

7300

THE RAVINES

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS

THIS DECLARATION, made as of the 21 day of December, 1978, by THE RAVINES PARTNERSHIP, LTD., a Florida limited partnership (hereinafter referred to as the "Developer");

RECITALS

The Developer is the owner of the real property located in Clay County, Florida, described in the Plat referred to in paragraph II hereof (the "Property").

The Developer desires to develop the Property into a single-family residential community and subdivide portions of the Property into individual homesites.

It is intended that the community will include an eighteen (18) hole golf course with related improvements.

The Developer desires, amongst other things, to protect and enhance the value of the Property by establishing certain standards and restrictions pursuant to which the Property shall be used and conveyed.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the title to the Property, and the grantee of any deed conveying any portion of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions and restrictions and to have covenanted to observe, comply with and be bound by all such covenants, conditions and restrictions as follows:

1. DEFINITIONS. As used in this Declaration, the terms below shall have the following meanings:

A. "Access Easement Land" means those portions of the Golf Course and the Commons which will provide ingress and egress as well as permit installation and maintenance of underground utilities on, over and across portions thereof for the use and benefit of the property more particularly described on Exhibit A attached (which property is hereinafter referred to as the "Adjoining Property").

B. "Association" means the entity known as The Ravines Community Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors, defined hereinafter.

C. "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

D. "Committee" means a committee composed of three or more Owners, appointed by the Board to exercise the functions delegated to it by the Board in connection with review and approval of architectural plans for improvements on the Lots.

RETURN TO: LEWIS ANSBACHER
SUITE 2218, GULF LIFE TOWER
JACKSONVILLE, FLORIDA 32207

THIS INSTRUMENT WAS PREPARED BY:
LEWIS ANSBACHER, ATTORNEY AT LAW
2718 GULF LIFE TOWER
JACKSONVILLE, FLORIDA 32207

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FOR RELEASE OF THIS MORTGAGE SEE 343 27
OFFICIAL RECORD BOOK 683
PAGE OF 1182 My Clerk
CLERK

E. "Commons" means those portions of the Property shown as such on the Plat and intended for the common use of all Owners subject, however, to easements of record, the Access Easement and the Declaration.

F. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements and all exhibits attached hereto, as the same may be amended from time to time.

G. "Golf Course" means that part of the Property shown on the Plat as comprising the Golf Course Area, together with all improvements thereon.

H. "Lot" means a Lot as shown as numbered 1 through 174 on the Plat of the Ravines, described in paragraph 11 hereof.

I. "Developer" means The Ravines Partnership, Ltd., a Florida limited partnership and its successors, assigns, nominees and designees.

J. "The Ravines Development" means the overall development constructed or planned to be constructed on the Property and includes, without limitation, all residential, business and recreational projects and improvements located, or to be located on such property.

K. "Owner" means the record owner of a Lot.

L. "Plat" means the plat of The Ravines, recorded in Plat Book 15, pages 30 through 47, of the public records of Clay County, Florida, as the same may be amended from time to time. If additional property is submitted to the terms and provisions of this Declaration by appropriate amendment, and if any of such property is platted, the term "Plat" shall also refer to the plat of such additional property.

M. "Roadways" means that portion of the Property designated on the Plat as Ravines Road, Crooked Creek Point, Creek Hollow Lane and Cliff View Point together with that certain 200 foot right of way more particularly described on Schedule I attached and together with any real property which may hereafter be platted as Roadway and designated a "private street," or any real property which may be described by metes and bounds in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and subject to the terms and provisions of this Declaration.

2. USE AND CONSTRUCTION RESTRICTIONS AND REQUIREMENTS

A. Residential Purposes. Each Lot shall be used exclusively for single-family residential purposes only, and no structure shall be erected on any Lot other than one single-family residence, and appurtenant buildings. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No building or part thereof on any Lot shall be rented separately from the rental of the entire Lot. However, the Developer shall have the right to maintain facilities on the Property for sales and promotional activity, maintenance and recreation, and shall have the right to sell or lease improved or unimproved Lots.

B. Approval of All Plans and Specifications. In order to insure the development of the Property as a residential community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the Developer reserves to the Association the exclusive power and discretion to control and approve all improvements placed on any Lot. No paved area, fence, wall, shrubbery, building, apartment building, or any other structure or thing shall be placed or

maintained upon any Lot, nor shall any exterior addition, change (including change in exterior colors) or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional, are submitted to and approved in writing by the Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography. Notwithstanding the foregoing or anything herein otherwise provided, the Association shall have the right and a perpetual easement to locate, construct and maintain a fence around the perimeter of the Property or any portion thereof. The Association shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable or do not comply with this Declaration.

Prior to approval, the Association may require submission of all or any of the following documents, as are applicable to the proposed improvements:

(i) Site plan showing all property lines, set-backs, easements, existing trees having a diameter of six (6) inches or more, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the Lot;

(ii) Floor plan or plans;

(iii) Elevations of all sides of the contemplated structure;

(iv) A summary specification list of proposed materials and samples of exterior materials and colors which cannot be adequately described;

(v) Landscaping plans;

(vi) Such additional information and materials which, in the opinion of the Association may reasonably be required for its review.

The Association shall preliminarily approve or disapprove the proposed improvements within thirty (30) days from its receipt of all items required for its review. Failure of the Association to act within the thirty (30) day period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans shall be submitted to the Association, which shall approve or disapprove such final plans within thirty (30) days after receipt. Failure of the Association to act within that thirty (30) day period, shall constitute final approval. Upon approval of the final documents all approvals required shall be deemed to have been given and the work may begin.

The Association may delegate to the Committee all rights of approval granted to the Association pursuant to this paragraph 2.

C. Maximum Height; Minimum Square Footage. No residence or other permitted structure shall be in excess of two and one half stories in height unless written approval of the Association is first secured, which approval may be arbitrarily withheld, or shall contain less than 2000 square feet of heated and air-conditioned enclosed living space; provided, however, there may be less than 2000 square feet but not less than 1800 square feet of heated and air-conditioned enclosed living space, if written approval of the Association is first secured, which approval may be arbitrarily withheld.

D. Set-Back Lines. Except where the set-back lines are otherwise shown on the Plat, the following set-back lines are hereby established for buildings, structures, additions or accessories located on any Lot: (i) 80 feet from the front lot line (the lot line adjacent

or nearest to the Roadway furnishing access to such Lot) of any Lot, except that for corner Lots, one front set-back may be 40 feet (ii) feet from the rear lot line of any Lot; and (iii) feet from the interior side lot lines of any Lot. The Association shall have the right to increase, decrease or otherwise modify such requirements in the process of approval pursuant to paragraph 2B, so long as such changes shall preserve the general harmony of The Ravines Development and shall not materially impair the value or use of the Lot for which such approval is sought or of any other Lot.

For the purpose of this paragraph D, fences, walls and unroofed and unscreened patios shall not be considered part of a building and may be erected outside of set-back lines, subject to the prior written approval pursuant to paragraph 2B and subject to the provisions regarding easements in paragraph 4E.

E. Detached Structures and Objects. None of the following buildings, structures or object shall be placed on any Lot unless contained wholly within the residence or are otherwise obscured from view from any Roadway or any adjacent Lot: pens, yards and houses for pets, hothouses, greenhouses, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, servants' quarters, guest houses, play houses, summer houses, tree houses, outdoor fireplaces, barbecue pits, swimming pools, dressing rooms, garbage and trash cans and receptacles, detached garages and carports, and above ground exterior air conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Association to be of an unsightly nature or appearance.

F. Temporary, Movable Structures. Other than temporary construction sheds and sanitary toilet facilities used during actual construction of the main residence and other buildings permitted on any Lot, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot.

G. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property, without the prior written consent of the Association.

3. GENERAL COVENANTS AND RESTRICTIONS

A. Nuisances. No noxious or offensive activities shall be carried on upon any portion of the Property; nor shall anything be done thereon which is or may become a nuisance or annoyance to The Ravines Development.

B. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or Roadway.

C. Window Air Conditioner. No window air conditioner unit shall be installed in any building without the prior written consent of the Association.

D. Antennas. No radio or television aerial or antenna or any other exterior electronic or electric device of any kind shall be installed or maintained on a Lot until the Association shall have approved the location, size and design thereof and the necessity therefor. Such approval may be for a limited period of time or until the occurrence of an event specified in such approval.

E. Mail Boxes. There shall be no mail boxes or newspaper boxes or receptacles unless approval therefor is given by the Association as to the initial and continued location, size and design of such boxes or receptacles.

F. Signs. A sign denoting the street address of the residence, located and designed in accordance with approved standards, shall be required on each Lot. In addition, one small sign may be used to denote the name of the resident, subject to the prior written approval of the Association with regard to size, shape, design, color and location of such sign. No other signs of any kind shall be displayed to the public view on any Lot, or any vehicle parked on any part of the Property; provided, however, that nothing herein shall be construed to restrict in any manner the Developer from placing signs and advertising on the Property or any portion thereof.

G. Parking, Storage Repairs. No vehicles or boats (including but not limited to boats, boat trailers, travel trailers, camp trailers, motor homes, mobile homes) or any similar property shall be kept on any Roadway, on any part of the Commons, or stored on any Lot except within a garage or an enclosed screened area and except that private passenger automobiles of the occupant of a Lot and their guests, having no commercial signs may be temporarily parked in the driveway or parking area of the Lot and except that other vehicles may be parked in such driveway or parking area during the time necessary for delivery and pickup service and solely for the purpose of such service. No repairing or overhauling of any vehicle is allowed on any part of a Lot, the Commons, or any Roadway.

H. Condition of Lots. Each Owner shall maintain in good condition his entire Lot (and the improvements thereon) at all times, but no Owner shall cut any living tree having a trunk diameter greater than six (6) inches without the prior approval of the Association. No trash, garbage, rubbish, debris or refuse or unsightly object shall be allowed to be placed, accumulated or suffered to remain anywhere on the Property, unless stored as provided in paragraph 3B. Nothing herein shall be construed as requiring the Association to clear or maintain property owned by it so long as such property is unimproved.

I. Wash. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any Roadway and clothes lines or drying racks must be of the umbrella type, no more than six (6) feet in height from ground level unless otherwise approved in writing by the Association.

J. Animals. Not more than two (2) domesticated dogs, not more than two (2) domesticated cats and not more than two (2) domesticated birds may be kept on any Lot occupied by a single family residence, provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and are not permitted to run free. No other animals, livestock or poultry of any kind shall be kept on any Lot or other portion of the Property.

If the Association, in its sole discretion, determines that any pet is dangerous or an annoyance or nuisance to other residents of the Property, or surrounding areas, or destructive of wildlife or property, that pet may not thereafter be kept on the Property and shall promptly be removed by the Owner.

K. Resubdividing; Replatting; Access Restrictions. Without the prior written approval of the Association, no Lot shall be resubdivided or replatted. In the event of such approved replatting or resubdividing, all of the provisions of this Declaration shall apply to the portion of the Property so resubdivided or replatted and no such resubdividing or replatting shall affect any easement shown on the Plat or reserved in this Declaration except easements reserved along the side lot lines, as provided in paragraph 4 E, shall only apply to the resubdivided or unplatted Lot. The Association shall have the right to approve the use of one or more contiguous Lots, all or part of any Lot, all of one

Lot and part of a contiguous Lot or Lots or any combination of contiguous parts of Lots which will form an integral unit of land suitable for use as a residential building site.

L. Roadways; Easements; Traffic Control.

(a) All of the Roadways are and shall remain privately owned and shall be the sole and exclusive property of the Developer, its successors, assigns, grantees and nominees, if any. Developer may relocate, extend or close any part of the Roadways, so long as all Owners (and mortgagees) of any Lot contiguous to any Roadway being relocated, closed or extended consent thereto and so long as no Lot is denied reasonable access to a public dedicated street by such actions. Developer shall have the sole and absolute right at any time to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein. Whenever Developer so elects, it may assign and convey all interest in the Roadways to the Association and when the Developer is no longer the owner of any Lot in the Property, it shall assign and convey all interest in the Roadways (but subject to easements reserved thereto) to the Association. All costs of such transfer shall be paid by the Association. Upon such conveyance, the Association shall succeed to all rights thereto of the Developer hereunder including, without limiting the generality of the foregoing, the rights reserved to the Developer under subparagraphs (b) and (c) of this paragraph L. Developer further hereby grants to the present and future owners of the Adjoining Property and their heirs, legal representatives and assigns, a perpetual, alienable easement, privilege and right for the installation, maintenance, transmission and use of wires, conduits, mains, utilities, cables and lines, drainage ditches and facilities on, under and across the Access Easement Land for drainage purposes and for the use of electric, telephone, cable TV, sewerage, water, gas and other public and private utilities. The Access Easement Land shall be maintained at all times and at the expense of the owner of the Golf Course in good and passable condition for two-wheel drive passenger cars.

(b) Developer hereby grants to the present and future owners of the Golf Course, the present and future owners of the Adjoining Property, the present and future Owner of each Lot and to the lawful occupants of any buildings thereon, and to their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Property and/or Adjoining Property, holders of mortgage liens on the Property and/or Adjoining Property or any part thereof and such other persons as Developer may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways, subject however, to the right of Developer to install, erect, construct and maintain cable, utility lines and facilities in such Roadways. Notwithstanding the foregoing provisions of this paragraph, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in its opinion, may create or participate in a disturbance or nuisance on any part of the Property and shall have the unrestricted and absolute right to restrict or in any manner limit the ingress of any party through the use of a controlled or guarded entranceway to the Property upon such terms and conditions as the Developer may reasonably determine.

(c) In addition, Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic or vehicles (including without limitation motorcycles and "go-carts") which, in the sole opinion of Developer, would or might result in the damage to the Roadways or pavement or other improvements thereon, or create a nuisance for the residents of the Property, and the right, but no obligation, to control and prohibit parking on all or any part of the Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any

Lot, if the location of the same will, in the sole judgment and opinion of Developer, obstruct the vision of a motorist upon any of the Roadways. Developer shall also have the right to enforce claim for damage against any Owner responsible for damages to any Roadway. In the event and to the extent that the Roadways referred to in this paragraph or easements over and across such Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph relating to Roadways thereafter shall be of no further force or effect.

(d) Developer hereby grants to the present and future owner of the Adjoining Property and to the lawful occupant of any building thereon, and to their guests, invitees, and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, mail and parcel carriers, representatives of utilities authorized to serve the Adjoining Property, holders of mortgage liens on the Adjoining Property or any part thereof, a non-exclusive and perpetual right of ingress and egress over and across the Golf Course and the Commons. Such easement is herein referred to as "Access Easement Land" and shall be thirty-five feet in width and shall be located as designated by the Developer in instruments recorded in the public records of Clay County, Florida but so as not to unreasonably interfere with the use of the Golf Course.

N. Golf Course. The Golf Course shall be used and operated only as a golf course and country club and for no other purpose. The Golf Course shall not be subdivided or partitioned in kind in any manner. All lawful occupants of Lots and their invitees shall have the non-exclusive perpetual right of ingress and egress by foot over and across the Golf Course Property (but not the tees, traps and putting surfaces) for the purpose of access to Black Creek and all areas of the Plat identified as the Commons and for the purpose of using all areas of the Plat identified as the Commons and lying within the boundary of the Golf Course for fishing, picnicking and other recreational purposes provided, however, that they shall not interfere with the play of golf on the Golf Course. No improvements shall be located within the boundaries of the Golf Course except for improvements related to and used in connection with the operation and maintenance of the Golf Course as a golf course and country club, and except for improvements related to providing ingress, egress and utilities to the Adjoining Property. No buildings, pools, courts or similar structures shall be located upon the Golf Course Property except within the areas shown on the drawing attached hereto as Exhibit B as "Golf Course and Club Improvement Site," and except for (i) rain shelters as customarily located on golf courses; provided, however, they shall not exceed (1) six in number, (2) 16 feet in height above ground level and (3) 500 square feet in area, and (ii) one golf club maintenance building, provided, however, the location of same shall be subject to the reasonable approval of the Developer. To further assure the development of the Property as a residential community of the highest quality, (i) no paved area, fence, walk, building or any other structure shall be constructed or maintained on the Golf Course Property nor shall any exterior addition, change or alteration be made to existing improvements thereon until detailed plans and specifications of the same, prepared by duly qualified professional architect, engineer or other similarly qualified professional are submitted to and approved in writing by the Association as to harmony of external design, compliance with the terms of this Declaration and location in relation to surrounding structures and topography and (ii) all lights or light fixtures located or installed on the Golf Course will be installed and maintained in such manner so as to keep the same from shining directly at or into any home located on the Lots.

No fencing shall be permitted on or around the Golf Course Property except within the areas shown on Exhibit B attached as Golf Course and Club Improvement Site and except as provided in paragraph 2 B.

The owner of the Golf Course Property shall at all times, at such owner's expense, maintain and keep open the Access Easement in a readily passable condition by motor vehicles.

Membership in the Golf Course shall be a privilege extended by its owner on such terms as he may elect, and no rights of membership shall attach to or result from ownership of any Lot or other property in The Ravines Development; provided, however, and notwithstanding the foregoing, each Owner has a right for himself and for his family residing with him on the Lot owned by him to become a member of the Golf Club operated on the Golf Course but subject to paying the same initiation fees, dues and charges as other members of such Golf Club, if he elects to join such Golf Club during any of the following periods of time: (i) 60 days after first acquiring title to the Lot of the Owner, or (ii) during the first 30 days of each fiscal year of such Golf Club.

N. Commons. The Commons shall be conveyed by the Developer to the Association and shall be owned by the Association for the common use and enjoyment of the Owners, but subject to the provisions hereof. Each Owner shall have a non-exclusive perpetual right and easement of enjoyment for themselves and their invitees in and to the Commons which shall be appurtenant to and shall pass with title to such Lot, but subject to the provisions hereof. The owner of the Golf Course shall have the right to the use of the Green Area for guests of the Golf Course for viewing and access purposes during tournaments designated by the owner of the Golf Course provided, however, (i) the owner of the Golf Course shall not designate more than an aggregate of twenty (20) days for any such tournaments during any calendar year, and (ii) the owner of the Golf Course shall be responsible to, at each owner's sole cost and expense, to police and clean the Commons of all refuse and garbage occasioned thereby and to restore the Commons to the condition it was in prior to such use. Except as provided in the immediately preceding sentence, the Commons shall be maintained by the Association, with the cost being assessed to the Owners and to the owner of the Golf Course by the Association as hereinafter provided.

The Commons is primarily intended to remain in its natural state and no permanent improvements of any nature shall be constructed thereon unless in the opinion of the Association, such improvements shall conform to and promote the general harmony of the Ravines Development and shall be for the common use and enjoyment of all Owners. Notwithstanding the foregoing, it is understood that on occasion those utilizing the Golf Course may cause golf balls to land or come to rest within the Commons and, in such event, such golfer and his caddy shall be permitted to enter upon the Commons for the purpose of playing or removing the golf ball.

O. Waterways; Other Lands of the Association. With respect to the lakes, ponds, creeks and streams (hereinafter "waterways") now existing, or which may be hereafter created, either within the Property, or adjacent or near thereto, no power boats shall be permitted on such waterways and no Owner shall have any right to construct bulkheads, docks, piers or other similar facilities on such waterways nor any right to pump or otherwise remove any water from such waterways for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, storm or other waste water, rubbish, debris, ashes or other refuse in such waterways or on any other portion of the Property, without the written consent of the Association. The Association shall have the sole and absolute right to control the water level of such waterways, to construct bulkheads, docks, piers or other similar facilities and to control the growth and eradication of insects, plants, fowl, reptiles, animals, fish and fungi in and on such waterways, and to control the height, grade and contour of any embankment.

P. Additional Covenants and Restrictions. Other than the Developer, no Owner of any part of the Property shall without the prior written approval of the Association, impose any additional covenants or restrictions on any part of the Property.

4. UTILITY SERVICES

A. Sewage. Owners shall install septic tanks for collection of sewage from each Lot, the plans and specifications for which shall be approved by the Association. No sewage shall be discharged into the open ground or into any marsh, lake, pond, drainage ditch, waterway, Roadway, or the Commons.

B. Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties, companies or agencies approved by the Association and each Owner agrees to pay when due the periodic charges or rates for such garbage collection service made by the party, company or agency providing same.

C. Utility Lines Underground. Unless the Association expressly consents in writing or otherwise directs or provides, all telephone, electric and other utility lines on the Property and all connections between the main or primary utility lines and the residence and the other buildings located on each Lot shall be located underground so as not to be visible.

E. Easements. The Developer, for itself and its successors and assigns, hereby reserves perpetual, alienable easements, privileges and rights for the installation, maintenance, transmission and use of wires, conduits, mains, utility, cable and lines, drainage ditches and facilities on, under and across the Roadways as well as a strip 10 feet in width along the front lot line of each Lot and a strip 7.5 feet in width along the interior side and rear lot lines of each Lot for drainage purposes and for the use of electric, telephone, cable TV, sewerage, water, gas and other public and private utilities. Additional easements may be reserved or granted by the Developer at any time prior to the time a Lot affected by such easements is conveyed by the Developer. Within the easement areas on the Lots, no structure or other improvements or landscaping shall be placed or permitted to remain which may damage or unreasonably interfere with the installation and maintenance of utilities and drainage facilities and the Owners of the Lots shall bear the risk of loss of any such structure, improvement or landscaping except as otherwise provided in paragraph 2 B. Within the boundaries of any Lot, all easement areas, areas within any set-back line, and all improvements therein, shall be maintained continuously by the Owner. All utility lines serving one Lot only from the point where such line connects to the main line shall be maintained by the Owners.

5. ASSESSMENTS The Association shall have the authority to levy assessments as provided herein against the Lots and the Golf Course and each Lot and the Golf Course is subjected thereto as hereinafter provided:

A. Purposes. The Association may levy assessments for the purpose of enabling the Association:

(1) To pay all ad valorem taxes assessed against the portions of the Property developed for the benefit of the overall Ravines Development or used in common by all Owners, including Roadways and appurtenant security facilities, waterways, the Commons and other common areas, whether or not owned by or leased to the Association;

(2) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes, including income taxes, payable by the Association;

(3) To pay all expenses required for the reasonable repair and maintenance of the portions of the Property described in subparagraph A(1) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association;

(4) To pay all expenses of providing security for the Property including salaries of security men, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security;

(5) To pay for the expense of lighting the Roadways, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith;

(6) To pay for all expenses incurred in providing mosquito and other pest control for the Property;

(7) To pay for all expenses incurred in connection with providing fire protection for the Property;

(8) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities;

(9) To pay for the expenses of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways;

(10) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service (such expense of the Golf Course shall be paid by the Golf Course and shall not be an Association expense);

(11) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payrolls and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the Board to keep the Ravines Development neat and attractive, to preserve or enhance the value of the Property, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents of The Ravines Development;

(12) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein;

(13) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds invested or uninvested, and may reserve such portions of the funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

B. Regular Assessments. Except as provided in paragraph 5F, each Lot is hereby subjected to regular maintenance assessments payable on a monthly basis beginning with the 1st day of the 5th month following the date of original sale of a Lot by the Developer to a third party, and continuing on the first day of each month thereafter. Except

as provided in paragraph 5F, the Assessments shall be uniform in dollar amount for each Lot and shall be set by the Board, subject to approval of the Association. The Board, in setting the amount of the regular maintenance assessments shall take into consideration the portion of the assessment which is to be paid by the Golf Course as provided in paragraph 5E. The regular maintenance assessment may be adjusted from month to month by the Board as required to meet the expenses and other charges for which same are assessed.

Regular maintenance assessment shall become delinquent if not paid by the tenth (10th) of the month for which assessed and shall bear interest at the rate of nine (9%) per annum from that date until paid.

C. Increase in Assessments. Notwithstanding the foregoing the maximum amount of any regular maintenance assessment imposed by the Board for any month until January 1, 1980 shall not exceed \$33.00 per Lot per month. Commencing January 1, 1980 or on the first day of any month thereafter, the regular maintenance assessment may be increased by no more than ten (10%) per cent of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative beginning January 1, 1980 and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. However, in no event shall the regular maintenance assessment be cumulatively increased in accordance with the foregoing by an amount that would be greater than thirty (30%) per cent of the regular assessment for the immediately preceding month. Notwithstanding the foregoing, the regular maintenance assessment may be increased in excess of the amounts set forth above and more frequently than set forth above if such increase is approved by Owners (other than the Developer) of a majority in number of the Lots theretofore conveyed by the Developer.

D. Special Assessments. The Board may impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if such special assessment exceeds \$100.00 per Lot during any twelve (12) month period, then Owners (other than the Developer) of two-thirds (2/3) in number of the Lots theretofore conveyed by the Developer must approve the levy in writing. Any special assessment which is not paid within fifteen (15) days after the Owner receives written notice of same shall bear interest at the rate of nine (9%) per cent per annum.

E. Golf Course. The Golf Course is hereby subjected to regular monthly assessments for its proportionate share of the expenses of the Association in providing security to the Property and in providing maintenance of all Roadways. For the purposes hereof, the "proportionate share" of the Golf Course is deemed to be 25% of all assessments made by the Association as above provided, (it being understood, however, that in determining the amount of all such assessments, there shall be deducted therefrom that portion thereof budgeted for acquisition, rental or maintenance by the Association of artificial recreational facilities such as tennis or racquet courts and swimming pools) and the Board shall calculate the assessments to the Golf Course based upon such share. In all other respects, the assessments against the Golf Course shall comply with and be made in the same manner and times as assessments against Lots and shall be subject to the same interest charges and liens.

F. Property of Developer. Notwithstanding anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Lot or other portion of the Property so long as same is owned by the Developer and the Developer shall not be required to pay

any such assessments, it being understood that the Developer will bear much of the expense of the Association until the Association is self-supporting from assessments levied against Owners of Lots purchased from the Developer and against the owner of the Golf Course.

G. Lien. Each regular and special assessment and interest thereon as provided herein shall constitute a debt from the owner of the property against which the same shall be assessed, and shall be secured by a lien upon that property and all improvements thereon. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law and the Association shall be entitled to recover in such proceedings. Each such lien shall be subordinate and inferior to the lien of any institutional mortgage encumbering the Lot if that mortgage was recorded in the public records of Clay County, Florida, prior to the above recording date of such lien. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot.

6. MEMBERS AND VOTING RIGHTS

A. Memberships. Every Owner of a Lot shall be a member of the Association. In addition, the owner of the Golf Course shall be a member and the Developer shall be members as provided below.

B. Classes. Membership shall be divided into three (3) classes as follows:

(1) Class A members shall be all Owners (other than the Developer, as long as Class C membership shall exist) owning Lots.

(2) Class B members shall be the owner of the Golf Course.

(3) Class C members shall be the Developer, or its successors and assigns.

Class A and Class B memberships shall be appurtenant to ownership of a Lot or the Golf Course within The Ravines Development and shall not be separated from such ownership. Class C membership shall not be so appurtenant, but shall remain with the Developer or its successors or assigns regardless of the conveyance of Lots or the Golf Course to others. The Class C membership shall terminate when: (i) the Developer so elects by written notice to the Association; or (ii) the Developer has conveyed all Lots and the Golf Course to unrelated third parties and owns no property within The Ravines Development.

C. Voting Rights. Until such time as the Class C membership of the Developer is terminated, the Class C member shall have sole voting rights in the Association and the Class A and Class B members shall have no voting rights except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation. After termination of the Class C membership, each Class A member shall have one vote on all matters to come before the Association, and the Class B member shall have 43 votes on all matters relating to assessments charged or chargeable against it pursuant to paragraph 5. The Class B member shall not have voting rights on any other matter before the Association except for altering or amending the Articles of Incorporation or Bylaws of the Association, which rights shall be as provided in the Articles of Incorporation.

7. RIGHTS OF DEVELOPER In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges:

A. Rights Regarding Temporary Structures, Etc. Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display signs as Developer, in its sole discretion, may deem advisable for development and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

B. Amendment. Developer reserves the right, without prior approval of any Owner:

(1) To amend this Declaration so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and adversely affect the rights of any Owner in his Lot and the use thereof;

(2) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;

(3) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration;

(4) To release any Lot or other portion of the Property from any part of the covenants set forth in this Declaration which have been violated, if the Developer, in its sole discretion, determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the covenants and restrictions set forth in paragraphs 2 and 3 hereof if Developer deems such exception to be in the best interest of The Ravines Development;

(5) To approve any amendment to this Declaration which approval shall be required in writing regardless of by whom proposed, and regardless of the number of Owners consenting thereto;

(6) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, with such additions or modifications as Developer shall provide so long as such amendment does not materially increase the membership obligations or expenses appurtenant to any existing Lot in The Ravines Development; and upon such amendment, this Declaration shall apply to such other property as more particularly to be set forth in such amendment. Such an amendment may be accomplished by filing a statement among the public records of Clay County incorporating such terms, covenants and restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property.

Notwithstanding anything in this paragraph 7B to the contrary, no amendment to this Declaration shall affect the rights or lien of any mortgagee without such mortgagee's express written consent thereto.

C. Enforcement. Developer reserves the right, but shall have no obligation, to enter upon any Lot to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner of such Lot, as Developer deems necessary in order to enforce this Declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The Owner of such Lot shall pay Developer on demand the actual cost of such enforcement plus ten (10%) per cent of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Lots shall be subject to a lien in favor of the Developer

for all such costs and fees and Developer may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Lot, may file and thereafter foreclose such lien.

In addition, Developer or any Owner shall be entitled to bring actions at law for damages or in equity for injunctions against those so violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to reasonable attorney's fees, incurred by Developer or any Owner to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the Owner occasioning such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owner or any other party against the Developer.

8. MISCELLANEOUS

A. Rights of Mortgagees. Notwithstanding anything in this Declaration to the contrary, the lien of the Developer or the Association for charges incurred in enforcing this Declaration shall be subordinate and inferior to the lien of any institutional mortgage on any Lot recorded prior to the recording of such claim of lien. In addition, any institutional mortgagee who acquires title thereto as a result of foreclosure or by deed in lieu of foreclosure or any party who purchases same at a foreclosure sale shall not be liable for the charges pertaining to such Lot which are chargeable to the former Owner and which became due prior to such acquisition of title.

B. Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until December 31, 2018, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement by Owners of not less than 75% in number of the Lots, this Declaration shall be amended, changed or terminated in whole or in part, provided, however, and notwithstanding the foregoing, the easements herein provided shall be perpetual.

C. Disclaimer. Neither the Developer nor the Association shall be liable to any Owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

D. Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

E. Headings. The paragraph headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

F. Evidence of Approval. All approvals required in this Declaration shall be evidenced by a certificate or other writing signed by the party giving such approval.

G. Assignment by Developer. The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authorities and reservations it may have under any paragraph of this Declaration to such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any and all obligation or liability with respect thereto.

IN WITNESS WHEREOF, The Ravines Partnership, Ltd., has caused this instrument to be executed by its General Partners as of the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

THE RAVINES PARTNERSHIP, LTD.

By: [Signature]
A General Partner

By: [Signature]
A General Partner

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared Paul C. Armstrong and Frank W. Brown, Jr., being all the General Partners of The Ravines Partnership, Ltd., a Florida Limited Partnership, to me well known to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed the same as such General Partners and that the same is the free act and deed of said limited partnership.

Witness my hand and official seal this 24th day of June, 1978, at [Signature], County and State aforesaid.

[Signature]
Notary Public, State of Florida
My Commission Expires: 31 July 1979

5133

JOINDER OF MORTGAGE

THE UNDERSIGNED, WALTER GUY ODUM, JR. AND LINDA RUTH ODUM LANAHAN, INDIVIDUALLY AND WALTER GUY ODUM, JR., AS PERSONAL REPRESENTATIVE OF THE LAST WILL AND TESTAMENT OF WALTER G. ODUM, SR., DECEASED, the owners and holders of that certain mortgage recorded in Official Records Volume 289, pages 362 through 365 of the public records of Clay County, Florida, said mortgage encumbering the lands constituting the Caption as described in the Plat of The Ravines as referred to in paragraph 11 of the above and foregoing instrument, do hereby join in the execution of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements and do hereby agree that the liens of the above-described mortgage are now and shall hereafter be subject to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgage from the lien, operation, force and effect of said mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed in the manner and form required by law as follows:

1978. At Clay County, Florida, this 22nd day of December,

Walter Guy Odum, Jr.
Walter Guy Odum, Jr.

Linda Ruth Odum Lanahan
Linda Ruth Odum Lanahan

Walter Guy Odum, Jr.
Walter Guy Odum, Jr. as Personal Representative of the Last Will and Testament of Walter G. Odum, Sr., deceased

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 22nd day of December, 1978 by Walter Guy Odum, Jr., Linda Ruth Odum Lanahan and Walter Guy Odum, Jr. as Personal Representative of the Last Will and Testament of Walter G. Odum, Sr., deceased.

Ronnie Marie Campbell
Notary Public, State of Florida
My commission expires: 2/1/81

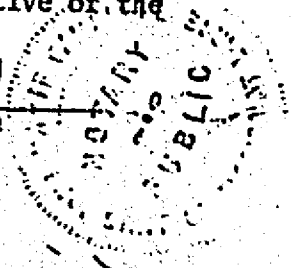


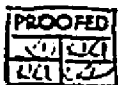
EXHIBIT A

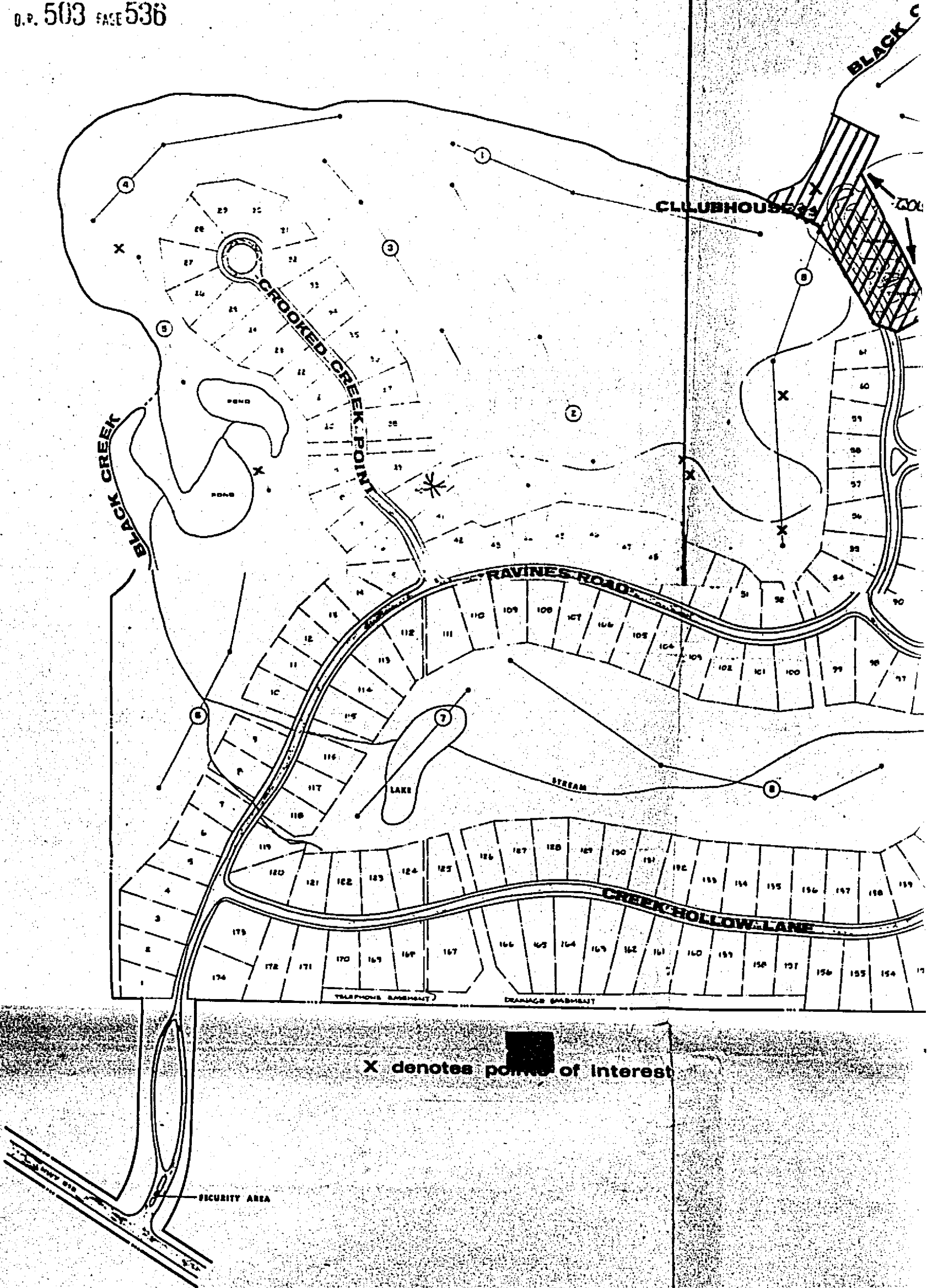
A portion of land being designated as Government Lot 6, Section 12, on the U. S. Land Office Plat of Township 5 South, Range 24 East by Paul McCormick, Deputy Surveyor, dated 1833 and being also designated as part of the Gabriel Priest Claim, Section 42, on the U. S. Land Office Plat of Township 5 South, Range 25 East by D. H. Burr, Deputy Surveyor, dated 1848-1849 and being more particularly described as follows:

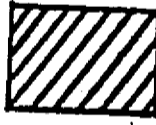
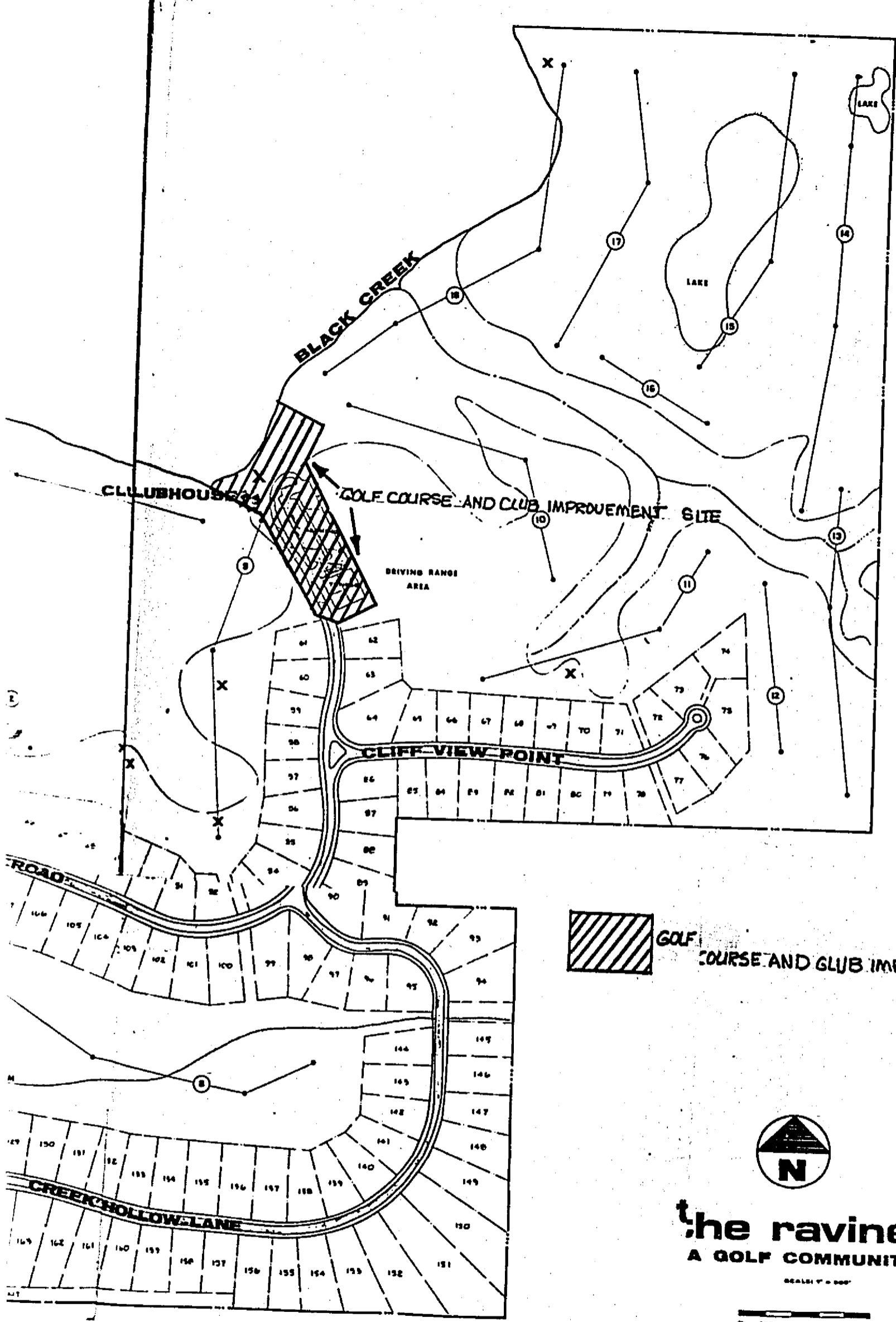
Begin at the Northeast corner of South Middleburg according to Plat Book 2, page 12 of the Public Records of Clay County, Florida; thence on the East line of Township 5 South, Range 24 East, run North $00^{\circ} 18' 48''$ West, 584 feet more or less to the waters of the South Fork of Black Creek; thence Southwesterly and along the meanderings of said waters of the South Fork of Black Creek, 1560 feet more or less to the intersection of said waters with the South line of said Government Lot 6; thence North $89^{\circ} 37' 19''$ East and on the South line of said Government Lot 6, also being the North line of said South Middleburg, 1389 feet more or less to the Point of Beginning. Together with a parcel of land lying in the Northeast corner of Block "A," South Middleburg, as recorded in Plat Book 2, Page 12, of the Public Records of Clay County, Florida; being more particularly described as follows:

Begin at the Northeast corner of said Block "A," thence on the East line thereof, South $00^{\circ} 18' 48''$ East, 430.0 feet; thence South $89^{\circ} 37' 19''$ West, 1399 feet more or less to the waters of the South Fork of Black Creek; thence run in a Northerly direction along the waters of the said South Fork of Black Creek, 430 feet more or less to a point which bears South $89^{\circ} 37' 19''$ West, 1389 feet more or less from the Point of Beginning; thence North $89^{\circ} 37' 19''$ East and on the North line of said Block "A," 1389 feet more or less to the Point of Beginning.

Containing 26.5 acres more or less.





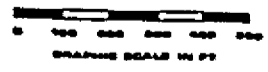


GOLF COURSE AND CLUB IMPROVEMENT



the ravines
A GOLF COMMUNITY

SCALE 1" = 500'



interest



MSTER

PROOFED

A portion of Section 24 Township 5 South, Range 24 East, Clay County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 thence on the North line thereof South 89°41'20" East 450.0 feet to the point of beginning; thence continue on said North line of Section 24 South 89°41'20" East 200.04 feet; thence South 0°51'20" East 631.17 feet; thence on the arc of a curve concave to the Westerly and having a radius of 449.26 feet run a chord bearing and distance of South 15°07'19" West to 47.33 feet; thence South 31°05'58" West 50.0 feet; thence on the Northerly right of way line of State Road No. 218 North 58°54'02" West 200.0 feet; thence North 31°05'58" East 50.0 feet; thence on the arc of a curve concave to the Westerly and having a radius of 249.26 feet run a chord bearing and distance of North 15°07'19" East 137.22 feet; thence North 0°51'20" West 635.24 feet to the point of beginning.

SCHEDULE I

78-18196

FILE NO. 78-18196
OFFICIAL RECORDS NO. 503
519 VERIFIED.

DEC 29 2 35 PM '78

FILED AND RECEIVED IN PUBLIC
RECORDS OF CLAY COUNTY, FLA.
Angie K. Little
CLERK CIRCUIT COURT