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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
LAUREL OAKS AT BAYMEADOWS

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OFFICIAL RECO.

THIS DECLARATION, made on the date hereinafter set forth by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership, ("Declarant"), its successors and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described in Exhibit-A--attached hereto and made a part hereof ("Property").

WHEREAS, Declarant desire to protect the value of Property, promote a uniform and aesthetically pleasing neighborhood and create a not for profit association for the purposes of maintaining standards within the Property;

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LAUREL OAKS AT BAYMEADOWS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, together with improvements thereon.

Section 4. "Common Property" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners, including the roadways within the Property. The Common Property may include certain other interests in property, real, and personal, as are designated by the Declarant as a part of the Common Property or otherwise owned by the Association as permitted under the Articles of Incorporation or Bylaws.

Section 5. "Common Roads" shall mean and refer to the roads providing ingress and egress to the Lots as shown on the plat of the Property which shall be conveyed to the Association. Except as expressly set forth to the contrary the Common Roads shall be included as a part of the Common Property.

Section 6. "Lot" shall mean and refer to any plot of land together with the improvements thereon, if any, shown upon any recorded plat of the Property, excepting the Common Property.

Section 7. "Declarant" shall mean and refer to F & S Partnership, a Florida general partnership, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and

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- (i) Declarant specifically assigns all or part of its rights and obligations hereunder to such assignee or successor and
- (ii) the assignee or successor assumes such rights and obligations.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided herein and in the Articles of Incorporation.

Section 9. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation and insuror or guarantor of such mortgage including without limitation, the Veteran's Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser of such mortgages in the secondary market, including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA").

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress, egress, enjoyment and use in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to adopt reasonable rules and regulations pertaining to the preservation of the Common Property, (including such limitations as may be required to protect the wetlands owned by the Association or subject to an easement for such protection), the operation of the Association and the safety and convenience of the Owners of the Lots.

(b) The right of the Association to suspend the voting rights and right to use of Common Property by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations. Provided however, in no event may the Association deny an Owner the use of the entrance areas or roads so as to prohibit ingress and egress to his Lot.

(c) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the votes of each class of members has been recorded (the granting of an easement upon such Common Property shall not be deemed a dedication or transfer thereof).

Section 2. Delegation of Use. Any Owner may delegate, in accordance with By-Laws, his right of enjoyment to the Common Property to the members of his family, his tenants, or "agreement for deed" purchasers who reside on the Property.

Section 3. Additions to Common Property. Declarant may, from time to time during the development of the Property, convey additional interests in property to the Association as are consistent with the plan of development and such interests in property shall become Common Property.

Section 4. Water and Sewer Easement. Jacksonville Suburban Utilities, Inc. or its successors or assigns ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide potable water for use within the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from the Utility Company. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the Utility Company. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The Utility Company is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under the Property for the purpose of ingress, egress, installation and/or repair of water and sewage facilities as such easements are more fully depicted in the plat of the Property.

Section 5. Utility Easements. The Declarant, for so long as there is a Class B membership, and thereafter, the Association, is hereby granted the right to grant or convey such easements as may be necessary or convenient for the installation, repair and maintenance of utilities to serve the Property and the Lots, including without limitation, electricity, telephone, water, sewer and cable television.

Section 6. Wetlands Restrictions. Certain lots along the southern boundary of the Property are subject to a drainage and wetlands easement as more clearly depicted on the plat. In addition, a portion of the Common Property is subject to the jurisdiction of the Department of Environmental Regulation ("DER") as it constitutes wetlands. No Owner shall remove any plant or vegetation growing within the easement area on any Lot subject to the wetlands easement or the Common Property subject to the jurisdiction of the DER nor take any action to increase drainage into the easement area or otherwise violate the integrity of any wetlands areas without the approval of all governmental entities having jurisdiction and the Association.

Section 7. JEA Easement. Certain lots along the northern boundary of the Property are subject to an easement to the Jacksonville Electric Authority ("JEA"). The land subject to the easement to JEA must remain open and JEA must have unobstructed access thereto at all times. No permanent structures, including without limitation, pool decks, wells, septic tanks, utility buildings or garages shall be placed thereon. Any fencing across the JEA easement must include a minimum of 12 feet gates located at the JEA patrol road. No type of television or microwave tower may be erected in the JEA easement area.

Section 8. Roadways.

(a) The roadways which provide access to the Lots are Baymeadows Circle East and West and Southbrook Drive, all of which are private approved roads which are subject to maintenance agreements requiring all persons who use the roads for ingress and egress to pay a pro rata share of the cost and expense of the maintenance thereof. Accordingly, to the extent that the Owners are required to make such payments for the use of the roads, the payments shall be collected as a part of the assessments (see Article IV).

(b) The Association shall maintain the Common Roads including, without limitation, periodic cleaning, maintenance, repair and restoration of the surface of the Common Roads and obtaining public liability insurance insuring the Association,

the Owners and their Mortgagees, as their interests may appear in connection with the use of the Common Roads.

The Board shall have the right to adopt rules and regulations regulating traffic, parking and use of the Common Roads but shall not prohibit or prevent an Owner's access to such Owner's Lot.

Each Owner, his family, tenants, invitees and Mortgagees as well as police, fire protection agencies, U. S. mail carriers, and other persons providing service to the Owners and their Lots are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads as shown on the plat of the Property subject to the foregoing restrictions and limitations.

Section 9. Retention Areas. It is hereby acknowledged that certain portions of the Property are or will be designated as retention areas on the plat of the Property. The Association shall maintain the designated retention areas in accordance with the applicable local, state, or federal laws or regulations. All use of such areas by the Owners shall be subject to the then applicable local, state and federal laws and regulations.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership;

(b) three years from the recording of the Declaration; or

(c) at such time as the Declarant in its sole discretion determines to transfer control.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of

any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, any (2) special assessments which may be for the purposes more fully set forth in Sections 4 and 12. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot, shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The lien may be enforced by the recording of a Claim of Lien in the public records of Duval County and may be foreclosed in the manner of a mortgage.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and residents in the Property, for the improvement, insuring, and maintenance of the Common Property including, without limitation any retention areas, for reserves for those items which may require deferred maintenance, for any maintenance fees for roads providing access to the Property and for such other purposes as the Board may deem necessary or convenient.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot which shall be payable in twelve equal installments of not more than Forty-Five Dollars (\$45.00) per quarter.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than Declarant, the maximum annual assessment may be increased each year not more than 5% above the maximum annual assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than the Declarant, the maximum annual assessment may be increased by more than 5% by a vote of two-thirds (2/3) of the votes of each class of Members.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Association, in determining the common expenses, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

Section 4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, or for such other purpose as the Board may determine provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of each class of members, unless such improvement is required to protect the integrity and soundness of the improvements or to supplement the insurance proceeds as required by Section 1, Article X, and in such event the Board may make such special assessment without further consent.

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OFFICIAL RECORDS

Section 5. Notice and Quorum for Any Action

Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 (except under emergency or insurance situations) shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of Members in person or by proxies representing a majority of all the votes of each class of Membership shall constitute a quorum.

Section 6. Uniform Rule of Assessments. Both annual and special assessments (except as described in Section 12) must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual

Assessments: Due Dates. The annual assessments in the full amount established by the Board as provided for herein shall commence as to each Lot on the day of conveyance of an improved Lot subject to this Declaration to a non-Declarant Owner and then shall be due on the first day of each month thereafter. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Provided that if no notice is given or the notice is delayed, the Owner shall continue to pay the previously established amount until notice is received. Failure to give notice or delay in notice shall not invalidate the assessment. In the event that the assessment is not paid on or before the 15th day of the month, a late penalty in the amount of \$10.00 shall be due and payable.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Upon resale of a Lot by other than the Declarant, a properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or the rate then permitted by the Veterans Administration or Federal Housing Administration. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Lots as a common expense.

Section 10. Exempt Property. All Property to, and accepted by, a local public authority and all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida and model, sales or construction facilities shall be exempt from the assessment created herein except no land or improvements devoted to dwelling uses shall be exempt from assessments.

Section 11. Declarant Assessment. The Declarant shall pay each month to the Association after the conveyance of the first improved Lot to a non-Declarant Owner an amount equal to 25% of the annual assessment due and payable for the applicable month for each Lot upon which the improvements have been completed which Declarant owns and which is not used as a model, sales or construction facility. At such time as the Lot is occupied by a tenant or occupant, or the title thereto is conveyed to a third party, the Owner thereof, whether or not the Owner is the Declarant, shall be liable for the full annual assessment. Once the Lot has been conveyed or occupied, it shall always be subject to the payment of the full assessment.

The Declarant's assessment, whether a partial or full assessment, together with interest costs and attorney's fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.

Section 12. Special Assessments for Failure to Maintain. In the event that an Owner or his tenant fails to maintain the Lot as required herein or damages the Common Property or a family member, tenant, guest or invitee of an Owner damages the Common Property, a lien for the collection of the costs of repair or maintenance is hereby created in the amount of such costs, together with the costs of collection and reasonable attorney's fees which shall constitute a special assessment hereunder. Prior to making such special assessment, the Board shall give written notice of the maintenance or repairs required and in the event the Owner fails to cure or commence to cure such defects within ten (10) days, the Board shall be entitled to file a claim of lien and foreclose thereupon. Provided however, if the Owner disagrees with the terms of the notice sent by the Board, upon written notice from the Owner within ten (10) days from the date of notice from the Board, the Board shall provide an opportunity for the Owner to be heard.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement or modification, alteration or change of the exterior of any improvement including without limitation the installation of gutters and down spouts other than those erected by the Declarant, including without limitation, changing the exterior color thereof (jointly referred to herein as "Proposed Improvements") shall be made by any Owner, unless approved by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board which committee may, at the option of the Board, include any management agent authorized to act on behalf of the Board. Prior to undertaking any Proposed Improvement the Owner or person proposing to undertake any Proposed Improvement shall submit a graphic depiction thereof together with samples of the materials and specific location to the Board or its architectural committee. In the event said Board, or its designated committee, fails to approve or disapprove the Proposed Improvement within thirty (30) days after said plans and specifications and any additional information required by

the Board for the Proposed Improvement have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided, however, no Proposed Improvement may be installed or constructed which violates or is not in compliance with the covenants and restrictions contained herein.

Notwithstanding the foregoing, the Declarant or the Board may approve certain standardized plans for Proposed Improvements, including without limitation, screened patios, gutters and down spouts, or storm doors, which may be erected without further approval if erected in exact accordance with the standardized plans. Upon termination of the Class B Membership, the Association shall have the right to make such improvements as it deems necessary or convenient subject to approval of the majority of the votes of the Member.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots and the improvements thereon, the use of the Property and Lots shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Use of Lots. Each Lot shall be used for a household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit leasing of the Lots, provided that such leases are in compliance of Section 6 hereof. Each dwelling located upon a Lot shall be occupied by a single family which shall be deemed to include a single person, a group of persons related by consanguinity, adoption or marriage or if the occupants are not related there shall be no more than one person occupying the Unit for each bedroom.

Section 2. Insurance. No use shall be made of any Lot or of the Common Property which will increase the rate of insurance upon the Property without the prior consent of the Association. No Owner shall permit anything to be done or kept on his Lot or on the Common Property which will result in cancellation of insurance on any part of the Common Property, or which will be in violation of any law. No waste shall be committed on any portion of the Property.

Section 3. Common Property. The Common Property shall be used only for the purposes for which it is intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from the Common Property without the prior written consent of the Association.

Section 4. Nuisances. No noxious or offensive activity shall be allowed upon the Property, nor any use or practice which is the source of annoyance or nuisance to Owners or occupants or which interferes with the peaceful possession and proper use of the Property by Owners. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

Section 5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of



governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Section 6. Leasing. All leases of the Lots must be for a minimum of twelve (12) months and must provide that the lessee shall be bound by the provisions of this Declaration and any rules and regulations made in connection herewith and any noncompliance by such lessee shall be the responsibility of the Owner.

Section 7. Fencing. Any fencing must be approved by the Board prior to its installation. The Board has the right to limit the location of fencing, the type, height and color thereof to promote a uniformity of look. In no event shall chain link fencing be permitted.

Section 8. Clotheslines. No clotheslines or laundry shall be hung or clothes lines erected in front or side yards. All clotheslines shall temporary and shall be removed at such time as the clothes are dry, any clotheslines shall also be be screened from street view.

Section 9. Play Structures. All basketball backboards and other play structures shall be located at the rear of the Lots. No platform, doghouses, playhouse or structure of similiar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the dwelling constructed thereon and any such structure must have the prior approval of the Board of Directors.

Section 10. Garbage and Trash Containers. All trash containers shall be as approved by the Association and shall be uniform in nature. Owners shall place the containers curbside in the morning of the designated collection day(s) and shall retrieve the containers in the evening.

Section 11. Antennae. There shall be no exterior antennae, cable dish receptors or satellite dishes permitted on the Lots on the Common Property.

Section 12. Pets. No more than two household pets shall be permitted on each Lot. All animals shall be leashed when outside the dwelling. All animal waste shall be promptly disposed of by the Owners. No farm animals, non-domesticated animals, livestock or poultry are permitted upon the Property.

Section 13. Garage. No garage shall be converted into living area nor used for any purpose other than storage of automobiles and such passive storage of materials which permits storage of an automobile in the garage. Garage doors shall be closed except when entering and exiting the garage.

Section 14. Parking. There shall be no parking of vehicles in the street except for temporary guest use. No boats, recreational-vehicles, commercial vans, trucks or trailers shall be parked in the driveway.

Section 15. Signs. No signs shall be permitted on the Lots which are visible from the outside of the dwelling except an address and/or small name identification sign and a "for sale" or "for rent" sign not to exceed two feet by two feet.

Section 16. Window Coverings. All window coverings shall be lined or faced in such a manner that the window coverings appear white, off white, or a neutral color from the outside.

Section 17. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

The Association shall maintain the and Common Property and the improvements thereon.

Owners shall maintain all the improvements on their Lots including the painting, repairing, replacing and general maintenance of roofs, gutters, down spouts, exterior building surfaces, windows, doors, trim, mailboxes and driveways so that the improvements on each Lot are kept in good repair and condition. In addition, each Owner shall be responsible to assure that the grassed area and shrubbery on such Owner's Lot including, without limitation, the regular cutting, trimming, pruning, fertilizing and watering of all landscaped areas is regularly performed. The Association shall have the right but not the obligation to provide a lawn maintenance service for all Lots. In the event that it is determined that lawn service maintenance shall be provided, the cost thereof shall be included in the annual assessment.

In the event that an Owner fails to perform the maintenance required of such Owner hereunder, the Association may assess the Owner and the Lot in the manner set forth in Section 12 of Article IV.

#### ARTICLE VIII

##### DECLARANT'S RESERVED RIGHTS

Section 1. Developer's Right to Re-Divide. The Declarant may re-subdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected or allowed to occupy any Lot which such replatted or re-subdivided Lot has an area of less than 4000 square feet. The restrictions herein contained in case of such replatting or re-subdividing shall apply to each Lot as replatted or re-subdivided. In addition, the Declarant may re-subdivide a Lot to provide for a roadway so long as, as a result, no dwelling is constructed on a Lot smaller in area than the foregoing minimum.

Section 2. Declarant's Right to Maintain a Model, Sales or Construction Facility. For so long as there remains any unsold Lots within the Property, the Declarant shall have the right to maintain a model, sales or construction facility on the Property or within the improvements on any of the Lots.

Section 3. Declarant's Reserved Easements. Declarant reserves for itself and its successors and assigns the right to impose restrictions, and to grant or dedicate additional easements and rights of way on any Lots in the Property owned by Declarant. Declarant also expressly reserves the right to grant easements and rights of way over, under and through the Common Property so long as Declarant shall own any portion of the Property. Such easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Property or any improvements on any Lots. Declarant reserves for itself and its successors and assigns an exclusive easement for the installation

and maintenance of radio and television cables within the rights of way and platted or designated easement areas.

The Declarant, in its sole discretion, may grant to individual owners the right to encroach upon easements reserved in the plat of the Property or herein where necessary for the overall planning of the area or such other reasons as Declarant may deem beneficial or advisable.

#### ARTICLE IX

##### RIGHTS OF MORTGAGEES

Section 1. Mortgagee Notices. Upon written request to the Association, identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of the Declaration, Articles, ByLaws, Rules and Regulations, the books, records and financial statements of the Association.

#### ARTICLE X

##### INSURANCE, RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Property. In the event that any portion of the Common Property is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. (See Section 4, Article IV) If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on Owner's Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. If the Owner pursuant to the conditions of the applicable insurance policy is not required to rebuild the improvements on an Owner's Lot and the Owner determines not to repair or restore the improvements, the Owner shall remove the remaining portion of the improvement and level the Lot within 60 days of the damage or destruction.

Section 3. Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, the Owners, and their respective mortgagees covering all common Property in the amount of at least \$1,000,000 for bodily injury and property damage for any single occurrence.

The Association shall also obtain and maintain a policy of property insurance covering all Common Property except for those that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the Common Property shall also be insured in the amount and type of insurance that the Board deems reasonable and prudent. Such insurance shall protect against loss or damage by fire and all other hazards standard extended coverage endorsement and all other perils customarily covered by the standard "all risk" endorsement.

All policies shall contain a provision requiring at least ten (10) days notice prior to termination. The premiums for such policies shall be deemed a common expense of the Association and paid for as a part of the annual assessment. The Association may obtain such additional coverage as it deems necessary or beneficial.

#### ARTICLE XI

##### ENCROACHMENTS

Each Lot is hereby made subject to an easement for encroachment of not more than eighteen inches by the eaves and other similar projections of dwellings on the adjacent Lot. Each Lot shall also be subject to an easement for encroachment created by construction, settling and overhangs. A valid easement for the described encroachments and for the maintenance of same shall and does exist for so long as such encroachment exists.

The Owner of the burdened Lot hereby grants to the Owner of the Lot benefitted by the encroachment a perpetual non-exclusive easement for all appurtenant air rights, drainage rights and right of access for maintenance as may be necessary and convenient to repair, restore and maintain the portion of the dwelling encroaching upon the Lot. Provided however, the Owner of the benefitted Lot shall exercise such rights so as to minimize any disturbance to the burdened Lot and in the event that the exercise of any of the rights contained herein results in any damage to the burdened Lot or the improvements thereon, the Owner exercising his rights shall repair or restore the damage at his cost and expense.

In the event that a dwelling is partially or totally destroyed, and then rebuilt, the Owners of the Lot upon which there was an encroachment agree that the encroachments as previously existing by adjacent dwellings shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

#### ARTICLE XII

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, including the Declarant for so long as it owns a Lot, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner

to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that any party is required to obtain the services of an attorney to enforce its rights under this Declaration the prevailing party in such action shall be entitled to be reimbursed for its attorney's fees prior to or at trial or on appeal.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless this Declaration is terminated as hereinafter provided. This Declaration may be amended or terminated during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the votes of each class of Members and thereafter by an instrument signed by not less than seventy-five percent (75%) of the votes of each class of Members. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of any additional property, dedication of Common Property, and amendment of this Declaration, the Articles or the Bylaws of the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22nd day of April, 1988.

WITNESSES:

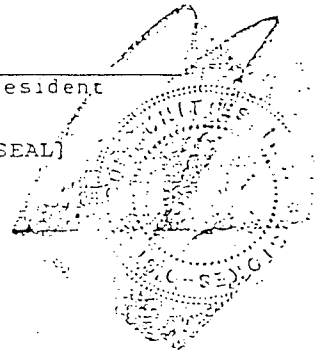
BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership  
By: Stokes-O'Steen Communities, Inc., general partner.

Wiley C. Smith

By [Signature]  
Its Vice President

Susan D. Wood

[CORPORATE SEAL]

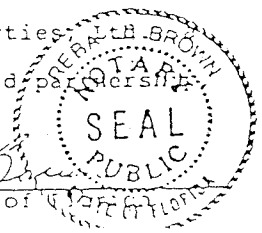


STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22 day of April, 1988, by George HAMILTON, the Vice President of Stokes-O'Steen Communities, Inc., a Florida corporation and general partner of Baymeadows Properties, Florida limited partnership, on behalf of the limited partnership.

88-40443 31

[Signature]  
Notary Public, State of Florida



My Commission Expires: [Date]

652502108

OFFICIAL RECORDS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS LAUREL OAKS AT BAYMEADOWS

1  
RECORDED IN  
BOOK 65250  
PAGE 2108  
JUN 8 1988

THIS AMENDMENT, made this 27th day of May, 1988, by BAYMEADOWS PROPERTIES, LTD., a Florida limited partnership ("Declarant"), its successors and assigns.

WITNESSETH:

WHEREAS, Declarant has executed and caused to be recorded in the public records of Duval County, Florida, the Declaration of Covenants, Conditions and Restrictions of Laurel Oaks at Baymeadows, ("Covenants & Restrictions"), dated April 2, 1988, and recorded May 2, 1988, in Official Records Volume 652 pages 2268-2272, of the Current Public Records of Duval County, Florida; and

WHEREAS, Declarant now desires to correct a scrivener's error contained therein; and

WHEREAS, pursuant to Article XII, Section 3, Declarant has the right to amend the Covenants & Restrictions.

NOW THEREFORE, for and in consideration of the contents herein contained and in the said Covenants & Restrictions the Declarant hereby executes this Amendment and amends the Covenants & Restrictions as follows:

1. The language "One Hundred Eighty Dollars (\$180.00) per Lot which shall be payable in twelve equal installments of not more than Forty-Five Dollars (\$45.00) per quarter", in the first paragraph of Article IV, Section 3, shall be amended to read "One Hundred Eighty Dollars (\$180.00) per Lot which shall be payable in four equal installments of not more than Forty-Five Dollars (\$45.00) per quarter".

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed in its name by its duly authorized officer this day and year first above written.

Signed, sealed and delivered in the presence of:

BAYMEADOWS PROPERTIES, a Florida limited partnership By STOKES-O'STEEN COMMUNITIES, INC., a Florida corporation its General Partner

By: Reba J. Brown Its Vice-President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day May, 1988, by REBA J. BROWN, the Vice-President of STOKES-O'STEEN COMMUNITIES, INC., as General Partner of BAYMEADOWS PROPERTIES, INC., a Florida limited partnership on behalf of said partnership.

Henry W. Cook  
Notary Public, State of Florida at Large  
My commission expires 8/1/88

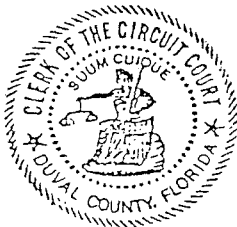
88 JUN 8 AM 11  
88-54027  
HENRY W. COOK

RECORD AND RETURN TO:  
ROGERS, TOWERS, BAILEY, JONES & GAY  
4655 SALISBURY ROAD, SUITE 170  
JACKSONVILLE, FLORIDA 32216

STATE OF FLORIDA  
COUNTY OF DUVAL  
HENRY W. COOK

I, ~~XXXXXXXXXXXXXXXXXXXX~~ Clerk of the Circuit Court, Duval County, Florida, do hereby certify that the foregoing is a true and correct photostatic copy of the record of a certain instrument as the same appears recorded in OFFICIAL RECORDS VOL. 6525 ~~XXXXXXXXXXXXXXXXXXXX~~ at Page 2108 of the Public Records of Duval County, Florida.

Witness my hand and seal of office at Jacksonville, Florida, this the 2nd day of August A. D. 19 88



HENRY W. COOK

~~XXXXXXXXXXXXXXXXXXXX~~  
Clerk Circuit Court

By *Kathy Pearson*  
Deputy Clerk

Kathy Pearson