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DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
DUNNS PLANTATION

THIS DECLARATION, made on the date hereinafter set forth by **Dunns Plantation LLC** a Florida limited liability corporation (hereinafter referred to as **"Declarant"**),

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of all property known as Dunns Plantation, County of Duval, State of Florida, which is more particularly described on Attachment "A" :

NOW, THEREFORE, Declarant hereby declares that all of the properties described on Attachment "A" 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 real property and be binding on all parties having any right, title or interest in the described properties 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 Dunns Plantation Homeowners Association Inc., a Florida not for profit corporation, its successors and assigns.

Section 2. **"Owner"** shall mean and refer to the record property Owner, whether one or more persons or entities, of a fee simple title to any Lot or Parcel 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. **"Plat"** shall mean the plat of Dunns Plantation recorded in Plat Book 55, Pages 20,20A,20B,20Cand 20D in the public records of Duval County, Florida.

Section 4. **"Property"** shall mean and refer to that certain real property hereinbefore legally described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. **"Upland Buffer(Easement) / Wetland Preservation Area"**, shall mean all real property (including the improvements thereto) owned by the Association. Upland Buffer (Easement) / Wetland Preservation Area to be owned by the Association, free and clear of all encumbrances at the time of the conveyance of the first lot or parcel, are described as Tract "A" and Tract "B" on the Plat of Dunns Plantation property. Upland Buffer (Easement) /Wetlands Preservation Areas are also located on Lots 1, 2, 42, 43, 15 thru 26 and 34 thru 38 and are also restricted by a Conservation Easement granted to the St Johns River Water Management District and recorded in the public records of Duval County, Florida.

Section 6. **Parcel;** shall mean and refer to unplatted tracts of land located within the boundaries of the property.

Section 7. **Retention Ponds"** :shall mean the real property identified on the site plan and Plat which is subject to the easement for the drainage retention areas (Ponds) and identified as "Public Unobstructed Drainage Easement" .

Section 8- **"Lot"** shall mean and refer to any numbered plot of land shown upon the recorded subdivision map of Dunns Plantation with the exception of the parcels identified as "Tract A" ,"Tract B" and Tract "C".

Section 9- **"Declarant"** shall mean and refer to Dunns Plantation LLC, a Florida limited liability corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot or Parcel from the Declarant for the purpose of development.

Section 10- **"Wetlands"** means that portion of the Property designated on the Plat and Site Plan as Wetlands which are so designated by the Florida Department of Environmental Protection, the St. Johns River Water Management District and the U.S. Army Corps of Engineers. No development, construction, dredging or filling or disturbance in, on or over the designated wetlands of any kind is permitted without permits being obtained from the aforementioned jurisdictional agencies.

Section 11. **"Retention Pond"** is identified as a "public unobstructed drainage easement" on the plat and is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, Florida Administrative Code.

Section 12. **Entrance** property owned and maintained by the Association located at the intersection of New Berlin Road and Wages Way specifically the property designated as Tract "A" & Tract "B" on the plat, all containing signage, fencing, irrigation, landscaping and lighting.

ARTICLE II.
RECREATION AREA

Tract "A" and Tract "B" described on the Site Plan or Plat are provided for the enjoyment of all lot owners. The Declarant shall maintain the property prior to the conveyance of the same to the Association. The Association shall assume all of Declarant's maintenance obligations under any zoning ordinance affecting the Property or any permit or agreement with any governmental agency concerning any use, enjoyment or development of Tract "A" or Tract "B".

ARTICLE III.
PROPERTY RIGHTS

Section 1. **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Tracts "A" and "B" which shall be appurtenant to and shall pass with the title to every Lot, subject to: (a) the right of the Association to dedicate or transfer all or any part of the Tracts "A" or "B" to any public agency, authority, or public or private utility for such purposes, and subject to such conditions as may be agreed to by the members, and (b) subject to the approval of Duval County, Florida if the dedications or property transfer provisions constitute a change in the use as specified in the Dunns Plantation Planned Unit Development ordinance of Duval County.

Section 2. **Utility and Drainage Easements.** Certain easements as shown on the Plat or parcels are for drainage, utilities and access. The Declarant, for itself and its successors and assigns, shall have the right and privilege over, on and under said easements to erect, maintain and use electric, telephone and television wires, cables, conduits, water mains, drainage lines, drainage ditches and drainage retention areas, sewer lines, and other suitable equipment for drainage and sewage disposal purposes and for the installation, maintenance, transmission and use of electricity, gas, telephone, television, lighting, heating, water, drainage, sewage and other conveniences for utilities. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this paragraph. The Owners of the Lots or Parcels subject to the privileges, rights and easements referred to in this paragraph, and as shown on the Plat, shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over and under the easements. No structure, pavement or other improvement shall be erected on any part of any easement by the Owner of any Lot, and in the event any structure or other improvement is placed on any easement, it shall be removed upon request of the declarant, its successors or assigns, at the cost of the Owner of said Lot or Parcel. Declarant reserves an easement for ingress and egress for itself, its agents, employees, successors, assigns and the Association for maintenance and repair of the retention area as defined in Section 5 herein.

Section 3- **Retention Pond.** The Declarant hereby reserves a drainage easement ("Drainage Easement") for itself, its agents, employees, successors and assigns, and for the Association on, in and over that portion of the Property designated as the Public Unobstructed Drainage Easement ("Retention Pond") on the Plat, and which encumbers certain Lots as shown on the Plat. The Public Unobstructed Drainage Easement (Retention Pond) area is a part of the surface water and stormwater management system for Dunns Plantation, and in connection therewith, the following shall apply:

(a) **Retention Pond / Stormwater Management Facility Maintenance.** The Association shall be responsible for the maintenance, operation and repair of the Retention Pond / Stormwater Management Facilities. Maintenance of the Retention Pond / Stormwater Management Facility(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation of drainage facilities within any area defined as a drainage easement on the Plat for Dunns Plantation.. Any repair or reconstruction of the Retention Pond / Stormwater Management Facilities shall be as permitted, or if modified, as approved by the St. Johns River Water Management District and Duval County . The Declarant reserves an easement for itself, its successors and assigns, and for the Association, for reasonable ingress and egress onto the Burdened Lots encumbered by Unobstructed Drainage Easement's for necessary maintenance and repair of the Retention Pond / Stormwater Management Facilities. Owners of Burdened Lots shall maintain grass to the retention pond waters edge.

(b) **Amendment.** Any amendment to the Covenants and Restrictions which alter the Retention Pond / Stormwater Management Facility responsibility, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District and Duval County.

(c) **Enforcement**. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the Retention Pond / Stormwater Management Facility.

(d) **Taxes and Insurance** The Lots encumbered by the Retention Pond / Stormwater Management Facility Drainage Easement ("Burdened Lots") shall remain responsible for the property taxes applicable to the entire lot. The Association shall hold harmless and indemnify the Owners of the Burdened Lots for any claim or cause of action brought against an Owner of a Burdened Lot for personal or property injuries suffered in connection with or arising out of the Drainage Easement, including attorney fees and costs. The Association shall be required to maintain liability insurance for the Retention Pond / Stormwater Management Facility(s) in amounts sufficient to insure against reasonably foreseeable risks.

Section 4 - Entrance Operation, Maintenance & Repair. The property entrance, located at the intersection New Berlin Road and Wages Way consists property designated Tracts "A" and "B" on the Dunns Plantation plat. The property will be improved with signage, landscaping, irrigation and lighting and the Association is responsible for the operation and maintenance of the improvements. Tract "A" and "B" are Open Areas owned by the Association for use of all Association members and maintained by the Association.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot or parcel which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or parcel which is subject to assessment.

Section 2- The Association shall have two classes of voting membership, as follows:

Class A

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

Class B

Class B member(s) shall be the Declarant, its successors or assigns, and Declarant shall be entitled to three (3) votes for each Lot or Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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; or

(b) on December 31, 2007

(c) Declarant may elect to convert its Class B Membership to Class A Membership upon thirty (30) days written notice to the Association (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association)

ARTICLE V.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessment** The Declarant, for each Lot or Parcel owned within the Property, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefore, 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; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, and welfare of the residents in the Property and for all expenses required for the reasonable improvement, maintenance and operation of property owned by the Association and the entrance. Also included are payment of taxes assessed against the property and for any land and/or improvements added to the Property in the future and fees, permits, insurance and administrative costs.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot or Parcel to an Owner, the maximum annual assessment shall be Three Hundred Dollars ($300.00) per Lot or Parcel.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum 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 or Parcel to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or at a meeting duly called for that purpose.

(c) The maximum annual assessment may be adjusted without a vote of the membership in the event the Declarant adds land and/or improvements to the Association, provided the Associations budget is adjusted and pro rated for any change in Association expenses and the increased membership.

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

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, amortized over a period of not more than five (5) years 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 Uplands Buffer Areas and future lands added to the Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. **Borrowed Funds.** The association may borrow funds for the purposes herein and repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein.

Section 6. **Notice and Quorum for any Action Authority Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not fewer than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast the majority of all the votes of each class of membership shall constitute a quorum.

Section 7. **Uniform Rate of Assessment**
Both annual and special assessments must be fixed at a uniform rate for all Lots or Parcels and may be collected on an annual basis.

Section 8. **Date of Commencement of Annual Assessments/Due Dates**
The annual assessments provided for herein shall commence as to all Lots or Parcels on the day of the conveyance of the first Lot or Parcel to be sold by Declarant to a third party. 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 or Parcel 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. The due dates shall be established by the Board of Directors. 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. 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.

Any provision of this Declaration to the contrary notwithstanding, Lots or parcels owned by and held for sale by the Declarant shall not be subject to annual or special assessments. It is understood and agreed that until such time as Declarant shall have sold and conveyed all Lots or parcels to be developed in Dunns Plantation, that Declarant shall bear a portion of the expenses necessary for provision of the services described in Article V, Section 2, of this Declaration to the extent that said services are provided for the benefit of unsold Lots or parcels owned by the Declarant.

Section 9. **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 six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Owned Property or abandonment of Owner's Lot or Parcel..

Section 10. **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 or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or parcel 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 or parcel from liability for any assessments thereafter becoming due or from the lien thereof. Mortgage holders shall not be required to escrow any annual or special assessments for the benefit of the Association. An Owner's failure to pay assessments when due

shall not, in the absence of another document stating otherwise, constitute a default under the terms of an insured mortgage.

ARTICLE VI.
ARCHITECTURAL CONTROL

Section 1- **Single Family Residence Only**. Except as herein and otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot or building plot on said land other than one single family residence. Without the approval of the declarant and Duval County, the height of the main residence on each Lot or Parcel shall be not more than thirty-five (35) feet above the lowest finished floor slab elevation shown on the Duval County approved engineering drawings for Dunns Plantation. No building situate on any Lot or Parcel shall be used for business, commercial, amusement, charitable or manufacturing purposes. Nothing herein contained shall be construed to prevent Declarant from using any Lot or Parcel for a right of way for road purposes or easements, in which event none of the restrictions herein shall apply.

Section 2- **Building Plot**. Building Plot shall refer to all or parts of a platted Lot(s) or Parcel(s) and may consist of one or more contiguous platted Lots or Parcels, all or part of one platted Lot or Parcel, all of one platted Lot or Parcel and part of a contiguous platted Lot(s) or Parcel(s), or any other combination of contiguous parts of platted Lots or Parcels which will form an integral unit of land suitable for use as a residential building site; PROVIDED, HOWEVER, that no Building Plot shall have an area less than the smallest Lot shown on the Plat or Site Plan.

Section 3. **Minimum Square Footage for Any Principal Residence.** No principal residence shall be erected or allowed to remain on any Lot or Parcel unless the square footage of heated living area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed **1,800 square feet**.

Section 4. **Setback, Height and Lot Coverage for All Structures**. No building shall be located on any Lot or Parcel unless it shall meet the following requirements:

Setbacks	
Front Lot line	20 feet minimum
Rear Lot line	10 feet minimum
Side Lot Line	10 feet minimum
Side Lot Line Corner Lots	20 feet minimum
Height and Lot Coverage	
Building Height	35 feet maximum
Lot Area Covered	40 percent maximum of platted lot

The Declarant, the Architectural Review Board, or the Association shall have the right to release Lots from minor violations of these setback restrictions provided the violations are deemed acceptable by Duval County Building and Zoning Department.

Section 5- **Completion of Construction.** The construction of a single family residence on a Lot must be completed within 365 days from the date that the footings are poured for the single family residence. For the purposes of this paragraph, the term "completed" shall be defined to be the date that a Certificate of Occupancy is issued by the Duval County, Florida, Building and Zoning Department.

Section 6. **Other Structures**. The following buildings, structures, and objects may, if approved by the Architectural Review Board, be erected and maintained on the Lot or Parcel only if the same are located wholly within the rear yard, rear of the main dwelling, and at least 20 feet away from any side street Lot line, and at least 10 feet away from any side Lot line, and at least 10 feet from the rear Lot line or any jurisdictional wetlands line, buffer easement or drainage retention areas:

> Pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil and other fuels, clothes, racks, lines, washing and drying equipment, laundry rooms, tools and workshops, garbage and trash cans, hothouses, greenhouses, bathhouses, children's playhouses, summerhouses, outdoor fireplaces, barbecue pits, swimming pools or installation in connection therewith, or any other structure or objects of unsightly nature or appearance.

Each such object shall be screened by a wall or fence sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be obstructed from view from the outside of the Lot. Air conditioning units may be installed at the side of the residence, provided the air conditioning units are not located nearer than five feet (5') to any side Lot line. Each such unit must be adequately and ornamentally screened.

Section 7. **Garages.** All residences must be constructed with an attached garage which shall contain at least two parking places appropriate for the parking of passenger vehicles. There shall be no detached garages constructed on any Lot or Parcel. No garage shall be permanently enclosed or converted to another use without the written approval of the Architectural Review Board. No carports shall be permitted.

Section 8. **Driveways.** All improved Lots or Parcels shall have a concrete driveway. In addition, the driveways must be constructed so that the driveway will not impede the flow of surface water drainage in the manner established by Declarant. Driveway locations and elevations must be approved by the Declarant.

Section 9. **Resubdividing or Replating**. Declarant reserves the right to subdivide or replat Lot or Lots shown on the Plat, including rights of way for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy, any replotted or resubdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the Plat immediately prior to the replotting or resubdividing, and the restrictions herein contained shall apply to each Lot as replotted or resubdivided except any Lot or Lots resubdivided for road purposes or easements.

Section 10. **Fences.** Hedges, fences or walls may not be built or maintained on any portion of any Lot or Parcel except on the rear or interior side Lot line, and no closer to the front of the Lot than the back line of the main residence and no closer than 20 feet to a side street, when the residence is situated on a corner Lot.

Fences on Lots that border the retention pond must be no higher then 4 feet from the normal surface of the ground and be constructed of metal in a" picket fence" style.

Notwithstanding anything to the contrary herein, there shall be no chain-link fence allowed. Metal or vinyl picket fences will be preferred however no fence or wall shall be erected until the quality, style, color and design shall have been first approved by the Architectural Review Board.

Section 11. **Landscaping**: The front and side yards of each lot shall be fully sodded and the rear yard of lots that border the retention pond must be fully sodded. Each Lot or Parcel shall contain at least two (2) trees that are at least two inches (2") in diameter two feet (2') above the ground. In addition, each lot shall contain at least twenty (20) shrubs. These landscape requirements do not supersede any more restrictive requirements of Duval County. It is the intent of the Architectural Review Board that each Lot or Parcel be landscaped so as to preserve as much natural vegetarian as possible.

Section 12. **All Structures to be Approved by Declarant.**
For the purpose of further insuring the development of the Property as a residential area of high quality and standards, and in order that all improvements on each Lot or Parcel shall present an attractive and pleasing appearance, the Declarant reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein.

No residence or other building, and no building, fence, wall, septic tank, drain field, driveway, mail box, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage, tree removal plan, construction schedule and such other information as the Declarant shall require, including, if so required, plans for the grading and landscaping of the Lot, showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Declarant in writing.

The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason ' including purely aesthetic reasons and reasons connected with Declarant's development plans for the land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Declarant may consider the suitability, desirability and quality of the proposed construction and the materials. In the event Declarant fails to approve or disapprove the plans and specifications required under the terms of this paragraph within thirty (30) days after they have been submitted to Declarant in writing, such approval shall not be required, and the Lot or Parcel Owner shall be deemed to have complied with the provisions of this paragraph. The Declarant may assign the rights granted in these Sections 10,

11 and 12 to a three-person Plan Review Board (Architectural Review Board) which will be appointed by the Declarant, or to the Association.

Section 13. **No Parking of Vehicles, Boats**. No wheeled vehicles of any kind, boats or other offensive objects may be kept or parked between the Roadways and the residences. They may be kept on the lot if enclosed completely within a garage attached to the main residence, or in the side or rear yard if approved by the Archictural Review Board and screened so as to be totally isolated from public view. Lot Owners private automobiles bearing no commercial signs may be parked in the driveway on the Lot from the commencement of the use thereof in the morning to the cessation of use thereof in the evening, and otherwise should be garaged. Private automobiles of guests may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailers or recreational vehicles shall be maintained or kept on any Lot or Parcel.

Section 14. **No Sheds, Shacks or Trailers**. No shed, shack, trailer, tent, mobile home or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any Lot or Parcel, except the Declarant or authorized building contractor shall have the right to place a temporary trailer on a Lot or Parcel for the purpose of operating a sales office. The use of adequate sanitary toilet facilities for workmen during the course of construction of the main residence and other buildings is permitted hereunder. Likewise, any contractor or sales person may maintain a model home on any Lot or Parcel for the sale of houses being built within Dunns Plantation.

Section 15. **Size of Signs**. No sign of any character shall be displayed or placed upon any Lot or Parcel except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which they are displayed and shall be of materials, size, height, and design specified by the Declarant. The Declarant may enter upon any Building Plot and summarily remove any signs which do not meet the provisions of this section.

Section 16. **Commercial Signs**. Nothing contained in these Covenants and Restrictions shall prevent the declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes.

Section 17. **Aerials and Antennas**. No radio or television aerial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind, including, but not limited to television disks and other electronic signal receiving devices exceeding 18" in width, shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot or Parcel occupied by a building or other structure.

Section 18. **Mail Boxes**. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines or similar material shall be erected or located on any Lot or Parcel unless and until the size, location, design and type of material for said boxes or receptacles shall have been ,approved by the Declarant.

Section 19. **Pets.** No more than two (2) dogs, or two (2) cats, or four (4) birds or four (4) rabbits may be kept on a single Building Plot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose. If, in the sole opinion of the Declarant or Association, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or become destructive of wildlife, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 20. **No Offensive Activities.** No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property or upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of the Property or road rights of way.

Section 21.- **Drainage.**

(a) No change in elevations of the land shall be made to any Lot or Parcel which will interfere with the surface water drainage system established by the Declarant or otherwise cause hardship to adjoining property. Lots may not be excavated, graded or filled beyond the specifications established by the Approved subdivision construction drawings.

(b) There shall be no drainage or artificial altering or change on the courses of the natural flow of water.

(c) Grades are to be established and maintained through construction, with no alterations thereto without Declarant's written approval. Upon completion of construction, disturbed swales or road shoulders shall be restored to their original grades, and any damage that may have occurred to the underdrain system, drainage pipes or structures or the retention areas shall be repaired.

Section 22. **Property Maintenance** Each lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, and wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right9 although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining,, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the

construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. **Enforcement.** The Declarant, the Association, or any Owner, shall have the right to enforce, by any 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 Declarant, 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.

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 Property 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. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of each class of members. Any amendment must be recorded in the public records of Duval County, Florida.

Section 4. **Annexation**. Declarant may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 4, property seperated only by public or private roads, water bodies, golf courses, or open spaces shall be deemed contiguous) , and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 5- **Assignment.** Declarant may assign to any person all or some of the rights, privileges and exemptions granted herein to Declarant in connection with the ownership, use or development of a portion of the Property. Any such assignment shall be nonexclusive unless otherwise noted and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 21ST day of JUNE, 2002.

Signed, sealed and delivered
in the presence of:

Sign J. L. Hardin
Print Name: J. L. HARDIN

Sign Barbara S. Walker
Print Name BARBARA S. WALKER

DUNNS PLANTATION LLC.

By Michael E. Braren
Print Name MICHAEL E. BRAREN
Its MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21ST day of JUNE, 2002, by MICHAEL E. BRAREN as MANAGING MEMBER of DUNNS PLANTATION LLC., who is personally known to me.

NOTARY PUBLIC

J. L. Hardin
MY COMMISSION # DD059465 EXPIRES
September 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

J. L. Hardin
Print Name: J.L. HARDIN
Commission Expires: 09-23-05
Commission #. DD059465

ATTACHMENT "A"

LEGAL DESCRIPTION

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN DEED BOOK 1050, PAGE 456, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT LYING IN THE WESTERLY RIGHT OF WAY LINE OF NEW BERLIN ROAD (A 86 FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID POINT LYING IN A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2894.79 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 69.73 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°24'24" EAST AND A CHORD DISTANCE OF 69.72 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 2849, PAGE 108, OF AFORESAID CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE AND SAID WESTERLY RIGHT OF WAY LINE AN ARC DISTANCE OF 283.46 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40°38'27" EAST AND A CHORD DISTANCE OF 283.34 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4279, PAGE 434 AND OFFICIAL RECORDS VOLUME 2538, PAGE 332, OF THE AFORESAID CURRENT PUBLIC RECORDS; THENCE SOUTH 39°41'11" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 279.86 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 1340, PAGE 260 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°15'36" WEST, ALONG SAID LINE, A DISTANCE OF 299.27 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID DEED BOOK 1340, PAGE 260; THENCE SOUTH 11°03'24" EAST, ALONG THE WESTERLY LINE OF SAID DEED BOOK, A DISTANCE OF 892.76 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3212, PAGE 986, OFFICIAL RECORDS VOLUME 3212, PAGE 50, AND DEED BOOK 1340, PAGE 998, ALL OF THE AFORESAID CURRENT PUBLIC RECORDS; THENCE SOUTH 30°01'00" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 368.32 FEET TO THE MOST WESTERLY LINE OF SAID LANDS; THENCE NORTH 80°21'22" WEST, ALONG THE MONUMENTED SOUTHWESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 3404, PAGE 48, PARCEL 1, OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1233 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WATERS OF DUNN CREEK; THENCE NORTHERLY, ALONG SAID EDGE OF WATER, A DISTANCE OF 897 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 1050, PAGE 456 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 74°34'00" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 865 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4767, PAGE 289 OF SAID PUBLIC RECORDS; THENCE SOUTH 15°24'04" EAST A DISTANCE OF 138.91 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 74°34'28" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS, AND THE SOUTHEASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 4282, PAGE 739, OFFICIAL RECORDS VOLUME 2888, PAGE 345, AND OFFICIAL RECORDS VOLUME 4009, PAGE 1167, A DISTANCE OF 513.47 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5309, PAGE 1048, AND OFFICIAL RECORDS VOLUME 2849, PAGE 108; THENCE NORTH 58°18'55" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS, A DISTANCE OF 237.72 FEET TO THE POINT OF BEGINNING.

CONTAINING: 37.78 ACRES, MORE OR LESS.

CONSENT OF MORTGAGEE,

KNOW ALL MEN BY THESE PRESENTS: That: Washington Mutual Bank, is the owner and holder of the following mortgage which encumbers the lands on Exhibit 'A" attached hereto:

_____

_____

and hereby consents to the making of the Declaration of Covenants, Conditions and Restrictions for Dunns Plantation and the recording of same in the public records of Duval County, Florida, and the Mortgagee agrees that the lien of its mortgage as it applies to the property described herein shall be subject to the terms, provisions and conditions contained in said Declaration of Covenants, Conditions and Restrictions.

DATED this 19 day of, JUNE 2002.

Signed, sealed and delivered
in the presence of:

Sign [signature]
Print Name: Terri L. Kessler

Sign Arlene King
Print Name ARLENE KING

WASHINGTON MUTUAL BANK

By: [signature]
Print Name Lawrence D. Shields
Its Vice President.

STATE OF FLORIDA
COUNTY OF ~~ST JOHNS~~ SEMINOLE

The foregoing instrument was acknowledged before me this 19 day of JUNE, 2002, by LAWRENCE D. SHIELDS as VICE PRESIDENT of WASHINGTON MUTUAL BANK, on behalf of SAID BANK. Said person is personally known to me.

NOTARY PUBLIC

Arlene King
Print Name ARLENE KING
Commission expires: 03/19/2006
Commission #: DD101555

ARLENE KING
Notary Public - State of Florida
My Comm. Expires Mar 19, 2006
Commission # DD101555

5 MIN. RETURN
PHONE # 482-1102

Prepared By:
Dunns Plantation Homeowners Assoc., Inc
4315 Pablo Oaks Ct. Suite 1
Jacksonville, Fl. 32224
For Recording and Return

Doc# 2002330832
Book: 10774
Pages: 2434 - 2437
Filed & Recorded
11/20/2002 08:34:38 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING $ 17.00
TRUST FUND $ 2.50

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DUNNS PLANTATATION

This First Amendment To Declarations of Covenants, Conditions and Restrictions Amends that certain Declaration of Covenants and Restrictions for Dunns Plantation as recorded in Official Records Book 10544, pages 2072 to 2087, of the public records of Duval County, Florida (the Declaration"), is executed this 19th day of November, 2002, by Dunns Plantation, LLC a Florida Limited Liability Company (the "Declarant"), Dunns plantation Homeowners Association, Inc. (the "Association") and by not less then 2/3 of the Class "A" and Class"B" members of the Dunns Plantation Subdivision Lot Owners.

WITNESSETH

WHEREAS, Article VII, Section 3, of the Declaration provides that the Declaration may be amended by an instrument signed by not less then 2/3 of each class of members of the Dunns Plantation Homeowners Association; and

WHEREAS, The Declarant desires to amend the provisions of the Declaration; and

WHEREAS, the Declarant is the owner of more then 2/3 of the Class B memberships; and

WHEREAS, more then 2/3 of the Class A members have agreed to this amendment of the Declaration.

NOW, THEREFORE, pursuant to Article VII, Section 3, of the Declaration, the Declarant hereby amends the Declaration as follows:

4

1. Article VI, Section 4 of the Declaration is changed as follows:

Side Yard Setback is now 7 ½ feet.

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

IN WITNESS WHEREOF the Declarant has caused this Amendment to be executed on this day and year first written above.

Sign _____

Print Name Russell Zimmerman

DUNNS PLANTATION, LLC

By: _____

Mgr./Member

Sign _____

Print Name J.L. HARDIN

Print Name MICHAEL E. BRAREN

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19TH, day of November, 2002, by Michael E. Braren, Manager / Member of Dunns Plantation LLC., who is personally known to me.

NOTARY PUBLIC

_____

J. L. Hardin
MY COMMISSION # DD059465 EXPIRES
September 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

_____

Print Name

Commission Expires _____

Commission # _____

CONSENT OF CLASS "A" MEMBERSHIP

DUNNS PLANTATION HOMEOWNERS ASSOCIATION

The following lot owners, being over 2/3 of the Class "A" members, consented to the making of this First Amendment to Dunns Plantation Declaration of Covenants and Conditions and Restrictions and the recording of the same in the public records of Duval County, Florida.

Lot #'s 4, 6, 8, 10, 14, 18, 62, 64, 68, 70, 72, 78, 88 + 92 **Crawford Homes, Inc.**
Lot #'s 1, 5, 15, 17, 19, 43 + 81 **Coppenbarger Homes, Inc**

Dated this 19TH **, day of** NOV **, 2002.**

Signed and sealed in the presence of:

Sign _____

Print Name Russell Zimmerman

DUNNS PLANTATION HOMEOWNER ASSOCIATION, Inc.

By _____

Print Name MICHAEL E. BRAREN

Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19TH **day of November, 2002, by Michael E. Braren as President of Dunns Plantation Homeowners Association, Inc. . Said person is personally known to me or produced _____ as identification.**

NOTARY PUBLIC

_____

Print Name _____

J. L. Hardin
MY COMMISSION # DD059465 EXPIRES
September 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Expires _____

Commission # _____

CONSENT OF CLASS "B " MEMBERSHIP

DUNNS PLANTATION HOMEOWNERS ASSOCIATION

I consent to the making of this First Amendment to Dunns Plantation Declaration of Covenants and Conditions and Restrictions and the recording of the same in the public records of Duval County, Florida.

Dated this 19TH, day of November, 2002.

Signed and sealed in the presence of:

Sign _____

Print Name Ronald Zimmerman

DUNNS PLANTATION LLC.

By _____

Print Name Michael E. Braren

Its Manager / Member

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19TH day of November, 2002, by Michael E. Braren as Manager / Member of Dunns Plantation LLC. Said person is personally known to me or produced _____ as identification.

J. L. Hardin
MY COMMISSION # DD059465 EXPIRES
September 23, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC

_____

Print Name _____

Commission Expires _____

Commission # _____