

OFFICIAL VOTING PACKAGE SPRING LAKE ESTATES OF NASSAU CO. OWNERS ASSOCIATION, INC.

Regarding the revitalization of the Covenants and Restrictions and Amendments.

- ***Declaration of Covenants, Conditions, Restrictions and Easements:***
*Recorded on or around January 14, 1988 in Official Records Book: 534,
Page:1242-1265*
- ***First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements:***
*Recorded on or around April 5, 1988 in Official Records Book: 540, Page: 64-66,
in the Public Records of Nassau County, Florida.*
- ***Supplemental Declaration of Covenants, Conditions and Easements:***
*Recorded on or around May 16, 1988 in Official Records Book: 543, Page: 400-
401, in the Public Records of Nassau County, Florida.*
- ***Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements:***
*Recorded on or around December 31, 1997 in Official Records Book: 0818, Page:
1020-1022, in the Public Records of Nassau County, Florida.*

NOTICE OF SPECIAL MEETING OF THE MEMBERS OF SPRING LAKE ESTATES OF NASSAU CO. OWNERS ASSOCIATION, INC.

The *Spring Lake Estates of Nassau Co. Owners Association, Inc.* Board of Directors, on behalf of its members, is hereby providing this Notice of a Special Meeting of the membership for the purpose of voting on the revitalization of the following Covenants and Restrictions:

- ***Declaration of Covenants, Conditions, Restrictions and Easements:***
Recorded on or around January 14, 1988 in Official Records Book: 534, Page:1242-1265
- ***First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements:***
Recorded on or around April 5, 1988 in Official Records Book: 540, Page: 64-66, in the Public Records of Nassau County, Florida.
- ***Supplemental Declaration of Covenants, Conditions and Easements:***
Recorded on or around May 16, 1988 in Official Records Book: 543, Page: 400-401, in the Public Records of Nassau County, Florida.
- ***Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements:***
Recorded on or around December 31, 1997 in Official Records Book: 0818, Page: 1020-1022, in the Public Records of Nassau County, Florida.

Date: **March 9, 2021**

Time: **7:00 p.m.**

Place: **543350 US Highway 1**
Callahan, Florida 32011

Voting Method: In person or by proxy

Voting Form and
Instructions: See attached

AGENDA

The agenda for the meeting to be held on **March 9, 2021 at 7:00 p.m.** is to discuss the revitalization of the below mentioned Covenants, Restrictions, and Amendments. The exact changes are attached and by reference made a part of this packet.

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OFFICIAL BALLOT

I vote on the issue of the proposed revitalization of the Covenants, Restrictions and Amendments referenced below as follows:

- ***Declaration of Covenants, Conditions, Restrictions and Easements:***
Recorded on or around January 14, 1988 in Official Records Book: 534, Page:1242-1265
- ***First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements:***
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_____ Yes

_____ Nay

INSTRUCTIONS

This ballot may be only submitted in person at the special meeting to be held on the 9th day of March, 2021; or, the member may submit a proxy ballot which is attached to this packet. If you are not going to attend the special meeting, please use the proxy ballot herein attached.

OFFICIAL PROXY BALLOT

The undersigned owner of the property located at _____, Callahan, Florida, within the *Spring Lake Estates of Nassau Co. Owners Association, Inc.*, does hereby constitute and appoint _____ as proxy of the undersigned at the special meeting of the members of the Association to be held on March 9, 2021 at 7:00 p.m. and to be located at **543350 US Highway 1, Callahan, Florida 32011**. My proxy above-named will have full authority to vote upon the proposed revitalization of the Covenants and Restrictions as defined below. This proxy is effective only for the specific meeting referenced above or if the meeting is adjourned and reconvened, for said subsequent meeting. However, this proxy expires ninety (90) days from the date signed below. Further, this proxy is revocable at any time at the pleasure of the undersigned.

I hereby direct my proxy to vote on the issue of the revitalization of the Covenants, Restrictions and Amendments referenced below, as follows:

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Recorded on or around December 31, 1997 in Official Records Book: 0818, Page: 1020-1022, in the Public Records of Nassau County, Florida.

_____ Yes

Homeowner's Signature

_____ Nay

Property Address:
Callahan, Florida 32011

Dated: _____

PROPOSED COVENANTS AND RESTRICTIONS FOR SPRING LAKE ESTATES OF NASSAU CO. OWNERS ASSOCIATION, INC.

Declaration of Covenants, Conditions, Restrictions and Easements Spring Lake Estates

THIS DECLARATION is made on the date hereinafter set forth by SPRING LAKE ESTATES OF NASSAU CO., INC., a Florida corporation (“Association”).

WITNESSETH:

WHEREAS, Association is the owner of certain property in Nassau County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof (“Property”).

WHEREAS, the Association desires to continue to provide for the orderly development/maintenance; of the Property so as to promote the well-being of the residents thereupon and value of the Property.

WHEREAS, it is contemplated that the development will continue to be completed in several platted stages, the initial stage of which is designated as Spring Lake Estates, Unit One. Additional property more fully described on Exhibit B (“Additional Property”) may be annexed by the Association, without consent of the Owners whose Lots may be subject to his Declaration or the consent of mortgagees holding mortgages on such Lots, within fifteen (15) years of the date of recording of this Declaration pursuant to the provisions more fully set forth in Article IV hereof.

WHEREAS, Association has determined that it is advantageous to continue to maintain a not-for-profit corporation for the purpose of managing and operating the Property and Common Property, performing certain maintenance obligations and performing such other duties and obligations as further defined herein.

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

ARTICLE I

DEFINITIONS

Section 1. “Additional Property” shall mean and refer to the land more fully described on Exhibit B and any real property located adjacent to or contiguous with the Property or the land described on Exhibit B, which is owned by Association from time to time and annexed to this Declaration.

Section 2. “Association” shall mean and refer to SPRING LAKE ESTATES OF NASSAU COUNTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 3. “Building Plot” shall mean and refer to all or part of a platted Lot or Lots and may consist of one or more contiguous platted Lots or portions thereof upon which a Dwelling and other improvements are constructed.

Section 4. “Common Property” shall mean and refer to all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Property may include certain other interests in property, real and personal, as are designated by the Association as a part of the Common Property including without limitation certain areas not owned by the Association but for which the Association is responsible for the maintenance.

Section 5. “Association” shall mean and refer to Spring Lakes Estates of Nassau Co., Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Association for the purposes of continuing to ensure the development and such rights are specifically assigned by Association and assumed by assignee. Successors shall not include persons purchasing Lots which are intended for their personal residence. (See also Article VII, Section 5.)

Section 6. “Declaration” shall mean and refer to this Spring Lake Estates Declaration of Covenants, Conditions, Restrictions and Easements applicable to the property as recorded in the public records of Nassau County, Florida and amended and supplemented from time to time.

Section 7. “Dwelling” shall mean and refer to one single family detached unit together with appurtenances approved hereunder to be used as the residence of the Owner.

Section 8. “Lot” shall mean and refer to any unimproved plot of land shown upon any recorded subdivision plat of the Property except the Common Property.

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

Section 10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Building Plot which is located within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Property” or “Properties” shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements, the title of which are reserved by the Association or its assignees,) and such additions to the Property as may hereafter be brought within the jurisdiction of the Association by annexation of such parcel of land pursuant to the provisions of Article IV.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. General Provisions. For the purposes of continuing to insure the development of the Property as a residential area of the highest quality and standards and in order that all improvements on each Lot or Building Plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Association reserves and exclusive power, right and discretion to control all of the Dwellings, buildings, structures and other improvements on the Property in the manner and to the extent set forth herein. No Dwelling, other Building, fence, wall, sign, site paving, grading, parking area, building addition, screen enclosure, septic tank, well, disposal system, decorative storage building, landscaping, landscaping device, or exterior lighting plan or any other erected by the Association, shall be commenced, erected, modified, added to or maintained upon the Property, nor shall Improvement be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to the approved in writing by the Association as to harmony of external design, location in relation to surrounding structures and topography in the manner hereinafter set forth.

Section 2. Submission and Approval of Plans. Prior to commencement of any Proposed Improvement on any Lot or Building Plot within the Property, the person or entity intending to make such Proposed Improvement (other than Association) shall submit two (2) complete sets of all plans and specifications for such Proposed Improvement to Association. The Association may also

require submission of samples of building materials and colors proposed to be used for any Proposed Improvement and may require such additional information as reasonably may be necessary for the Association to completely evaluate the Proposed Improvement in accordance with the Declaration and such other criteria as it shall deem relevant.

The Association shall approve or disapprove any Proposed Improvement or change or modification thereto. If the Association approves such Proposed Improvement, the Association shall sign the copies of the approved plans and specifications and return one set to the person or entity intending to make such Proposed Improvement. If the Association disapproves the Proposed Improvement, the Association shall specify in writing the objections thereto and Owner or other entity submitting plans may re-submit revised plans. If the Association fails to approve or disapprove a Proposed Improvement within thirty (30) days after submission of all information deemed necessary by Association, then the Proposed Improvement shall be deemed approved, except that in no event shall a Proposed Improvement which does not comply with the provisions of this Declaration be deemed approved.

If any Proposed Improvement or existing improvement shall be changed, modified or altered without prior approval of the Association, then the Owner shall, upon demand, cause the improvement to be restored to comply with the original plans approved by the Association, and such Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Association in connection with obtaining the Owner's compliance therewith.

An easement is hereby reserved by the Association to enter upon any Lot or Building Plot upon which a Dwelling or other improvement is located which is not in compliance with the approved plans and specifications, or is being used in contravention of the permitted uses herein, to remedy or correct the violations, if the Owner of the Lot or Building Plot in violation fails to correct such violation within ten (1) days of receipt of written notice thereof by Association.

Once a Proposed Improvement is approved, the Owner shall immediately commence such Proposed Improvement and shall diligently proceed with construction until completion and such improvements shall be completed within one (1) year from commencement of construction.

Section 3. Liability for Proposed Improvements. Any Owner making or causing to be made any Proposed Improvement to the Property, a Lot or Building Plot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, to hold the Association, and all other Owners harmless from any liability or damage to the Property, the Lot, the Building Plot or to persons resulting therefrom and from expenses arising in connection with the Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement upon installation thereof and for its compliance with any governmental codes, rules or regulations. The approval by the Association hereunder may

be based solely upon aesthetic consideration and neither the Association, nor its successors or assigns, shall be deemed or construed to be liable in any manner in the event that the Proposed Improvement is found to be unsuitable for its intended purpose or otherwise effective.

Section 4. Architectural Planning Criteria. The following Architectural Planning Criteria shall apply to any Proposed Improvements on the Property. Any requirements contained in the following provisions requiring approval by the Association shall not be construed to in any manner limit the Association's review rights as generally set forth in Section 1 and 2 of this Article. The following list is not comprehensive and may be modified as deemed necessary and reasonable by the Association.

- (a) Lot Size. As to the Lots or Building Plots contained within the Property, the Dwellings shall be sited so as to promote the view from all Dwellings and to promote privacy. No Lot of Building Plot shall be divided or resubdivided by any entity or person, other than Association, into a smaller Lot. Provided, however, that a Lot may be resubdivided by the Association for the purposes of a road. A Dwelling may be constructed on one platted Lot or on a combination of contiguous platted Lots (which is defined above constitutes a "Building Plot"), provided however, no Dwelling shall be constructed on a Lot consisting of less than one-half acre of land. The foregoing prohibition shall not be construed to prohibit corrective deeds or other corrective instruments as may be required from time to time to correct any conveyance of Lots.
- (b) Building Height. No Dwelling or other Improvement constructed on any Lot or Building Plot shall be more than two stories or thirty-five (35) feet from the normal elevation of the ground
- (c) Required Square Footage. No one story residence, one and one-half story residence, split level residence nor two story residence shall be erected or allowed to remain on any Lot or Building Plot unless the total floor area of all floors, exclusive of screened or unscreened porches and garages, shall equal or exceed 1,400 square feet.
- (d) Detached Outbuildings/Improvements/Garages. No detached improvements, as hereinafter defined, shall be erected or allowed to remain on any part of a Lot or Building Plot without the prior approval of the Association obtained in the manner hereinbefore set forth. Such detached improvements may be erected and maintained on a Lot only if the same are located wholly within the rear yard of the Dwelling and at least 75 feet from the front Lot line, at least 20 feet from side street Lot line, at least 10 feet from any side Lot line and at least 25 feet from any rear lot line. Permitted outbuilding improvements shall be walled, fenced, or sufficiently landscaped, using materials and with height and design in such a manner. The term "detached outbuilding" as used

herein includes, garage, carport, laundry room, tool or workshop, hot house, greenhouse, guest house, children's playhouse, summerhouse or other structure which extends more than three (3) feet above the normal surface of the ground and which is detached from the Dwelling.

- (e) Building Restriction Requirements. No Dwelling or other building shall be located in any Lot nearer than thirty (30) feet from the front Lot Line, and no nearer than ten (1) feet from any side Lot line and no nearer than fifteen (15) feet from any rear Lot line. To the extent that any Lot boundary is on a lake the setback line for such Lot shall be as set forth on the recorded plat. No Dwelling or other building constructed on a corner Lot shall be constructed nearer than twenty (20) feet from the abutting side street. The foregoing set back lines shall be measured from the respective Lot lines to the foundation of any dwelling or building for purposes of determining compliance with the setback requirements. In the event a Dwelling is constructed on a Building Plot the side set back requirements shall apply only to the outermost side Lot lines.
- (f) Antennae. Any aerial, antenna, satellite dish or similar device to be placed or erected upon any Lot or Building Plot or affixed in any manner to the exterior of any Dwelling or improvement on a Lot or Building Plot must be approved by the Association.
- (g) Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot or Building Plot unless approved by the Association.
- (h) Signs. No signs, except for one "For Sale" or "For Rent" sign, no greater than six (6) square feet, may be placed on any Lot. The Association may enter upon a Lot and remove any signs which are not in compliance herewith and such entry shall not be deemed a trespass. Provided, however, such restrictions for signage shall not apply to the Association or its designees during the period of sales and construction.
- (i) Games and Play Structures. All play structures, any platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be located in the rear of any Lot or Building Plot, which structure must have prior approval of the Association. It is specifically acknowledged that in reviewing such plans for any raised structure, the Association shall assure that any use of such raised structure does not result in violation of the privacy of adjacent Owners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.
- (j) Fences, Walls and Hedges. The composition, location, color and height of any fence, wall or hedge to be constructed on any Lot or Building Plot is subject to the approval of

the Association. The Association will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. Fences, walls or hedges may not be built or maintained on any portion of any Lot except on the rear or side Lot line and no closer to the front of the Lot than the frontline of the Dwelling; nor closer than twenty (20) feet to a side street when the Dwelling is located on a corner Lot. No fence, wall or hedge shall be maintained higher than six (6) feet from the normal elevation of the ground. Without limiting any other provision or requirement hereof, the type and location of fences which are or may obstruct the sight lines at intersections may be specifically restricted.

- (k) Garbage and Trash Containers. No Lot or Building Plot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb.
- (l) Temporary Structures. Unless first approved in writing by the Association, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently, except that a Lot may be used by Association or its designee as a sales office, construction office or model during the development of the Property or Additional Property by Association or its designee.
- (m) Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.
- (n) Utility Connections. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television, shall be underground from the connecting points to the Dwelling or shall be installed in such a manner to be acceptable to the governing utility authority.
- (o) Air Conditioning Equipment. Central air conditioning units only shall be permitted for use in the Dwelling and window or wall air conditioning units may be used on an approved outbuilding. All exterior components of the central air conditioning units shall be screened from sight from the street side of the Dwelling and any permitted window unit shall be located on the side of the outbuilding which does not face the street.
- (p) Garages. All dwellings shall have a garage at least 20 by 20 feet for storage of two cars. Rear or side entry garage doors are encouraged, although front entry garage doors are encouraged, although front entry garages shall be permitted if an acceptable plan is

submitted. No garage may be enclosed for use as a part of a Dwelling unless a replacement garage is constructed on such Lot, or the garage door is retained as the exterior facade, which garage shall be in all ways in compliance with architectural guidelines.

- (q) Exterior Clothes Drying. Any clothes lines or similar devices to be erected or installed on any Lot or Building Plot for the purposes of drying clothes or other items, unless temporary in nature, shall be of a nature and screened from view in a manner approved by the Association.
- (r) Swimming Pools and Decks. Any swimming pool, whether above or in ground, together with any screening or decking, shall be subject to approval by the Association.
- (s) Outdoor Storage. Any fuel tanks, gas or electric meters or other materials, supplies and equipment which are stored outside must be placed or stored in such a way to conceal them from view from the roadways or adjacent Lots. Any such visual barrier may consist of either fencing, landscaping or planting approved as provided herein. No such material shall be covered by plastic or canvas.

ARTICLE III

USE RESTRICTIONS

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

Section 1. Residential Uses. Lots and Building Plots shall be used for residential living purposes and for no other purpose, and no business or commercial use may take place on any Lot or Building Plot and no business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing use may be carried on any Lot, Building Plot or on the Property. No Dwelling or other improvement situate on any Lot or Building Plot shall be rented or leased separately from the rental or lease of the entire Lot or Building Plot and no part of any such Dwelling shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient uses. All leases shall be for a term of at least six (6) months. No duplex residence, garage apartment or apartment house may be erected or allowed to be maintained on any Lot or Building Plot within the Property. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servants' quarters, even otherwise permitted hereunder, shall be at any time used as a residence, either temporarily or permanently.

Section 2. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Property nor shall anything be done or maintained on any Lot or Building Plot which may be or become a nuisance, source of embarrassment, discomfort or annoyance to the Owner's Building Plot which will result in an increase in insurance rates for such Lots or Building Plot or any other Lots or Building Plots.

Section 3. Maintenance Required and Failure to Maintain. No unsightly vegetation shall be permitted to grow or remain upon any Lot or Building Plot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or Building Plot. The Owner shall maintain the exterior of the Dwelling and all improvements, including all landscaping, on Owner's Lot or Building Plot in good and workmanlike manner, and shall present a neat and clean appearance. In the event that the any Owner fails or refuses to keep his Lot or Building Plot free of unsightly growths or objects, or to keep the Dwelling or other improvements, including all landscaping, in a good and workmanlike manner and in a neat and clean appearance, after giving written notice of the Association's or Association's intent to do so and the Owner's failure to act within ten (10) days from date of notice, the Association or the Association or their agents may, but are not obligated to, enter upon the Lot or Building Plot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. During construction of a Proposed Improvement, each Owner will be required to maintain his Lot or Building Plot in an orderly condition, providing for trash and rubbish receptacles and disposal.

In addition, in the event of damage or destruction due to fire or other casualty, the Owner of the Lot of Building Plot sustaining such damage or destruction shall repair or rebuild the Dwelling or improvements so damaged to their condition prior to such damage or destruction, commencing such repair or restoration within a reasonable time after the damage or destruction. If the Owner elects not to restore or rebuild the Dwelling or improvements, all debris shall be removed from the Lot or Building Plot and the Lot or Building Plot shall be levelled and maintained in a clean and sanitary condition.

Section 4. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two, three or four wheel all-terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives within the Property.

Section 5. Noise. Exterior noise, and noise emanating from within Dwellings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained at such volume that the noise is not audible beyond the boundaries of the Lot or Building Plot from 11:00 p.m. until 7:00 a.m.

Section 6. Parking. Except for the occupant's private automobile, no wheeled vehicles of any kind, boats or similar objects may be kept or parked between the paved road and the Dwelling

except as hereinafter provided. Such vehicles may be kept completely inside a garage attached to the Dwelling or within the rear yard. Private automobiles of guests of the occupants may be parked in driveways and other vehicles may be parked in such driveways the time necessary for pick-up and delivery services. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot.

Section 7. Lawful Use. No immoral, improper or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 8. Wells. The source of water for each Dwelling shall be a well. Prior to drilling any well the Owner shall obtain the approval of Association as to location of the well in connection with the location of adjacent Owner's well and septic tank and the identity of the drilling company, it being the intention of the Association to permit only qualified companies to perform such work on the Property. The well shall be drilled solely at the expense of the Owner and Owner shall be responsible for obtaining all permits necessary to drill the well. The Owner shall be responsible for all maintenance, operation, repair and replacement of the well.

Section 9. Septic Tanks. Each Owner shall provide for sewage disposal by the installation of a septic tank. Prior to installing such septic tank the Owner shall obtain the approval of the Association as to the identity of the company and to location of the septic tank in connection with the location of the septic tank in connection with the location of the adjacent Owner's well and septic tank. No septic tank shall be located within seventy five (75) feet of the side boundary of the adjoining Lot unless there is evidence that such location shall not interfere with the ability of the adjoining Lot Owner to install a well and septic tank on its Lots. The installation of the septic tank shall be solely at the cost and expense of the Owner and Owner shall be responsible for obtaining all permits necessary therefor. The Owner shall also be responsible for all maintenance, operation, safety, repair and replacement of the septic tank.

Section 10. Sight Distance at Intersection. The Association shall have the right, but not the obligation, to remove or to require the removal of any fence, wall, hedge, shrub, tree, bush or other thing, natural or artificial, placed or located upon any Lot or Building Plot if the location of same will, in the sole judgement and opinion of the Association, obstruct the vision of the motorist upon any street.

Section 11. Temporary Facilities. No shed, shack, trailer, tent or other temporary or movable buildings or structures of any kind shall be erected or permitted to remain on any Lot. However, this provision shall not prevent the erection of a temporary storage facility during the period of actual construction of the main Dwelling and other buildings hereunder, nor the use of adequate sanitary facilities for workmen during construction. Likewise, any contractor or salesperson may

maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of houses being built on the Property.

Section 12. Pets. No animals, livestock or poultry (other than laying backyard hens which are confined) of any kind shall be raised, bred or kept on any Lot, except dogs, cats and household pets may be kept so long as they are not bred or maintained for commercial purposes. If the permitted pets become dangerous or an annoyance or nuisance on the Property, they may not thereafter be kept on the Lot. Birds and rabbits shall be caged at all times.

Section 13. Restriction on Road Construction. At no time shall any Owner be permitted to convey any portion of such Owner's Lot nor convey an easement there over which shall result in the creation of a roadway connecting property outside the Property to the roadways contained within the Property without the consent of Association which consent may be withheld in Association's sole discretion and if granted may be conditioned upon such terms as Association deems reasonable in its sole discretion. Without limiting any other provision for remedies in this Declaration, the Association shall be entitled to the remedies of an injunction and/or damages caused by any Owner's violation of this provision.

ARTICLE IV

ANNEXATION OF PROPERTY

Section 1. Association's Annexation. The Association shall have the right, until fifteen (15) years from the date of the revitalization of this Declaration, from time to time, and in its sole discretion, to annex to the Property and to subject to the terms of this Declaration all or part of the Additional Property.

Section 2. Association Annexation. At such time as the Association no longer owns any Property subject to the Declaration, the Association shall have the right to annex land owned by it to the terms and conditions of this Declaration.

Section 3. Supplemental Declarations. Any such additions to the Property authorized above may be made by filing of record of one or more supplemental declarations. With respect to the any Additional Property annexed by the Association, the supplemental declaration need only be executed by the Association and shall contain a statement that the real property that is the subject of the supplemental declaration is to be deemed a part of the Property subject to this Declaration. With respect to an annexation by the Association, such supplemental declaration shall become effective upon being recorded in the public records of Nassau County, Florida.

Section 4. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration. In the event that the Additional Property is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the Additional Property.

Section 5. Additional Declarations. Association may, as the Property is developed and offered for sale, subject portions thereof to specific covenants and restrictions which apply only to each portion as defined and described in such Supplemental Declaration. Such additional covenants and restrictions shall be subject to the provisions hereof so that Spring Lake Estates remains an integrated development and community.

Section 6. Withdrawal of Property. The Association shall have the right for so long as it owns Property subject to this Declaration and thereafter, the Association shall have such right, to withdraw such property from the terms and provisions of this Declaration, by recording a supplemental declaration, executed by itself only, stating the withdrawal of the Property from this Declaration upon recording of the Supplemental Declaration the Property shall be held, conveyed and transferred free from the conditions hereof. The foregoing right is vested in Association and/or the Association alone and no other Owner has the right to withdraw its Lot, Building Plot or Property from the Declaration without the consent of the Association or Association as is applicable which may be withheld for any reason.

ARTICLE V

EASEMENTS

Section 1. Easements. The Association hereby reserves unto itself a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, or other public conveniences or utilities including without limitation cable television on, in or over a 7.5 foot strip of the back and side of each lot. The said Association shall have the unrestricted right and power of alienating, conveying or releasing such easements. The Owners of Lots subject to the foregoing described easements shall acquire no right, title or interest in or to any wire, cables, conduits, pipes mains, lines or other equipment or facilities placed on, over, or under the land subject to the easements. In the case of a Building Plot, the side line easements shall be deemed to exist on the exterior side lot lines of the Building Plot.

Within the aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the

utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage easements.

Section 2. Entry Easement. In the event that the Owner fails to maintain a Lot or Building Plot, the exterior of the Dwellings or improvements upon any Lot or any portion of the Property for which it is responsible as required herein or in the event of emergency, the Association or Association, shall have the right to enter onto the Lot or Building Plot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Except in the case of an emergency, such entry shall take place only after written notice is given to the Owner. Entry onto the Lot or Building Plot as provided herein shall not be deemed a trespass and the Association shall not be liable for any damage so created unless such damage is caused by the Association's or Association's willful misconduct or gross negligence.

ARTICLE VI

LAKE AND DRAINAGE RIGHTS AND EASEMENTS

Section 1. Lakes and Drainage System. The Association has constructed certain lakes or retention ponds which constitute a part of the overall drainage system for the Property, which lakes may contain devices or drains to control flow of water and may contain islands or other visual amenities which are joint referred to as "lakes". The bottom of any such lakes subjected to this Declaration shall be conveyed to an individual Owner, provided however, for so long as the Association or its assignee is selling or constructing improvements on the Property, the Association or its designee are hereby granted an easement in and over any Lot and lake for further construction or maintenance as such is deemed by Association to be necessary or convenient. In addition, the Association is hereby granted a perpetual non-exclusive easement over the lakes and an additional ten (10) feet above the shoreline for the purpose of ingress and egress to perform the maintenance required hereunder.

Provided further, Nassau County has been or may be granted perpetual drainage easements through each of the lakes within the Property for use and maintenance as an outfall for storm water drainage. The Association hereby reserves for the ingress and egress over the Property for the purpose of maintaining, inspecting or repairing the drainage easements so held by Nassau County.

Section 2. Maintenance of Lake Embankments and Lake Bottoms. The Owners of the Lots containing a portion of the lakes shall maintain the embankment above the water line and such maintenance shall be conducted so that the grass, planting or other natural support of the embankment shall be maintained in a clean and safe manner and so as to prevent erosion. Any drainage easement located on any Lot shall be maintained by the Owner of the Lot subject to the right but not the obligation of the Association to perform such maintenance as may be necessary to assure proper drainage throughout the system. If the Owner fails to maintain the embankment or

easement properly, the Association shall have the right but not the obligation to perform such maintenance at the expense of the Owner which shall constitute a Special Assessment.

Section 3. Maintenance of Water Quality and Lake Bottoms. Irrespective of the ownership of the lake bottoms, the Association shall be responsible for and obligated to maintain and control the water level and quality of the lakes and in connection therewith shall maintain the lake bottom. The Association shall have the power and right as it deems appropriate, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lakes as well as to maintain any drainage device and/or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time.

Section 4. Improvements on Lake. In the event that Association, or person, or entity designated or permitted by the Association, shall construct any bridges, docks or other improvements which may extend over or into lakes or construct any bulkheads or similar improvements to support or enhance the lakes, the Owner of the Lot on which such improvement is constructed shall maintain any and all improvements in good repair and condition.

Section 5. Indemnification. The Association has constructed and installed the storm water drainage system which incorporates the lakes to be in compliance with the requirements of other governmental authorities, including without limitation the St. Johns River Water Management District the Department of Environmental Regulation and the U.S. Army Corps of Engineers. Upon completion of the construction or installation of such drainage system or the lakes, the Association shall assume all rights and obligations hereunder and shall indemnify the Association and hold it harmless from any loss, claim or damage the Association may incur as a result of the Association's failure to perform its duties hereunder.

Section 6. Use Restrictions and Covenants. In connection with the use of any lakes the following restrictions apply:

- a. No fuel motored or fuel powered boats shall be permitted on any lakes with the exception of boats used for maintenance thereof and electric powered boats.
- b. No bottle, trash, cans or garbage of any kind or description shall be placed in any lakes.
- c. No activity shall be permitted on any lakes which may become an annoyance or nuisance to the adjacent Lots and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.
- d. No person or entity, except Association and Association, shall have the right to pump into or out of the lakes, water for the purpose of irrigation or other use.

- e. Any lakes within the Property shall not be used in conjunction with any business enterprise or public use whatsoever.
- f. Only Owners of Lake Lots and their guests shall be permitted to fish in the lakes.

ARTICLE VII

COMMON PROPERTY RIGHTS

Section 1. Association Common Property. When this Declaration was originally recorded the then Declarant conveyed to the Association as common property an open area or park and all retention areas or lakes within the Property as and when such lakes and retention areas were to be completed. In addition, the Association shall have obligation to maintain the streetlights and rights of way in good repairing condition

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of ingress, egress, enjoyment and use in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to adopt reasonable rules and regulations pertaining to the preservation of the Common Property, the operation of the Association and the safety and convenience of the Owners of the Lots.
- b. The right of the Association to suspend the voting rights and right to use of Common Property by an Owner for any period which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations/ Provided, however, in no event may the Association deny an Owner the use of the entrance areas or roads so as to prohibit ingress and egress to his Lot.
- c. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as it may deem necessary or convenient. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the votes of each class of members has been recorded (the granting of an easement upon such Common Property shall not be deemed a dedication or transfer thereof).

Section 3. Delegation of Use. Any Owner may delegate in accordance with By-Laws, his right of enjoyment to the Common Property to the members of his family, his tenants, or “agreement for deed” purchasers who reside on the Property.

Section 4. Additions to Common Property. Association may, from time to time during the development of the Property, convey additional interests in property to the Association as are consistent with the plan of development and such interests in property shall become Common Property.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS

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

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Association, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot which shall be payable in twelve (12) equal installments of not more than five dollars (\$5.00) per month.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Association, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum annual assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, other than the Association, the maximum annual assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3) of the votes of each class of Members.
- c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- d. The Association, in determining the common expenses, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4(except under emergency or insurance situations) shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of Members in person or by proxies representing a majority of all the votes of each class of Membership shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments in the full amount established by the Board as provided for herein shall commence as to each Lot on January 1, 2021.

The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Provided that if no notice is given or the notice is delayed, the Owner shall continue to pay the previously established amount until notice is received. Failure to give notice or delay in notice shall not invalidate the assessment. In the event that the assessment is not paid on or before ten (10) days after due date, a late penalty in the amount of \$10.00 shall be due and payable and after thirty (30) days the assessment shall commence to accrue interest at the highest rate permitted by law.

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

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear 18% APR interest from the due date or the rate then permitted by the Veterans Administration or Federal Housing Administration. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Lots as a common expense.

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

Section 11. Association Assessment. For one year after commencement of assessments for each phase, the Association shall be excused from payment of the assessments for Lots owned by it. In consideration for such waiver of payment of assessments, Association shall pay any deficit resulting from the difference between the expenses of the Association as such occur and the sums collected from the Owners.

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

ARTICLE X

RIGHTS OF MORTGAGES

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

- a. Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.
- b. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee which remains uncured for a period of sixty (60) days.

- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed action which would require the consent of a specified percentage of Mortgagees.

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

ARTICLE XI

INSURANCE, RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

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

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

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

The Association shall also obtain and maintain a policy of property insurance covering all Common Property except for those that are normally excluded from coverage, such as land, foundation, excavation, etc. Fixtures and building service equipment that are considered part of the

Common Property shall also be insured in the amount and type of insurance that the Board deems reasonable and prudent. Such insurance shall protect against loss or damage by fire and all other hazards standard extended coverage endorsement and all other perils customarily covered by the standard "all risk" endorsement.

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

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in wise affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of Owners owning ninety-percent (90%) of the Lots subject to this Declaration, the Owners determine to terminate this Declaration.

Section 4. Amendment. The Association reserves and shall have the sole right to (a) amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Declaration for the purposes of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants herein contained; and (d) to release any Lot thereon from any part of the covenants and restrictions which have been violated (including without limitation violations of building restriction lines and provisions hereof relating thereto). In addition, this Declaration may be amended for any purpose during the first twenty (20) year period thereafter by an instrument signed by Owners owning

ninety percent (90%) of the Lots and thereafter by an instrument signed by Owners owning seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 5. Association's Successors. So long as the Association owns any parcel of the Property or Additional Property, the Association shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm, corporation, trust, or other entity as it shall select, any or all rights, powers, privileges, authority and reservation given to or reserved by the Association by any part or section of this Declaration either exclusively or non-exclusively. At such time as the Association or its successors and assigns no longer owns any Lots and there has been no assignment of Association's rights pursuant to this provision to any person or entity which still owns Lot(s), then the rights of the Association may be assigned to an Association formed by Owners.

Section 6. Attorney's Fees. It is specifically acknowledged that in the event that any action is taken by any party authorized herein to enforce this Declaration, the prevailing party shall be entitled to receipt of its attorney's fees and court costs. Wherever in the Declaration there is a section providing for the payment of attorney's fees, such provision shall include attorney's fees incurred prior to, or during, any litigation of the matter or on appeal.

ARTICLE XIII

CONSERVATION EASEMENT AREAS

Section 1. Definition. "Conservation Easement Areas" shall mean and refer to all of such areas so designated by deed restrictions upon any of the four recorded subdivisions of Spring Lake Estates of Nassau County, Florida.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successor and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- a. The construction or placing of buildings, roads, signs, billboards or other advertising, utilities or any other structures and improvements on or above the ground; and
- b. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials; and

- c. The removal or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and
- d. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and
- e. Any use which would be detrimental to the retention of the Conservation Easement Areas in their natural condition; and
- f. Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife preservation; and
- g. Acts or uses detrimental to such retention of land or water areas; and
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearances of sites or properties of historical, architectural, archeological, or cultural significance;

The conservation Easement Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any land upon which there is located any Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

The prohibitions and restriction upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easements Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns or upon conveyance by the Developer to third parties of any land affected hereby the Developer shall have no further liability or

responsibility hereunder, provided the deed restriction including the conservation areas are properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Association herein has hereunto set its hand and seal this ____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

SPRING LAKE ESTATES
OF NASSAU CO., INC.

By: _____

Its President

Attest: _____

Its Secretary

[Corporate Seal]

**STATE OF FLORIDA
COUNTY OF NASSAU**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ President of Spring Lake Estates of Nassau Co., Inc., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida
My Commission Expires:

CONSENT OF MORTGAGE

The undersigned holder of that certain Mortgage and Security Agreement recorded in Official Records Volume _____, page _____ of the public records of Nassau County, Florida, does hereby consent to the recording of this Declaration of Covenants, Conditions, Restrictions and Easements of Spring Lake Estates and agrees to subordinate the lien of its mortgage to the provisions contained therein.

Signed, sealed and delivered
in the presence of:

By: _____
Its President
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ President of Spring Lake Estates of Nassau Co., Inc., a national banking association, on behalf of the bank.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT A

All property contained in the plat of SPRING LAKE ESTATES, UNIT ONE, according to plat thereof recorded in Plat Book 5, page 183-4, of the public records of Nassau County, Florida.

EXHIBIT B

All that certain piece or parcel of land, lying and being LOT 10 and a portion of LOT 11, Section 46 (WILLIAM GIBSON GRANT), Township 2 North, Range 25 East, Nassau County, Florida, as shown on a plat recorded in Plat Book 1, Page 32, Public Records of Nassau County, Florida and being more particularly described as follows: For a Point of Beginning, commence at a concrete monument marking the northwest corner of said Section 46: thence N 79°29'23" E, along the North line of said section, a distance of 3634.84 feet to a concrete monument; thence S 83°02'05" E, along the North line of said Section 46 and the South Line of Section 45, a distance of 2235.68 feet to a concrete monument; thence N 5°39'42" E, along the East line of Section 45, a distance of 699.03 feet to the North line of Section 46 and the southwest corner of Section 26, Township 2 North, Range 25 East, Nassau County, Florida; thence N 78°00'17" E, along the North line of said Section 46, a distance of 381.63 feet to a concrete monument; thence S 2°22'19" E, a distance of 4332.23 feet to a concrete monument and the southeast corner of LOT 10; thence N 54°40'27" W, along the southerly line of said LOT 10, a distance of 1166.61 feet to a concrete monument; thence N 83°36'02" W, along said southerly line, a distance of 5141.33 feet to an axel; thence N 10°27'48" W, along the West line of said Section 46, a distance of 1946.41 feet to the Point of Beginning, containing 388.39 acres, more or less.

AND

All that certain piece or parcel of land, lying and being a portion of Section 26, Township 2 North, Range 26 East, Nassau County, Florida and being more particularly described as follows: For a Point of Beginning, commence at the southwest corner of said Section 26; thence N 5°39'42" E, along the West line of said section, a distance of 1089.06 feet to an iron in the centerline of Bismarck Road (having a 60 foot right-of-way); thence N 84°21'20" E, along said centerline, a distance of 357.00 feet to an iron; thence S 5°39'42" W, a distance of 1044.07 feet to a concrete

monument on the South line of said section; thence S 78°00'17" W, along said line, a distance of 398.99 feet to the Point of Beginning, containing 9.30 acres, more or less.

Less and except the land contained in the plat of Spring Lake Estates, Unit One, according to plat thereof recorded in Plat Book 5, pages 183-184 of the public records of Nassau County, Florida.

AND

All of the property contained within that certain plat of Spring Lake Estates of Nassau County, Unit III, recorded in Plat Book 5, pages 198 and 199, of the public records of Nassau County, Florida ("Property") shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which easements, restrictions, covenants, and conditions shall run with title to the property and be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and the Association.