

**FOX RIDGE ESTATES UNIT THREE
COVENANTS AND RESTRICTIONS**

**ARTICLE I
RESTRICTIONS**

SECTION 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article I and every Lot Owner agrees to be bounded hereby.

SECTION 2. For the purpose of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements of each Lot in the manner and to the extent set forth herein. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot nor shall any additions to exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, approximate square footage, construction schedule and such other information as the Developer shall reasonably require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason, including the purely aesthetic reasons and reasons connected with the future development plans of the Developer of the Property and contiguous lands. In passing upon such building plan and specifications and lot-grading and landscaping plans the Developer may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship, and quality of the materials property to be used.

SECTION 3. No approval of plans and specifications by the Developer shall be construed as representing or implying that such plans, specifications of standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. The Developer shall not be

responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE II 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 Residents 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 constructed to prevent Developer from using any Lot or portion thereof as right-of-way for road purposes or for access or 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 the Developer.

SECTION 2. Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a height exceeding 25 feet above the elevation of the finished surface of the ground floor of such dwelling. All houses constructed on Lots shall have a minimum of 1200 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, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. Current City of Macclenny zoning is 25 feet from the front lot line, 10 feet from the side lot line and 10 feet from the back lot line. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction line with the prior written approval of the governmental agencies having jurisdiction.

SECTION 4. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or moveable 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 construction trailer 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 5. Roof Pitch/Slope. No house or other structure shall have less than a 5/12 slope or pitch on roof.

SECTION 6. House Construction. House construction material on the front of the House shall be brick, or vinyl. There shall be no plywood or T11 plywood used on the front of the house.

SECTION 7. Residing Only in Residence. No trailer, boat, garage, motor home, or any other outbuilding of any kind shall be at any time used as residence either temporarily or permanently.

SECTION 8. 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 feet (20') 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 feet (6') from the normal surface of the ground. No fence or wall shall be erected until quality, style, color or design shall have been first approved by the Developer.

SECTION 9. Mail Boxes. All mail receptacles cannot exceed five (5) feet in Height and is securely mounted on post no larger than four inch by four inch or four and one half inch diameter wood posts or two inch diameter steel or aluminum pipe buried no more than twenty-four (24) inches in the ground and the receptacle for mail is located in a manner which does not obstruct vehicular or pedestrian traffic or pose a public safety hazard.

SECTION 10. Sewage Disposal and Water Service. The utility company providing service the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well or any kind shall be dug or drilled on the Property to provide potable water for use within any structure to rebuilt, and no potable water which is obtained from the utility company. No septic tank may be constructed on any lot No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and 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 purpose of installation, maintenance and operation of water and sewage facilities.

SECTION 11. Motorists' Vision to Remain Unobstructed. The Developer shall have the right, but no 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 judgment and opinion of the Developer, obstruct the vision of the motorist upon any of the streets.

SECTION 12. 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 square feet, 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 designed approved by the Developer. The Developer may enter upon any Lot and summarily remove any signs, which do not meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent the Developer from erecting or maintaining such commercial and display signs as Developer deems appropriate and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

SECTION 13. Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices or any kind shall be installed or maintained on the exterior of any structure of any Lot unless and until the location, size and design thereof shall have been approved by the Developer. As a general rule, antennas and other electric equipment will be approved if installed in a manner that is not visually offensive. No dish or satellite antenna will be permitted unless Developer first approves the location site of the dish or satellite antenna prior to its installation. The dish or satellite antenna shall not be visible from the front view of the house. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

SECTION 14. Pets. Not more than two dogs, or two cats, or two birds or two rabbits, or any combination of two thereof may be kept on a Lot for the pleasure and use of occupants, but not for any commercial or breeding use. If, in the sole opinion of the Developer, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept of 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 Developer 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 15. 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 accumulated 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. Landscaping are to be neatly trimmed, weeded, and maintained. Lawn grass shall not exceed ten (10) inches in height. Developer has the right to maintain and charge owner if lot is not maintained to specifications.

SECTION 16. 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 homes, 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 within the rear yard concealed from view from any adjacent Lot or roadway. Private automobiles or guest 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 any 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 17. Air Conditioners. Unless the written approval of the developer has been obtained, no window air conditioning units shall be installed in any side of a building which faces a street. They shall be located in the rear of the structure only.

SECTION 18. Clothesline. No permanent clothesline or other clothes drying facility shall be permitted on any Lot

SECTION 19. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street

SECTION 20. 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 prior written consent of the Developer.

No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the Law.

SECTION 21. Inspections. Owners shall allow the agents and employees of the Developer 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.

ARTICLE III
RECOMMENDED LANGUAGE OF ST. JOHNS
RIVER WATER MANAGEMENT DISTRICT

SECTION 1. Property Description.

Phase 3:

Commence at the Northeast corner of Fox Ridge Estates, Phase Two, a subdivision as recorded in Plat Book 3 at pages 56 and 57 of the Public Records of Baker County, Florida; thence run along the North line of said Fox Ridge Estates, Phase Two the following courses: N 88°37'56" W, 96.98 feet; thence N 01°22'06" E, 39.98 feet; thence S 89°39'31" W, 151.87 feet; thence S 01°22'06" W, 83.99 feet; thence S 89°39'31" W, 89.37 feet; thence N 01°22'06" E, 83.99 feet; thence S 89°39'31" W, 151.87 feet; thence S 01°22'06" W, 36.06 feet; thence N 88°37'54" W, 100.00 feet to the Northwest corner of Lot 26 of said Plat Book 3 pages 56 and 57 and the Terminus of said courses; thence N 01°22'06" E, along the Northerly prolongation of the West line of said Plat Book 3 pages 56 and 57, 973.10 feet; thence N 89°39'22" E, 634.52 feet to the West line of Deerwood Estates, a subdivision as recorded in Plat Book 2 at page 60 of the Public Records of Baker County, Florida; thence S 01°00'26" W, along the West line of said Deerwood Estates, 465.61 feet; thence N 89°12'33" W, 50.00 feet to the West right of way of Deerwood Drive; thence S 01°03'55" W, along the West right of way of said Deerwood Drive, 518.15 feet to the Point of Beginning.

Surface Water Management Description:

Commence at the Northeast corner of Fox Ridge Estates, Phase Two, a subdivision as recorded in plat book 3, pages 56 and 57 of the public records of Baker County, Florida, and run thence N 01°03'SS" E, along the West Right of Way of Deerwood Drive, 111.21 feet to the Point of Beginning; Thence continue N 01°03'SS" E, along said West Right of Way, 253.72 feet Thence N 88°56'OS" W, 139.25 feet Thence S 52°28'41" E, 60.27 feet Thence S 23°37'32" W, 158.06 feet Thence S 11°38'08" E, 56.20 feet to a point on the North Right of Way of a proposed Cul-De-Sac of Fox Run Circle, said point being a non tangent point on

a curve; Thence Easterly and Southeasterly along said Cul-De-Sac and said curve concave to the Southwest, having a radius of 60.00 feet and chord bearing and distance of S 59°23'38" E, 80.67 feet, an arc distance of 88.47 feet Thence N 72°50'52" E, 72.51 feet to the point of beginning. Containing 0.74 acres, more or less. Said lands being the same as Tract B, Fox Ridge, Phase Three, a proposed subdivision in the City of Macclenny, Baker County, Florida.

SECTION 2. Definitions. "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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

SECTION 3. Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water, storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. 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

SECTION 4. Covenant for Maintenance Assessments for Association. 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 5. Easement for Access and Drainage. The Association 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 the Association 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, the Association 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

SECTION 6. Amendment. Any amendment to the Covenants and Restriction which alter 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.

SECTION 7. Enforcement The St Johns River Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

SECTION 8. Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such 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 human-induced 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.

SECTION 9. Vegetative Natural Buffer. There shall be set aside a permanent vegetative buffer ("Buffer") 15 feet wide, over that portion of the property shown on the plat as Wetland. This buffer extends across lots 53, 54 and 55. The Buffer is part of the surface water management system permitted by the St Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface (other than fencepost) are prohibited within the Buffer.

Fox Ridge Estates Homeowners Association membership is mandatory for all property owners in Fox Ridge Estates, Inc. Membership dues are \$100.00 annually due on January 1st of each year. Monthly fees will be pro-rated effective on the closing date of each Fox Ridge Lot. This arrangement will remain in force until such time as an independent Homeowners Association Committee is formed.

ARTICLE IV
CONSERVATION EASEMENTS

SECTION 1. Conservation Easement Areas.

Pursuant to the provisions of Section 704.06, Florida Statutes, Developer hereby voluntarily grants and conveys to the St Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easement"). Developer fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 42-003-35133-2 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

1.1. Purpose. The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

1.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

1.3 Responsibilities. The Developer, its successors and assigns, shall be responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

1.4 Reserved Rights. Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement

1.5 Rights of District. To accomplish the purposes stated herein, the Developer conveys the following rights to the District

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

1.6 District's Discretion. District may enforce the terms of this Conservation Easement at its discretion, but if Developer breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

1.7 District's Liability. Developer will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Developer's ownership of the Conservation Easement Areas. Neither Developer, nor any person or entity claiming by or through Developer, shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Areas.

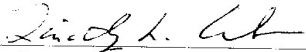
1.8 Acts Beyond Developer's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Developer for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement or from any necessary action taken by Developer under emergency conditions to prevent abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

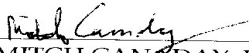
1.9 Amendment The provisions of this Conservation Easement may not be amended without the prior written approval of the District

1.10 Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

SECTION 2. Definitions

"Conservation Area" or "Conservation Easement Area" shall mean and refer to all such property so designated as Fox Ridge Conservation Easement upon any recorded Subdivision Plat or Plats of the Properties. The Developer reserves the right to add lands to the Conservation Easement Area.


TIMOTHY L. COMBS, Developer


MITCH CANADAY, Developer