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DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
of
DEEP CREEK PLANTATION

effective DATED: ^{February 28, 2007} ~~September 6, 2006~~ *cdg*

THIS DECLARATION OF COVENANTS, RESTRICTIONS and EASEMENTS ("Declaration") is made upon September 6, 2006, by DEEP CREEK PLANTATION DEVELOPMENT COMPANY, a Florida corporation ("Developer"), which declares that the real property described as

DEEP CREEK PLANTATION, a subdivision according to the plat thereof as recorded at Plat Book 7, pages 239 through 250, public records of Nassau County, Florida

(the "Property"), which is owned by Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the land and with all rights, title or interest in the Property or any part thereof, from and after the effective date hereof.

1. MUTUALITY OF BENEFITS AND OBLIGATION

1.1. Mutuality. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual and reciprocal benefits for every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors, and assigns.

1.2. Benefits and Burdens. Every person who is an Owner by reason of taking title to land located within the Property agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens, and in so doing, consents to the authority of DCPOA to assess and impose a lien upon any Lot within the Property.

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2. DEFINITIONS. The following words, when used in this Declaration, shall have the meanings specified:

- 2.1. Articles. Articles of Incorporation of Deep Creek Plantation Owners' Association, Inc., a Florida not-for-profit corporation ("DCPOA").
- 2.2. Board. The Board of Directors of DCPOA.
- 2.3. Bylaws. The Bylaws of DCPOA.
- 2.4. Common Area. All real property (including easements, licenses and rights to use real property) and personal property located within the Property, whether owned by the Developer or by DCPOA, which has been designated for the common use and enjoyment of Owners by reference in the deed, plat, easement or other instrument of record including this Declaration, or any Amended Declaration as may be adopted and recorded by the Developer or by DCPOA, or any Supplementary Declaration as may be made and recorded pursuant to Section 3.3 hereof. The Common Area shall include the Conservation Wetlands identified upon the Plat and also in the Conservation Easement to St. Johns River Water Management District, together with that portion of the Property as depicted upon the Plat and designated as Tract(s) A, B, C, D, E, F, G, H, and/or I, for the general uses and purposes specified in the Plat, the easements identified as "Home Owner's Association Access Easement," and the Roadway right of way, all as is more particularly described on the Plat. Tract "J" is the Operation and Maintenance, and serves DCPOA but is not a publicly accessible area or available for common use.
- 2.5. DCPOA. Deep Creek Plantation Owners' Association, Inc., a Florida not-for-profit corporation, operating as a Homeowners' Association consistent with Chapter 720, Florida Statutes (2005), and as the exclusive community association management entity of and for the community of Deep Creek Plantation. This is the Declaration to which the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of DCPOA make reference. Likewise, the designation or other identifier appearing upon the Plat or elsewhere of "HOA" or "Homeowners' Association" or "Home Owner's Association" means and refers to and is the same as DCPOA.
- 2.6. Developer. Deep Creek Plantation Development Company, (a/k/a "DCPDC") and its successors and such of its assigns as to which the right of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may only exercise such rights in connection with those portions of the Property, and such rights of the Developer as are specifically assigned to it, in and by such partial assignment. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to DCPDC as the Developer of the Property is not intended, and shall not be construed, to impose upon DCPDC any obligations, legal, or otherwise for the acts or omissions of third parties who purchase lots or parcels within the Property from DCPDC and develop and resell the same.

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- 2.7. Improvable Area. With reference to a Lot, the term refers to that portion of the platted Lot that is not encumbered by the Conservation Easement, the "25' wetland buffer" or by the Supplemental Nassau County Buffer ("S.N.C.B.") or by easements identified as "U.D.E" or UVB, or the utility easement identified as "O.R.E.M.C.-E." The Improvable Area is that portion of each Lot depicted on the Plat as being usable for residential purposes. Improvable Area may be reduced or impacted for certain types of structures or improvements by the wetland buffer, by an HOA Access Easement, or by the easement(s) for Utility and Public Services and for drainage at the Roadway frontage of the Lot.
- 2.8. Lake. The "Existing Lake" being a part of Tract D and contiguous to the boundary of Lots 1, 2, 3 and 5 of Deep Creek Plantation.
- 2.9. Lot. Any platted Lot or any other parcel of real property located within the Property, on which a residential dwelling and appurtenant structures have been or could be constructed. The Lot may consist of the "Natural Area" and the "Improvable Area." The Natural Area of a Lot may include Conservation Wetlands, wetland buffer area, and S.N.C.B. areas, therefore when reference is made to the "gross" acreage of a Lot, the area of the Conservation Wetlands encumbering that Lot is included; likewise, when reference is made to a Lot by "net" acreage, the Conservation Wetlands area encumbering that Lot area is excluded. Easements of Conservation Wetlands or other Common Areas are, to the extent allowed by law, the property tax burden borne collectively and distributed collectively among all Owners as a general community attribute to the Improvable Area of their individual Lot.
- 2.10. Natural Area. The portion of a Lot encumbered by the Conservation Easement and the 25' wetland setback, and if applicable, the S.N.C.B.
- 2.11. Owner. The record owner or owners of any Lot.
- 2.12. Plat. Deep Creek Plantation, a subdivision according to the plat thereof as recorded at Plat Book 7, pages 239 through 250, public records of Nassau County, Florida, together with any revision(s) or replat(s) thereof, and further together with (if, as and when applicable) any Additional Lands, phase or phases as may be added thereto in accordance with Section 3.3 and Section 3.4 of this Declaration.
- 2.13. Roadway(s). Those portions of the Plat(s) of the Property designated as a road, roadway or street right of way and/or designated a "private street," or any real property which may be described in a subsequently recorded instrument executed by the Developer reciting that the property therein described shall be deemed to be a "Roadway" and as such thereby become subject to the terms and provisions of this Declaration. The real property platted as the right of way of Deep Creek Drive, Ingle Road, Bullock Bluff Road, Short Court, Charlemagne Court, Dunroven Drive, Slider Court, Cutter Court and Deacon Drive (each being a 60' private right(s) of way), all as shown upon the subdivision plat or plat(s) of Deep Creek Plantation are hereby declared to be "Roadways."

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- 2.14. Surface Water or Storm Water Management System. A system which is designed and constructed or implemented within or serving the Property 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quality of discharges from the system. The Surface Water or Storm Water Management Systems include all drainage systems and easements along Roadways, upon the road-frontage and sides of Lots as shown on the plat, and areas that are part of the Common Area, and all of the area indicated as Conservation Area.
- 2.15. Utility and Public Services. The public or private utility services in and to Deep Creek Plantation, including but not limited to (a) any sewer and potable water lines, systems and appurtenant structures or facilities as may at any time be extended or provided by public or private utility systems within the Roadways or within the easements parallel to the Roadways; and (b) all manner of emergency services, including but not limited to fire rescue and police; and (c) governmental or private contractor waste removal; and (d) electrical and gas systems, and telephone, cable television, or other cabled communications systems; and (e) drainage systems and management of stormwater runoff from Lots and Common Areas.

3. PROPERTY SUBJECT TO THIS DECLARATION / ADDITIONS AND DELETIONS

- 3.1. Subdivision of Deep Creek Plantation. The Property that is subject to this Declaration consists of all land embraced within the Plat, together with any revision(s) or replat(s) thereof, and further together with (if, as and when applicable) any Additional Lands, phase or phases as may be added thereto in accordance with Section 3.3 and Section 3.4 of this Declaration..
- 3.2. No Implied Extension of Covenants. Each Owner and each tenant of any improvements or structures constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property and such additional property as may be annexed pursuant to Section 3.3 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure, or other representation of a scheme of development, shall be construed as subjecting, or requiring the developer to subject any other property now or hereafter owned by the Developer to this Declaration and (c) that the only manner in which such additional land may be subjected to this Declaration is by the procedure set forth in Section 3.3 hereof.
- 3.3. Additional Lands. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (and/or its assessment provisions) shall be contiguous to Property that is at that time subject to this Declaration (for

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purposes of this Section 3.3, property within Nassau County, Florida separated only by public or private roads, water bodies, or open space shall be deemed contiguous), and (b) the Owner of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to the Declaration (and/or its assessment provisions), and shall be responsible for their prorata share of common expense for which assessments may be levied pursuant to the terms of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to this Declaration (or its assessment provisions) pursuant to the forgoing provision without the consent or joinder of any Owner or mortgagee of land within the Property.

3.4. Withdrawal of Lands. The Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration. In the event that Common Area property is the subject of such withdrawal and the withdrawal could materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area property without the consent and joinder of the Owner(s) of the Lot(s) so affected. The withdrawal of lands shall be made and evidenced by filing in the public records of Nassau County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

4. DCPOA

4.1. Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of DCPOA, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

4.2. Classes and Voting. As more particularly specified in the Articles and Bylaws of DCPOA, DCPOA shall have two classes of membership:

4.2.1. Class A Members. The Class A Members shall be the Owner(s) of each Lot, who shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members of DCPOA. However, the vote for any such Lot shall be exercised as the Owner thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

4.2.2. Class B Members. The Class B Member shall be the Developer.

4.3. Addition of Lands. If additional land(s) are added to Deep Creek pursuant to Section 3.3 or by merger with another association, the total number of Class A Members of DCPOA shall be increased by an amount equal to the number of

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Lots in such additional land(s), and, if the Class B Membership has not previously been cancelled or terminated, the Class B Membership shall be enlarged by assigning additional votes equal to two-thirds (2/3), rounded to a whole number, of the number of Lots within the additional land(s).

- 4.4. Expiry. Notwithstanding any other provision, unless sooner terminated pursuant to the governing documents of DCPOA, the Class B Membership shall cease and all remaining interest(s) shall be converted to Class A Membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Owners other than the Developer.

5. COMMON AREA RIGHTS AND RESPONSIBILITIES

- 5.1. Conveyance of Common Area. The Developer must convey all Common Area interest(s) to DCPOA not later than the mandatory turnover date, which is the date that is three (3) months following the date that ninety (90%) of the Lots have been conveyed to Owners other than the Developer. At any time(s) prior to the mandatory turnover date as the Developer, in its sole discretion, may determine as being timely or appropriate, the Developer may convey or assign Common Area interest(s) owned by the Developer to DCPOA, and DCPOA shall accept such conveyances or assignment, whether such conveyance or assignment consists of incremental conveyances or assignments, or the total of all Common Area interest(s) of the Developer.

- 5.2. Owner's Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which right shall be appurtenant to and shall pass with the title to the land of such Owner, subject to the following:

- 5.2.1. The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- 5.2.2. All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of any environmental permit;
- 5.2.3. Reasonable rules and regulations governing Common Area use and enjoyment as may be adopted by the Developer or DCPOA.
- 5.2.4. The right of the Developer under Section 3.3 to add to or under Section 3.4 to withdraw land from the Common Area use, and, as to Tract J, the restrictions upon common use and the right(s) of Developer, its successors and assigns in and to such Tract.
- 5.2.5. Easement, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration;
- 5.2.6. Conservation easements or similar restrictions to which the Common Area, or portions thereof, may be subjected by the Developer or DCPOA after the date of this Declaration.

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5.3. Roadways as Easement. In respect of and to the Roadways, Developer hereby grants and declares:

5.3.1. Easement appurtenant to Lots. The Roadway(s) is and are hereby declared to be and constitute a non-exclusive, perpetual right of way for all purposes of access, ingress and egress to and from, and as an appurtenance to, each of the Lots, Tracts or parcels of land as identified in and upon the plat of Deep Creek Plantation, for the use and benefit of the separate owners, tenants, guests, agents and invitees of each of the owners or occupants of the Lots, Tracts or parcels of land identified upon the plat of Deep Creek Plantation. Each of Lots 1 through 109, according to the plat of Deep Creek Plantation, severally constitutes the dominant tenement, and the Roadways constitute the servient tenement. Developer reserves (1) the right to use the Roadways for its own uses and purposes; and (2) the right to convey the Roadways as a right of way to DCPOA; and (3) the exclusive right to grant other or additional easements or licenses in the Roadways that are not in conflict with the access easement established for the use and benefit of each of Lots 1 through 109, Deep Creek Plantation, and necessary, prudent or proper to secure access to contiguous lands. The right of access is made and predicated upon the fact existing as of the date of this instrument that Lots 1 through 109 of Deep Creek Plantation are used for detached single-family residential Dwelling Units. Any redevelopment of a Lot or Lots, or any change in use or intensity of occupancy of a Lot that causes a regular and routine increase in traffic upon the Roadways beyond traffic levels associated with a private roadway serving a gated private community of residential dwellings, is a surcharge of the Roadway easement and prohibited.

5.3.2. Easement in gross for services. The Roadways together with a contiguous strip of land TEN (10) FEET in width lying parallel to and on both sides of the Roadways and identified on the plat as "10' O.R.E.M.C.-E." or as "Utility Easement" or equivalent, is hereby declared to be and constitute an easement to provide Utility and Public Services necessary, appropriate or incident to the use and enjoyment of the Common Areas and the single-family residential dwellings units within Deep Creek Plantation.

5.4. Maintenance of Common Area(s).

5.4.1. Roadways. DCPOA shall at all times maintain in good repair and manage, operate, and insure, and shall replace as often as necessary, the road surfaces, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing electrical, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on or within the Common Areas.

5.4.2. Stormwater Permit Management Requirements.

5.4.2.1. Duties of DCPOA. DCPOA shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater

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Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

- 5.4.2.2. *Covenant for maintenance assessments for DCPOA.* Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, drainage structures and drainage easements.
- 5.4.2.3. *Easement for access and drainage.* DCPOA shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, DCPOA shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, DCPOA shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.
- 5.4.2.4. *Swale Maintenance.* The Developer has constructed upon each Lot a Drainage Swale for the purpose of managing and containing the flow of excess surface water, if any, found upon a lot from time to time. Each Lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or manmade phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.
- 5.4.2.5. *Amendment.* Any amendment to these Covenants, Restrictions and Easements 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

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Areas, must have the prior approval of the St. Johns River Water Management District.

5.4.2.6. *Enforcement.* The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Restrictions and Easements which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

5.4.3. *Vegetation Management.* DCPOA will limit the risk of wildfire at the wildland / urban interface within the Property and with adjoining lands through a wildfire mitigation plan. In cooperation with the Division of Forestry and Nassau Fire / Rescue, active management will be employed to suppress or remove fire-prone vegetation, including but not limited to accumulated biomass (leaves, pine straw), brush such as saw palmetto, gallberry, fetterbrush, wax myrtle and pine trees 5"d/BH or less that would provide a ready path for fire to spread, and encourage and employ the use of plowed firelines or firebreaks in upland, and as necessary and subject to applicable law and permits, wetland and wetland buffer areas, and S.N.C.B. areas as shown on the Plat. DCPOA, acting by and through its Board, is authorized and empowered as the representative of the community to file and process permits, requests for grants or funding, and to contract with service providers authorized for and competent in the avoidance, suppression and mitigation of wildfires. The vegetation management plan shall be as specified from time to time by the Board, but shall include the thinning of plantation pines where appropriate, implementation of prescribed burn programs where appropriate to control understory fire fuel vegetation, maintaining fire control line(s) at the interface of buffer areas with upland uses, elimination of invasive or exotic vegetation, the manage of canopy vegetation to shade but not obscure roadways, and posting signs designating protected use areas or zones with ecological use restrictions. Any wetland vegetation that is subject to being disturbed in connection with wildfire prevention measures such as fuel reduction, firelines or other emergency or prophylactic wildfire management measures, may only be undertaken pursuant to and in accordance with Chapter 590, Florida Statutes (2005) and rules and regulations of the Division, or otherwise consistent with applicable law including permits of St. Johns River Water Management District, U S Army Corps of Engineers, and the terms of the Conservation Easement.

5.4.4. *Easement for Maintenance Purposes.* The Developer hereby grants DCPOA and its successors, assigns, agents, and contractors, a non-exclusive perpetual easement in, on, over, and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of Property to be maintained by DCPOA, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be

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damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

6. ARCHITECTURAL CONTROL

- 6.1. Architecture Review and Approval. No residential building or appurtenant structure, nor any landscaping, improvements or structures of any kind, including without limitation, any building, fence, wall, screen enclosures, sewers, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by DCPOA. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or DCPOA. It shall be the obligation of each Owner to supply two (2) sets of complete plans and specifications to the Architectural Review Board ("ARB") of DCPOA, and no plan or specification shall be deemed approved unless a written approval is granted by ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within sixty (60) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.
- 6.2. Architectural Review Board. The architectural review and control functions of DCPOA shall be administered and performed by the Board of Directors, which may at its discretion appoint and delegate to an ARB which shall consist of three (3) or five (5) members who need not be members of DCPOA. The Board of Directors of DCPOA shall have the right to appoint all of the members of the ARB, and may appoint one or more of their own members. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.
- 6.3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:
- 6.3.1. To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members for the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural

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criteria applicable to architectural review to be conducted by DCPOA. At such time as members of DCPOA shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of DCPOA. The delivery to each member of DCPOA of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria or any amendment thereto, to be recorded, but copies of the criteria are to be made available upon request at cost of the copies plus mailing.

- 6.3.2. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.
- 6.3.3. To approve or disapprove any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.
- 6.3.4. To adopt and impose a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. The fee schedule shall be structured for major improvements and minor improvements, to facilitate compliance, community cooperation and efficient management. Such fees, if any, shall be payable to DCPOA, in cash at the time that plans and specifications are submitted to the ARB.
- 6.4. Compensation of ARB. The Board may, at its option, pay reasonable compensation to any professional (architect, engineer, or landscape architect) retained to serve upon or provide guidance to the ARB, provided such person is not a member of DCPOA. Service upon the ARB by members or officers of DCPOA is without compensation, but reasonable out-of-pocket expenses may be reimbursed at the discretion of the Board.
- 6.5. Developer's Review of Initial Construction. No initial construction of a residential dwelling unit shall be commenced upon any Lot unless the plans, specifications and a site plan showing location of the residential dwelling on the Lot have been submitted to, and approved by, the Developer in writing. All

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plans and specifications shall be evaluated as to apparent visual and acoustical privacy, as to apparent harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with the Developer's goals and objectives. The Developer's review pursuant to this section is prior and supplemental to the review by the ARB of DCPOA. The Developer's approval of initial construction shall not be, per se, approval of the construction by the ARB.

- 6.6. Variance. The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.
- 6.7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or DCPOA pursuant to this Declaration, or any rules or regulations of DCPOA pertaining to the ARB review function, neither the Developer, the ARB, nor DCPOA shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such a person and arising out of or in any way related to the subject matter of any such review, acceptances, inspections, permissions, consents, or required approvals, whether given, granted or withheld by the Developer, the ARB, or DCPOA.

7. COVENANTS FOR MAINTENANCE ASSESSMENTS

- 7.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed or other conveyance of a Lot in Deep Creek Plantation, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall be deemed to covenant and agree and does covenant and agree to pay to DCPOA any annual assessments or special assessments established and collected as hereinafter provided. Annual assessments and/or special assessments, together with interest thereon as specified by the Board but not to exceed the highest lawful rate, plus costs of collection (including reasonable attorneys' fees), shall be a charge and

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continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner as a member. Specific Assessments, where and when authorized, are the personal obligation of the Owner. DCPOA through the Board may file a lien notice of record, as an encumbrance upon the Lot, for Annual Assessments and/or Special Assessments that remain unpaid for more than ninety (90) days after becoming due and payable. No Owner may avoid liability for the assessments by waivers of rights to use, disclaimer, abandonment, or by non-use of, the Common Areas.

7.2. Purpose of Assessments.

7.2.1. **Annual Assessments.** The annual assessments levied by DCPOA shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to Common Area, to fund the responsibilities of DCPOA set forth in Section 5.4 hereof and the associated cost of personnel, contractors or service providers engaged in such endeavors, to fund any and all cost sharing agreements between DCPOA and other property owners or associations, and for all other purposes reasonably contemplated by this Declaration, the Articles or by Bylaws. Further, such annual assessments or specifically allocated portion thereof may be levied to fund reasonable dedicated reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including the roadways.

7.2.2. **Special Assessments.** The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of DCPOA pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment(s) is or are levied.

7.2.3. **Specific Assessments.** The Board of Directors may, upon request of affected Lot Owner(s), or if required by law including compliance with applicable permit(s), levy specific assessment(s) upon a Lot or multiple Lot(s) where the project or work benefits only the impacted Lot or multiple Lots rather than the Deep Creek Plantation community as a whole. Specific Assessments are to be used only where and when absolutely necessary, and require the affirmative vote of all Directors. Specific Assessments have to have an identified purpose with a work or project plan to address that purpose, and may not be used by DCPOA for fines or punitive purposes. However, a Specific Assessment may be used to remedy a Lot Owner's noncompliance with a general permit which causes regulatory fines or penalties to be imposed upon DCPOA as the permit-holding entity. The Developer is not subject to Specific Assessments.

7.3. Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's prorated share of the total annual assessment and any special assessment shall be based upon the following calculations:

Deep Creek Plantation Owners Association, Inc. Collection and Foreclosure Process

Under the authority of the Association's governing documents, Florida Statutes Chapter 720, and as approved by the Deep Creek Plantation Owners Association, Inc. (DCPOA) Board of Directors, the following Collection and Foreclosure Process will be administered by DCPOA:

1. The "Fee Assessment" for DCPOA members is an annual assessment payable either:
 - (1) annually, in advance; or
 - (2) quarterly, in advance, due on the first (1st) day of January, April, July and October of each year; or
 - (3) upon request by the member and approval by the Board of Directors (which approval shall not be unreasonably withheld, denied or delayed) monthly, in advance, due on the first (1st) day of the month.
2. If payment is not received by the 15th day after a payment became due, a "Late Notice" reminder will be sent to the member.
3. If payment is not received by the 30th day after the payment became due, the account is delinquent and an administrative late fee of \$25.00, or FIVE (5%) percent of the amount of each installment that is paid past the due date is charged. Beginning on the 30th day after the payment became due, the unpaid account accrues interest at the rate of EIGHTEEN (18%) percent per year. (Section 720.3085, Fla. Stat. 2011)
4. If full payment is not received by the 90th day after the payment became due, DCPOA by and through its Board of Directors, may (1) suspend the rights of the member or the member's tenants, guests or invitees, to use the common areas and facilities, but not bar vehicular or pedestrian access to the member's lot; AND/OR (2) suspend the voting rights of the member. (Section 720.305, Fla. Stat. 2011)
5. If full payment is not received by the 90th day after the payment became due, the account will be turned over to an attorney for collection. The attorney will send a demand letter to the member and will set forth the exact amount owed, including interest from the date payment was due at a rate of EIGHTEEN (18%) percent per annum, late charges, reasonable costs and attorney's fees. The attorney will also notify the member of DCPOA's intent to file a lien if payment is not made within 45 days of the date of the demand letter.
6. If full payment is not received within 45 days of the date of the Attorney's demand letter, the attorney will proceed to record a Claim of Lien on the member's property in accordance with applicable law.
7. The DCPOA Board will review and approve foreclosure, or other legal actions undertaken to enforce the lien.
8. If payment is not made within 45 days of filing the Claim of Lien, DCPOA may commence a foreclosure lawsuit or other legal process. The Board will authorize the President to execute any necessary documents, make deposits, and take such other actions as may be necessary to begin the foreclosure process. The attorney will communicate with the Board if there are reasons to temporarily suspend or cancel the foreclosure action, or other legal process.

9. Pursuant to Florida law, the delinquent DCPOA member is responsible for the payment of the charges, costs and attorney's fees related to the collection of delinquent assessments. To the extent possible, DCPOA's attorney will endeavor to collect these fees and costs from the DCPOA member as permitted by law.
10. The above collection policy and timeframes are intended to be a guideline and all actions are subject to current law, and DCPOA Board review, administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of DCPOA for collecting any amounts due.

APPROVED by the DCPOA Board of Directors on October 26, 2011.

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- 7.3.1. All Lot Owners shall pay an equal share of annual and special assessments which shall be established at a uniform rate per Lot.
- 7.3.2. The assessment obligations of each Owner other than the Developer shall commence upon the recordation of the Declaration in the public records of Nassau County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectible in the manner established by the Board of Directors at the time such assessments are authorized. Specific Assessments are due and payable upon demand.
- 7.4. Effects of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer. The lien of DCPOA shall be effective from and after recording in the public records of Nassau County, Florida, a notice of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. The notice of lien shall include assessments which are due and payable when the notice of lien is recorded as well as assessments which may accrue thereafter, plus interest, cost, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such notice of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within ninety (90) days after the due date, the delinquent assessment amount shall, upon filing of the notice of lien, thereafter bear interest from the due date at the highest lawful rate, and DCPOA may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligations against the Owner. In the event DCPOA shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the cost of collection incurred by DCPOA, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.
- 7.5. Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have been due and payable prior to a conveyance consequent upon sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments. A written statement of DCPOA that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.
- 7.6. Developer's Assessments. During the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall

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not be subject to any annual assessments, special assessments, or specific assessments, levied by DCPOA, or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of DCPOA remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by DCPOA during the Development period. The Development Period shall begin upon the recordation of the Declaration in the public records of Nassau County, Florida and shall continue until the Class B Membership shall expire. Upon termination of the Development period, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of DCPOA after the Developer no longer owns any Lots within the Property.

8. EXTERIOR MAINTENANCE ASSESSMENT

- 8.1. Exterior Maintenance. DCPOA may provide maintenance upon any Lot or Common Area requiring same, when necessary in the opinion of the DCPOA Board to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair, and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean up and yard maintenance. Each affected Owner shall have thirty (30) days within which to perform the required maintenance after being notified in writing by DCPOA that such maintenance is necessary before DCPOA undertakes any such maintenance.
- 8.2. Assessment of Cost. The cost of any maintenance undertaken by DCPOA under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and cost of collection, as provided in this Declaration, and shall be subordinated to mortgage liens to the extent specified in this Declaration.
- 8.3. Access. For the purpose of performing the maintenance authorized by the preceding sections, DCPOA, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

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9. UTILITY PROVISIONS

- 9.1. Water System. Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more wells and associated equipment for potable water service for all improvements constructed upon each Lot. All Lots lying south of the run of Deep Creek shall install and use only deep wells into confined layers of the underlying aquifer, generally referred to as the Floridan Aquifer. Shallow groundwater wells of less than 100' depth are prohibited for any purpose whatsoever on the portion of the Property lying south of the run of Deep Creek.
- 9.2. Sewage System. Each Owner shall be obligated to permit, install and maintain, at the sole cost and expense of the Owner, one or more septic tanks and associated drain fields and equipment for sanitary sewage service for all improvements constructed upon each Lot. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal or roadway. The location of all septic tanks and drain fields shall be subject to DCPOA / ARB review and approval as constructed improvements pursuant to requirements of this Declaration.
- 9.3. Garbage Collection.
- 9.3.1. Garbage, trash, and rubbish shall be removed from the Lots by service providers approved by Nassau County, Florida. DCPOA shall be responsible for assuring proper access by such providers to the community.
- 9.3.2. Construction or demolition debris, and vegetation including leaves, shall not be treated as garbage, but segregated out for separate collection.
- 9.3.3. Each Owner shall participate in any available solid waste recycling program instituted by DCPOA, Developer, Nassau County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.
- 9.4. Utility Service. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, telephone, cable television, and any other utility services for service to such Lots.

10. USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- 10.1. Residential Lots. The Residential Lots shall be used solely for residential dwellings, yards and associated structures, except that one or more Residential Lots may be used for sales and construction facilities and model home during the development and sale of Lots within the Property. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer and DCPOA.

PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF
DEEP CREEK PLANTATION

BE IT APPROVED by the members of Deep Creek Plantation Owners Association, Inc., the Declaration shall be amended as follows:

(Note: Except for section headings, underlined language
is added and ~~strikethrough~~ language is deleted)

10.3. Living Area. Each detached single-family residence constructed upon a Lot shall contain a minimum of ~~two thousand two hundred fifty (2250)~~ one thousand seven hundred (1700) square feet of heated and air conditioned living area, with the right reserved in and to the ARB (and with the concurrence and consent of Developer until turnover of the community by Developer to DCPOA), to grant up to EIGHT (8) EXCEPTIONS, by Variance, within the Property to those specific Lots where a smaller detached single-family residence may be built to accommodate and enhance size or other particular features of that Lot, but in no event shall any residential dwelling be less than one thousand two hundred (1200) square feet.

10.4. Detached Buildings. A detached garage with or without guest quarters, including kitchen, may be constructed on a Lot prior to, during or after the construction of the main dwelling thereon. Each ~~such~~ guest quarters shall contain a minimum of three hundred fifty (350) square feet of heated and air conditioned living area. Such guest quarters shall be for the exclusive use of the applicable Lot Owner, and such Owner's family, guests, or domestic help, and in no event shall such guest quarters be leased or rented to any party, nor may guest quarters be separated in ownership from the Lot Owner by any means or method, including partition. In the event that guest quarters are constructed on any Lot prior to the main dwelling being constructed thereon, the guest quarters may be used for a temporary residence for a maximum of three hundred sixty-five (365) days. No other accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the DCPOA, and any such accessory buildings or structures for horses or other permitted animals shall not, under any circumstances, be used for or converted to accommodate, human occupancy.

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- 10.2. Common Area. The Common Area shall be used solely for roadways, drainage facilities serving the Lots, and for recreation or open space purposes, consistent with such limitations and allowances as specified in the conservation easement. Except for pre-existing structures and replacements thereto located upon Tract J (Operations and Maintenance), no residential dwelling or appurtenant structure shall be constructed within any portion of the Common Area.
- 10.3. Living Area. Each detached single-family residence constructed upon a Lot shall contain a minimum of two thousand two hundred fifty (2250) square feet of heated and air conditioned living area, with the right reserved in and to the ARB (and with the concurrence and consent of Developer until turnover of the community by Developer to DCPOA), to grant up to EIGHT (8) EXCEPTIONS, by Variance, within the Property to those specific Lots where a smaller detached single-family residence may be built to accommodate and enhance size or other particular features of that Lot, but in no event shall any residential dwelling be less than one thousand two hundred (1200) square feet.
- 10.4. Detached Buildings. A detached garage with guest quarters, including kitchen, may be constructed on a Lot prior to, during or after the construction of the main dwelling thereon. Each such guest quarters shall contain a minimum of three hundred fifty (350) square feet of heated and air conditioned living area. Such guest quarters shall be for the exclusive use of the applicable Lot Owner, and such Owner's family, guests, or domestic help, and in no event shall such guest quarters be leased or rented to any party, nor may guest quarters be separated in ownership from the Lot Owner by any means or method, including partition. In the event that guest quarters are constructed on any Lot prior to the main dwelling being constructed thereon, the guest quarters may be used for a temporary residence for a maximum of three hundred sixty-five (365) days. No other accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the DCPOA, and any such accessory buildings or structures for horses or other permitted animals shall not, under any circumstance, be used for or converted to accommodate, human occupancy.
- 10.5. Setbacks.
- 10.5.1. Front. No dwelling shall be erected within seventy-five (75) feet of any front Lot boundary without a variance from the ARB and any applicable governmental requirements. The front residential boundary is the portion of the Lot contiguous to the Roadway, or on a corner Lot, the longest contiguous frontage.
- 10.5.2. Side. No dwelling shall be erected within twenty (20) feet of any side Lot boundary.
- 10.5.3. Rear. No dwelling shall be erected within five (5) feet of any wetland or wetland buffer boundary shown on the plat, without a variance from the ARB and any applicable governmental requirements.

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- 10.5.4. **Easement Areas.** No dwelling shall be erected within any easement area shown on the Plat or within an easement area identified by this Declaration.
- 10.5.5. **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot boundary.
- 10.5.6. **Motor Vehicles and Boats.** No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored within the front yard of any residential lot, except within a building, or otherwise reasonably screened from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.
- 10.5.7. **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the DCPOA Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.
- 10.5.8. **Antenna.** The installation of any aerials, antennae, or satellite dishes shall be subject to the prior approval of the ARB in accordance with architectural criteria imposed by the Developer or DCPOA from time to time.
- 10.5.9. **Lakes.** Only the Developer, DCPOA and those persons engaged in emergency fire response during the period of any fire emergency, shall have the right to pump or otherwise remove any water from any lake included in the Common Area (the "Lake") for any reason. No refuse shall be placed in the Lake. The Developer and DCPOA shall have the sole and absolute right (but no obligation) to control the water level of the Lake and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in the Lake, and to contour or reshape the Lake or shoreline. No gas or diesel driven boat shall be permitted to operate on the Lake. Lots which now or may hereafter be adjacent to the Lake shall be maintained so that grass, planting or other lateral support will prevent erosion of the embankment adjacent to the lake. The height, grade, and contour of the embankment shall not be changed without prior written consent of DCPOA. Discharges or runoff from Lots contiguous to the Lake shall be controlled to minimize lawn fertilizer runoff, and to preclude runoff from Lot areas containing animal waste. If the Owner of any Lot contiguous to the Lake fails to maintain the embankment or shoreline vegetation, or causes or contributes to eutrophication or contamination of the Lake, DCPOA shall have the right, but no obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, or to compel or seek enforcement measures designed to compel Owner compliance and/or mitigation, all at the

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expense of the Owner of such Lot. Title to any Lot contiguous to the Lake shall not include ownership of any riparian rights. No docks, bulkheads, or other structures shall be constructed on the Lake embankments by anyone other than Developer or DCPOA, and any such dock, bulkhead or other Lake structure shall be maintained by DCPOA as a Common Area. DCPOA shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface water of the Lake. DCPOA shall have the right to deny use to any person who in the opinion of DCPOA may create or participate in the disturbance or nuisance on any part of the Lake or adjacent Common Area.

10.5.10. **Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall remove all debris immediately and restore the Lot to an orderly condition within a reasonable time, not to exceed sixty (60) days for the date of such damage or destruction.

10.5.11. **Trees.** Except for all invasive or exotic species, and pine trees other than Longleaf Pine species, no trees or shrub, the trunk of which exceeds five (5.0" d/BH) inches diameter breast height (i.e., measured four and one-half feet (4.5') above the ground), shall be cut down, destroyed or removed from any Lot without the prior express written consent of the Developer. The Developer, at any time prior to turnover of control of Deep Creek Plantation to DCPOA, may assign the rights and responsibilities pertaining to this provision to the DCPOA, but at and after turnover of control of Deep Creek Plantation to DCPOA, this provision shall be the right and responsibility of DCPOA.

10.5.12. **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

10.5.13. **Signs.** Other than a "For Sale" or "For Rent" sign not to exceed four square feet, no sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by DCPOA. Signs advertising commercial functions or uses on Lots are specifically prohibited.

10.5.14. **Lighting.** No lighting shall be permitted on any Lot which alters the residential character of the Subdivision.

10.5.15. **Animals.** Animals shall be kept for the pleasure of Owner only and not for any commercial or breeding use or purposes.

10.5.16. **Horses.** Subject to applicable law, the Owner shall be permitted to maintain a horse or horses [all domesticated equine variants, including burros, donkey or other asses, mules and all pony or ponies without distinction as to size or variety are generally referred to as a "horse"] on a Lot in accordance with the following schedule:

up to 2.5 ac gross lot area 3

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up to 5.0 ac gross lot area	4
up to 7.5 ac gross lot area	5
10.0 ac or greater gross lot area	6

No more than six (6) horses may be kept at any time on any Lot. Subject to applicable law, barns or horse stalls shall be set back from the property line(s) of adjoining Lot(s) by at least thirty-five (35') feet.

- 10.5.17. **Dogs.** The Owner shall be permitted to maintain one (1) dog per net acre or portion thereof of any Lot, but not to exceed four (4) dogs total on any Lot. Dogs are not allowed to roam free, and any dog off of the Owner's Lot must be on a leash.
- 10.5.18. **Cats.** The Owner of a Lot shall be permitted to maintain no more than two (2) domestic cats (*Felis catus*) unless the cats are spayed or neutered, and even if spayed or neutered, no more than five (5) domestic cats total. No other members of the family *Felidae* may be kept on any Lot, whether indoors or outdoors. Cats which in the opinion of DCPOA appear to have become feral may not be fed or supported, and may be eradicated from the Property by any reasonable and humane means to protect the natural wildlife.
- 10.5.19. **Other Animals.** Except as provided above, no other animals may be kept in outdoor management or in any facility except within a residential dwelling. There will be no outdoor keeping of non-native fish, toads or other non-native species, and no live release of any such species in any form or stage of its life, in or to the natural environment of or around the Property. The outdoor keeping of goats, rabbits, geese, non-native fish, swine, toads, or any domesticated *Aves* (including, but not limited to Chickens, Guinea Hen or other fowl, Parrots, Macaws, Peacock, Ostrich or Rhea) is prohibited. Birds kept as pets shall be caged and kept within the residential dwelling. There shall be no indoor or outdoor keeping of any variety of snakes or reptiles, whether they are exotic pets or native species.
- 10.5.20. **Estrays.** Any Owner's animal(s) which wander from the Owner's Lot, and any feral or semi-domesticated species fed or supported by an Owner, are considered to be estrays when found on the Lot of another Owner or upon the Common Area, and the animal's Owner shall be responsible for any damage, costs or expenses associated with such stray, or incurred in connection with the capture or control therewith. Exotic escapees, whether considered by the Owner as a pet or otherwise, are presumed to be dangerous to people or the native plants and wildlife of the Property and surrounding natural areas, and subject to any reasonable control measures, including trapping and or eradication.
- 10.5.21. **Dangerous/Nuisance Animals.** If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on the Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other

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owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

- 10.5.22. **Maintenance of Lots and Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, DCPOA, its agents and assigns, shall have the right to enter upon any Lot or Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and/or safety of the community. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface of the Lot under construction, and shall not park on any roadway or any property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot for more than thirty (30) days after completion, discontinuation, termination, or abandonment of the construction activity.
- 10.5.23. **Fences.** Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property. Fences on the Roadway frontage of any Lot shall only be set within the Improvable Area of the Lot, and shall not extend into any Conservation Wetlands, any buffer area adjacent to a Conservation Wetlands area, or encroach upon the ten (10') foot easement along the Roadway frontage of a Lot.
- 10.5.24. **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.
- 10.5.25. **Commercial Activities.** Home occupations which do not draw retail traffic to the home are permitted to the extent allowable as a Conditional Use consistent with applicable law, but no signage on or off-site is permitted except for a sign, not to exceed two square feet, affixed to the door or wall of the residence. No individual owners shall conduct garage sales, yard sales, or on-site recurrent estate, auction or liquidation sales, from any Lot. Any single event, estate, auction or liquidation sale shall require the prior consent of DCPOA which shall not be unreasonably withheld or

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denied, and DCPOA shall have no less than THIRTY (30) DAYS advance notice of any such proposed sale.

10.5.26. **Compliance with Laws.** All owners and other occupants of the Property shall at all times comply with all environmental, land use and zoning, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvement constructed thereon.

11. **RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

11.1. **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, drainage ways and structures, cable television and radio equipment of other public conveniences or utilities, on in or over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on the Plat; and (iii) a strip of land within each Lot ten feet in width along the front and sides of each Lots.

11.2. **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or DCPOA may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designed on the plat or reserved in this Declaration.

11.3. **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and right of ways on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

11.4. **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights-of-ways easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

11.5. **Easements for Maintenance Purposes.** The Developer reserves for itself, DCPOA, and their respective agents, employees, successors or assigns,

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easements, in, on, over, and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetlands areas, lakes, ponds, hammocks, wildlife, preserves or other areas, the maintenance of which may be required to be performed by the Developer or DCPOA, or in default of such performance, by any agency of government acting within the scope of its jurisdiction or pursuant to the terms and conditions of any permit issued by such agency encompassing or otherwise affecting Deep Creek Plantation.

- 11.6. **Developer Rights to Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees, and grantees, to erect and maintain such temporary sales office, model homes and/or other structures upon Lots owned by the Developer or upon Common Areas, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Developer reserves the right to lease "Tract J" of the Common Area and maintain existing habitable structures, and replacements thereto, for a caretaker facility, upon reasonable lease terms established by and at the discretion of the Developer; however, at turnover of the community of Deep Creek Plantation by the Developer to DCPOA, the lease (should it still be in existence) may only be assigned to DCPOA with its prior consent and acceptance, otherwise the lease of the caretaker's facility shall terminate. Nothing contained in the Declaration shall be construed to restrict the forgoing rights of Developer.

12. **RIGHTS AND EASEMENTS GRANTED BY DEVELOPER**

- 12.1. **Easement of Ingress and Egress Over Roadways.** All Owners and their guests, invitees, agents, employees, and all delivery, pickup, and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by DCPOA to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the developer or DCPOA may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all roadways (the "Roadways") depicted on the Plat. To the extent that Additional Lands are made subject to this Declaration, the easement granted hereby may be expanded to include additional Roadways by specific reference thereto in any Supplementary Declaration(s) filed in accordance with Section 3.3.
- 12.2. **Easement for Ingress and Egress Over Common Trails.** All Owners and their guests and invitees, holders of mortgage liens on any portion of the Property and such other persons as the Developer or DCPOA may designate from time to time, shall have the nonexclusive and perpetual right of ingress and egress over and across the trail areas more particularly described on the Plat (the "Common Trails"). The Common Trails are part of the Common Area. The use of the Common Trails shall be restricted to pedestrian ingress and egress and equestrian use only and such further rules and regulations of DCPOA including those arising under or by reason of applicable law, regulations, or permit conditions.

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To the extent that additional lands are made subject to this Declaration pursuant to Section 3.3 hereof, the easement granted hereby may be expanded to include additional Common Trails by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.3 hereof.

12.3. Rights to Restrict Access. Notwithstanding the provisions of this Declaration to the contrary, the Developer and DCPOA shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Board, may create or participate in a disturbance or nuisance on any part of the Property. DCPOA shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways and Common Area trails referenced in this Declaration, or shown upon the Plat, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways or create a nuisance for the residents, and the right but not obligation, to control and prohibit parking on all or any part of such Roadways. The Developer and DCPOA shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing natural or artificial, placed on or located on any Lot or portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Board, obstruct the vision of a motorist upon any of the Roadways.

13. GENERAL PROVISIONS

13.1. Remedies for Violations.

13.1.1. Proceedings. If any Owner or other person shall violate or attempt to violate any of the covenants, restrictions and / or easements of this Declaration, it shall be lawful for DCPOA, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provision(s) of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies.

13.1.2. Fines. In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of the Owner, his family, guests, lessees, invitees, or employees, to comply with any covenant, restriction or easement contained in this Declaration, or in any Supplemental Declaration, or any rule of DCPOA, provided the following procedures are adhered to:

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- 13.1.2.1. For a first violation, DCPOA shall warn the Owner of the alleged infraction in writing.
- 13.1.2.2. For a subsequent violation, DCPOA shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall be entitled to present arguments relative to the fine and any supplemental remedy. At least fourteen (14) days prior notice of such meeting shall be given.
- 13.1.2.3. At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, and the Committee shall receive evidence and hear argument as to whether a fine should or should not be imposed, the appropriate amount of such fine, and whether the Owner's rights (including any tenant, guest or invitee of the Owner) to use any of the Common Areas other than the Roadways for access to the Owner's Lot are to be suspended, and the period of time of such suspension. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses. The Rules Enforcement Committee, by majority vote, may impose a fine in an amount not to exceed the maximum amount allowed by applicable law, and/or suspension of use of Common Areas and facilities for a reasonable period of time.
- 13.1.2.4. The written decision of the Rules Enforcement Committee shall be sent as notice to the Owner, and submitted to the Board, within ten (10) days after the meeting.
- 13.1.2.5. Fines shall be paid within fifteen (15) days after notice of the decision of the Committee.
- 13.1.2.6. If a fine is not timely paid, the Board may authorize an action to recover upon a fine, together with a demand for attorneys' fees and costs associated with such action, to be pursued in accordance with applicable law.
- 13.1.2.7. Any monies received from fines shall be allocated by the Board of Directors as they shall deem appropriate.
- 13.1.2.8. The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which DCPOA or any Owner may be otherwise legally entitled; provided, however, any fines paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.
- 13.1.2.9. The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of DCPOA, or the spouses, parent, child, brother or sister of an officer, director or employee.

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- 13.2. **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.
- 13.3. **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants, restrictions or easements on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants, restrictions or easements applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.
- 13.4. **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit enlarge, change or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.
- 13.5. **Termination or Amendment.** The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, DCPOA, and their respective successors, and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of DCPOA may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by DCPOA and Developer, if applicable, and shall be recorded in the current public records of Nassau County, Florida.
- 13.6. **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.
- 13.7. **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.
- 13.8. **Effective Date.** This Declaration shall become effective upon and as of the time it is recorded in the public records of Nassau County, Florida.

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IN WITNESS WHEREOF, this Declaration has been executed by Developer, upon due and proper authorization, upon the date stated in the Preamble of this Declaration, to be effective upon the date specified herein.

Deep Creek Plantation Development Company
a Florida corporation

By: *Lee D. Wedekind, Jr.*
Lee D. Wedekind, Jr.
Its: president

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 7th day of September, 2006 by Lee D. Wedekind, Jr., president, Deep Creek Plantation Development Company, who is personally known to me or has produced as identification: n/a

James L. Shroads [sign]
JAMES L. SHROADS [print]
Notary Public, State of Florida
My Commission expires:

 **James L. Shroads**
Commission # DD517954
Expires March 20, 2010
Bonded Troy Fax - Insurance, Inc. 800-285-7019

34
Rec. 290.50

This Instrument was prepared by:
JAMES L. SHROADS, attorney
P.O. Box 1316
Fernandina Beach, FL 32035-1316

RECORD AND RETURN TO:
JAMES L. SHROADS, attorney
P.O. Box 1316
Fernandina Beach, FL 32035-1316

**SUPPLEMENT to DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS of
DEEP CREEK PLANTATION,**

DATED: September 27, 2007

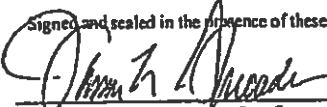
This SUPPLEMENT to DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS of DEEP CREEK PLANTATION is made upon the date noted above by DEEP CREEK PLANTATION DEVELOPMENT COMPANY, a Florida corporation ("Developer"), which declares that the real property described as

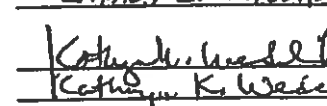
DEEP CREEK PLANTATION, a subdivision according to the plat thereof as recorded at Plat Book 7, pages 239 through 250, public records of Nassau County, Florida

(the "Property"), which is owned by Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens, and all other matters set forth in the Declaration recorded at Official Records Book 1483, pages 1759 through 1785, public records of Nassau County, Florida, as hereby modified and supplemented, which shall be deemed to be covenants running with the land and with all rights, title or interest in the Property or any part thereof:


1. The Declaration of Covenants, Restriction and Easements of Deep Creek Plantation, as recorded at Official Records Book 1483, pages 1759 through 1785, public records of Nassau County, Florida, is hereby supplemented pursuant to and in accordance with Section 720.303(1) Florida Statutes (2007) to include as the "initial governing documents" the Articles of Incorporation (see EXHIBIT A, attached hereto and incorporated herein by this reference) and the Bylaws, (see EXHIBIT B, attached hereto and incorporated herein by this reference) of Deep Creek Plantation Owners Association, Inc., ("DCPOA") a Florida not-for-profit corporation.

IN WITNESS WHEREOF this Supplement to Declaration of Covenants, Restrictions and Easements of Deep Creek Plantation has been executed by Developer.

Signed and sealed in the presence of these witnesses:


JAMES L. SHROADS [sign] [print]


Kathryn K. Wedekind [sign] [print]

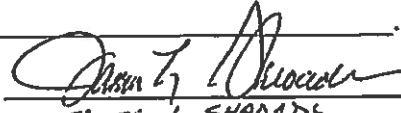
Deep Creek Plantation Development Company, a Florida corporation
By: 

Lee D. Wedekind, Jr.
Its: President

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 27 day of September, 2007 by Lee D. Wedekind, Jr., President of Deep Creek Plantation Development Company, by authority and on behalf thereof, and who is

personally known to me or
 has produced as identification: n/a



[sign]

JAMES L. SHROADS

[print]

Notary Public, State of Florida

My Commission expires:

James L. Shroads

Commission # DD617954

Expires March 20, 2010



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