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THIS DOCUMENT PREPARED  
BY AND RETURN TO:

FRANK E. MILLER, ESQUIRE  
PAPPAS METCALF & JENKS, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4377

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR SOUTHAMPTON

THIS DECLARATION made on the date hereinafter set forth by TAP  
JOINT VENTURE, a Florida general partnership ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Orange  
Park, County of Clay, State of Florida, which is more particularly  
described on Exhibit "A" attached hereto ("Property").

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Southampton  
Community Association, Inc., a Florida not-for-profit corporation,  
its successors and assigns. A copy of the Articles of Incorporation  
and Bylaws of the Association are attached hereto as Exhibits "B"  
and "C", respectively.

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

Section 3. "Property" shall mean and refer to that certain  
real property hereinbefore described and such additions thereto as  
may hereafter be brought within the jurisdiction of the  
Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) or interest therein owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land intended as a site for a house, whether or not the same is then shown upon any recorded subdivision map of the Property.

Section 6. "Declarant" shall mean and refer to TAP Joint Venture, a Florida general partnership, its successors and assigns, if such successors or assigns should be specifically and expressly designated a successor to the rights of Declarant hereunder.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to 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.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any ~~period during which any assessment against his/her lot remains~~ unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two (2) classes of voting membership:

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

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

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

(b) on July 1, 2004.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) 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 attorneys 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 attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her 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, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per Lot.

(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 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 by proxy at a meeting duly called for this purpose.

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~~(c) 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 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 Area, 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 this purpose.

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 Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot by Declarant. 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. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) 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 Common Area or abandonment of his/her 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 become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography by Declarant. In the event Declarant fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval will not be required and this Article will be deemed to have been fully complied with. The rights and duties of Declarant under this Article V shall pass to the Architectural Committee of the Board of Directors of the Association upon sale by Declarant of the last Lot owned by Declarant or at such earlier date as Declarant shall determine in a written notice to the Board.

ARTICLE VI

USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. ~~Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence.~~ No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent Declarant from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks except for its foundation. No carports shall be constructed without prior approval of Declarant.

Section 2. Minimum Square Footage. No house or other structure shall be constructed on a Lot which has a height exceeding thirty-

five (35') feet above the elevation of the finished surface of the first floor of such dwelling. All one-story houses constructed on Lots shall have a minimum of one thousand (1,000) square feet of heated and air conditioned living space. All two-story houses constructed on Lots shall have a minimum of one thousand two hundred (1,200) square feet of heated and air conditioned living space.

Section 3. Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line than twenty-five (25) feet unless specifically approved by Declarant, nor nearer to any side street line nor nearer to any side lot line than five (5) feet, nor nearer to any rear lot line or edge of bank of a lake than ten (10) feet. If any one house is erected on more than one Lot or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Declarant from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 4. Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed thirty percent (30%).

Section 5. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

Section 6. Residing Only in Residence. No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants' quarters shall be at any time used as residence either temporarily or permanently.

Section 7. Fences, Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than twenty (20') feet to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six (6') feet from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been

first approved by Declarant.

Section 8. Utility Easements. No buildings, structures, improvements or other obstructions shall be constructed in the area of any Lot on which a transmission right of way easement or utility easement exists (hereinafter referred to as "Easement Areas"). Citrus trees and low growing shrubberies may be located in the Easement Areas so long as the utility's unrestricted access and use of the Easement Areas is not adversely affected, and all such trees, shrubberies or other plants are subject to cutting, trimming and control of growth by the utility. Fences that otherwise do not interfere or obstruct the utility's unrestricted access to and the use of the Easement Areas may be constructed in the boundaries of the Easement Areas. However, any fence crossing over Easement Areas shall contain gates, no less than sixteen (16) feet in width on all sides allowing for vehicular traffic within and along Easement Areas.

Section 9. Sewage Disposal and Water Service. The utility company providing service to the Property has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

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Section 10. Motorists' Vision to Remain Unobstructed. Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgement and opinion of Declarant, obstruct the vision of the motorist upon any of the streets.

Section 11. Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which



shall be no larger than four (4') feet square or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed and shall be of materials, size, height and design approved by Declarant. Declarant may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in the Declaration shall prevent Declarant or any person designated by Declarant from erecting or maintaining such commercial and display signs as Declarant deems appropriate and such temporary dwellings, model houses and other structures as Declarant may deem advisable for development purposes.

Section 12. Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior or any structure or any Lot unless and until the location, size and design thereof shall have been approved by Declarant. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No dish or satellite antenna will be permitted except in locations out of the site of any street unless the Owner can demonstrate that all such locations result in interference with reception. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 13. Pets. Not more than two (2) dogs, two (2) cats, two (2) birds (excluding parrots), two (2) rabbits or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of Declarant, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 14. No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any

contiguous land. No fires for burning trash, leaves, clippings or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten (10") inches in height.

Section 15. No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards. All such objects shall be completely screened inside a garage or carport or within the rear yard concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer shall be kept on ally Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property except within enclosed garages or workshops.

Section 16. Air Conditioners. Unless the written approval of Declarant has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 17. Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot except in locations which are completely screened from public view.

Section 18. Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash shall be screened from view from adjacent Lots and any street.

Section 19. Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot or the contents thereof without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his/her Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 20. Inspections. Owners shall allow the Board of Directors or the agents and employees of Declarant to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards or, in the case of emergency, for any purpose or to determine compliance with this Declaration.

Section 21. Resubdividing Lots Owned by Declarant. Declarant reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

Section 22. Resubdividing Undeveloped Lots. No Lot upon which a house has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 23. Lakes. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake") located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Declarant and the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to or include a portion of a lake ("lake parcels") shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of such embankment shall not be changed without the prior written consent of Declarant. The control of nuisance shoreline vegetation shall be the responsibility of the Association. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments as more particularly set forth in Article IV hereof. Title to any lake parcel shall not include ownership of any riparian rights association therewith, which riparian rights shall remain the property of Declarant or Declarant's successors, assigns and designees. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same have been approved by Declarant. The Association shall have the right to adopt reasonable rules and regulations from

time to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted or described by this section shall be in strict accordance with any and all of the statutes, rules, regulations, permits and restrictions more particularly described elsewhere in this Declaration.

#### ARTICLE VII

##### UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Declarant shall have the unrestricted right, without the approval or joinder of any other person or entity, to designate the use and to alienate, release or otherwise assign the easements shown in the plat or described herein.

Section 2. Declarant reserves for itself and for the Association and its designees a ten (10') foot easement for the benefit of the Property, upon, across, over, through, under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of the utility system for drainage, for police powers and for services supplied by either Declarant or the Association. By virtue of this easement, it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of any other recorded easements on the Property.

Section 3. Declarant hereby reserves for itself and for the Association and its designees a five (5') foot easement for the benefit of the Property upon, across, over, through, under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system for drainage, police powers and services supplied by either Declarant or the Association. By virtue of this easement, it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in

place of any other recorded easements on the Property.

Section 4. Declarant reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Declarant or the Association shall give reasonable notice of intent to take such action to all affected owners unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

Section 5. To the extent that any improvements constructed by Declarant on or, if any Lot encroaches on any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 5 shall also terminate.

Section 6. Declarant hereby reserves for itself and for the Association an alienable and releasable easement over and across certain tracts located at the entry way of the Property from College Drive for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage. Further, Declarant reserves for itself and the Association a ten (10') foot easement running along and parallel to the road and running along and parallel to all boundary lines of the plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, planters and other improvements currently existing or hereafter made or constructed by Declarant or the Association.

#### ARTICLE VIII

#### AGENCY PERMITS

Section 1. Compliance and Restrictions. The Property was or will be developed in accordance with requirements of Permit Number 199604719 (PD-BG), issued by the Army Corps of Engineers ("ACOE"),

and Permit Number 4-019-0109-ERP, issued by the St. Johns River Water Management District ("SJRWMD"). The permits are owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating such permits.

Provided, however, any Owner owning a Lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the ACOE or SJRWMD, shall, by acceptance of title to the Lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing permits as such relates to its Lot.

Except as required or permitted by the aforementioned permits issued by ACOE and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of jurisdictional wetlands or conservation areas of their respective Lots, unless and until such activity is authorized by or exempt from the requirements of ACOE and SJRWMD.

In the event that an Owner violates the terms and conditions of such permits and for any reason the Declarant or the Association is cited therefor, the Owner agrees to indemnify and hold the Declarant and the Association harmless from all cost arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation.

Section 2. Enforcement. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD 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 Stormwater Management System and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution all responsibility relating to the Stormwater Management System and the permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. 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 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 land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Any amendment to the Declaration which alters any provision relating to the surface water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District. Subject to the foregoing, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iii) to perfect, clarify or make internally consistent the provisions herein, or (iv) to conform to the requirements of the St. Johns River Water Management District, City of Jacksonville and/or Private Utility Company. Also subject to the foregoing, Declarant reserves the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class B membership so long as (i) the voting power of existing members is not diluted thereby, (ii) the assessments of existing owners are not increased except as may be expressly provided for herein, and (iii) no owner's right to the use and enjoyment of his/her Lot or

the Common Area is materially and adversely altered thereby, unless such owner has consented thereto.

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. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Clay County, Florida, a Supplementary Declaration executed by Declarant and the owner of the lands to be added. Declarant reserves the right to so 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. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (i) annexation of additional properties, (ii) dedication of Common Area, and (iii) amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 13<sup>th</sup> day of December, 1998.

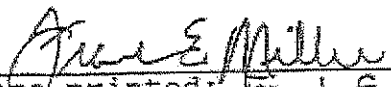
DECLARANT

TAP JOINT VENTURE, a Florida general partnership

By: TOWERS HOMES, INC., a Florida corporation, its managing general partner

  
Name printed: DONNA G. RASH

By:   
L. Randall Towers  
President

  
Name printed: Frank E. Miller



STATE OF FLORIDA }  
 }SS  
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1998, by L. Randall Towers, President of Towers Homes, Inc., a Florida corporation, managing general partner of TAP Joint Venture, a Florida general partnership, on behalf of the partnership.

Donna G. Rash  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally known  or  
Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_



# SOUTHAMPTON UNIT ONE

BEING A PORTION OF SECTION 35, TOWNSHIP 4 SOUTH,  
RANGE 25 EAST, CLAY COUNTY, FLORIDA.

A portion of Section 35, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of Tract "A", as shown on the plat of College Park, as recorded in Plat Book 26, Pages 63, 64 and 65 of the Public Records of said County; thence North 89°33'51" East, along the Southerly boundary line of said last mentioned plot, 405.51 feet to the POINT OF BEGINNING; thence continue North 89°33'51" East, along last said line, 546.62 feet; thence South 00°44'00" East, departing said Southerly boundary line, 1,211.61 feet; thence North 89°16'00" East, 80.14 feet; thence South 60°18'08" East, 76.96 feet; thence South 63°02'09" East, 86.39 feet; thence North 89°55'30" East, 77.02 feet to the Westerly right of way line of County Road 224 and/or College Drive (a 100 foot right of way as presently established); thence South 00°44'00" East, along last said line, 1,252.22 feet; thence North 31°32'25" West, departing said Westerly right of way line, 37.54 feet; thence North 50°50'46" West, 47.66 feet; thence North 82°17'20" West, 38.06 feet; thence North 44°52'11" West, 28.09 feet; thence North 68°42'05" West, 54.13 feet; thence North 54°50'02" West, 39.32 feet; thence North 47°34'30" West, 44.89 feet; thence North 02°58'08" West, 20.16 feet; thence North 79°36'34" West, 24.83 feet; thence North 62°26'39" West, 32.38 feet; thence North 08°46'40" East, 39.51 feet; thence North 04°05'45" West, 37.64 feet; thence North 59°50'56" West, 45.79 feet; thence North 33°21'46" West, 50.80 feet; thence North 24°23'41" West, 51.44 feet; thence North 43°52'52" West, 51.08 feet; thence North 1°5'23" East, 40.84 feet; thence North 18°18'04" East, 35.26 feet; thence North 37°01'25" East, 56.47 feet; thence North 24°42'35" East, 57.87 feet; thence North 03°37'59" East, 49.55 feet; thence North 28°41'35" East, 31.17 feet; thence North 10°22'51" West, 52.97 feet; thence North 17°18'44" West, 25.07 feet; thence South 45°40'33" West, 29.53 feet; thence South 54°24'47" West, 31.08 feet; thence South 66°56'31" West, 26.95 feet; thence North 57°57'14" West, 33.76 feet; thence South 87°20'00" West, 32.34 feet; thence South 86°31'38" West, 27.01 feet; thence South 87°16'17" West, 26.98 feet; thence North 87°09'42" West, 113.39 feet; thence North 02°50'18" East, 267.53 feet; thence North 05°16'10" West, 170.55 feet; thence North 89°16'00" East, 102.69 feet; thence North 00°44'00" West, 50.00 feet; thence South 89°16'00" West, 105.10 feet; thence North 00°43'49" West, 765.07 feet; thence North 02°57'53" East, 245.96 feet; thence South 89°16'00" West, 255.89 feet; thence North 00°44'00" West, 110.00 feet; thence North 14°20'43" East, 51.78 feet; thence North 00°44'00" West, 161.73 feet to the POINT OF BEGINNING.

Containing 23.41 acres, more or less.

Book: 1783  
Page: 0755  
Rec: 03/29/99  
03:56 P.M.  
File# 9914290  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FEE: \$10.50



THIS DOCUMENT PREPARED  
BY AND RETURN TO:

Frank E. Miller, Esquire  
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.  
200 WEST FORSYTH STREET  
SUITE 1400  
JACKSONVILLE, FL 32202-4327

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR SOUTHAMPTON

This First Amendment to Declaration of Covenants, Easements and Restrictions is made effective as of the 25<sup>th</sup> day of March, 1999, by TAP JOINT VENTURE, a Florida general partnership ("Declarant").

R E C I T A L S :

A. Declarant executed that certain Declaration of Covenants, Easements and Restrictions for Southampton dated December 13, 1998, recorded in Official Records Book 1763 at page 1092 of the public records of Clay County, Florida ("Declaration").

B. Declarant is the owner of all the Property described in the Declaration and desires to amend the Declaration in certain respects.

C. Declarant has authority to amend the Declaration pursuant to Section 3, Article IX thereof.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VII, Section 4 of the Declaration is hereby amended to add the following at the end of the Section:

Notwithstanding the foregoing provisions of this Section 4, Declarant and the Association do not reserve or retain any easement or right on, over or under any portion of the Property which is dedicated to Clay County, Florida, as a public road right of way on any plat recorded in the public records of Clay County, Florida, of all or any part of the Property.

2. All defined terms contained in this First Amendment shall have the meanings assigned to them in the Declaration.

3. Except as specifically amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Tina Whitfield  
(Name: Tina Whitfield)

Julie A. McKee  
(Name: Julie A. McKee)

TAP JOINT VENTURE, a Florida general partnership

BY: VAULT PARTNERS, LTD., a Florida limited partnership, Its Managing General Partner

BY: THE VAULT GROUP, INC., a Florida corporation, General Partner

By: John J. Allen  
John J. Allen  
President

STATE OF FLORIDA }  
COUNTY OF DUVAL } SS

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 1999, by John J. Allen, President of The VAULT Group, Inc., a Florida corporation, the general partner of VAULT Partners, Ltd., a Florida limited partnership, the Managing Partner of TAP JOINT VENTURE, a Florida general partnership, on behalf of the partnership.

Tina Whitfield  
(Print Name Tina Whitfield)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC - STATE OF FLORIDA  
TINA MARIE WHITFIELD  
COMMISSION # CC770853  
EXPIRES 6/26/2002  
BONDED THRU ASA 1-888-NOTARY

Personally Known   
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_