

THIS INSTRUMENT PREPARED BY:
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RESERVE AT DEER RUN - PHASE I**

THIS DECLARATION is made on the date hereinafter set forth by G&H LAND AND TIMBER INVESTMENTS LLC, a Florida limited liability company and BENNETT'S PROPERTY SERVICES INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Nassau County, Florida, being more particularly described as:

For a point of reference commence at the Northeast corner of said Section 35, thence South 40°43'37" East along the Easterly line of said Section 35, a distance of 596.47 feet to the Point of Beginning; THENCE South 40°43'37" East for a distance of 1747.80 feet continuing along said section line to point; THENCE South 00°27'04" East for a distance of 1049.00 feet to the Northerly right of way line of Griffin Road (a 60 foot right of way as now established); THENCE South 89°32'27" West for a distance of 2540.14 feet along said northerly right of way line to a point; THENCE North 00°45'04" West for a distance of 1308.86 feet to a point; THENCE along a curve to the left having a radius of 70.00 feet and an arc length of 34.66 feet subtended by a chord of North 14°56'11" West for a distance of 34.31 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 12.77 feet being subtended by a chord of North 43°45'30" West for a distance of 12.63 feet to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 290.81 feet being subtended by a chord of North 80°27'17" East for a distance of 78.96 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 23.75 feet being subtended by a chord of South 12°05'18" West for a distance of 22.87 feet to a point; THENCE along a curve to the left having a radius of 130.00 feet and an arc length of 9.88 feet, being subtended by a chord of South 12°56'56" East for a distance of 9.88 feet to a point; THENCE North 89°14'56" East for a distance of 196.13 feet to a point; THENCE North 35°08'23" East for a distance of 396.50 feet to a point; THENCE North 49°16'23" East for a distance of 380.66 feet to a point; THENCE North 40°43'37" West for a distance of 59.31 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 21.67 feet being subtended by a chord of North 65°34'01" West for a distance of 21.00 feet to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 292.54 feet being subtended by a chord of North 49°16'23" East for a distance of 77.65 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 21.67 feet being subtended by a chord of South 15°53'14" East for a distance of 21.00 feet to a point; THENCE South 40°43'37" East for a distance of 12.15 feet to a point; THENCE North 49°16'23" East for a distance of 454.00 feet to a point; THENCE North 40°43'37" West for a distance of 12.15 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 21.67 feet being subtended by a chord of North 65°34'01" West for a distance of 21.00 to a point; THENCE along a curve to the right having a radius of 60.00 feet and an arc length of 292.54 feet being subtended by a chord of North 49°16'23" East for a distance of 77.65 feet to a point; THENCE along a curve to the left having a radius of 25.00 feet and an arc length of 21.67 feet being subtended by a chord of South 15°53'14" East for a distance of 21.00 feet to a point; THENCE South 40°43'37" East for a distance of 106.92 feet to a point; THENCE North 49°16'23" East for a distance of 227.00 feet to the POINT OF BEGINNING.

now known as: RESERVE AT DEER RUN PHASE I, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 24-27 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenant, and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to The Reserve at Deer Run Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" or "Properties" shall mean and refer to that certain real property hereinabove.
4. "Common Areas" shall mean all real property (including the roadways and improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.
5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.
6. "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.
7. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner. One year after the purchase of a Lot, if Builder still owns said Lot, Builder shall become an Owner of that Lot, with all the rights and obligations of an Owner provided in this Declaration.
8. "Plat" shall refer to the recorded subdivision plat for the above described property and any Future Annexation Property which is annexed to the Property.
9. "SJRWMD" shall refer to the St Johns River Water Management District

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
 - a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;
 - b. the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot

remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot, as originally platted, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership:

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

CLASS B – The Class B member shall be the Declarant and shall have a number of votes equal to twice the number of lots in the subdivision. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first.

a. when the Declarant has conveyed one hundred percent (100%) of the lots in the subdivision; or

b. when Declarant requests that Class B membership be converted to Class A membership. All owners are required to be members of the Association.

All owners automatically become members of the Association at the time they acquire their fee simple interest in the lot.

Membership in the Association runs with the title to the lot and cannot be transferred separately from the title.

Abandonment of ownership of a lot does not discharge the obligations of membership, including payment of assessments.

Voting Rights of Members. Subject to the restrictions contained in this Declaration or the other governing documents, all members of the Association have voting rights in the Association.

In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of owners of the lot, and, therefore, unless otherwise expressly stated, the number of lots will determine the existence of a quorum for the meeting. Where lots are owned by two or more individuals, those individuals must designate one of them in writing to act as agent for all of them in casting the vote for the lot. Where a lot is owned by a legal entity or legal relationship (i.e., a corporation, limited partnership, partnership, limited liability company, etc.), the vote for the lot shall be cast by the person who is designated in writing by the governing body (i.e. the board of directors of a corporation). If a written designation of a representative is not made,

then the lot will be counted for determining a quorum, but the participation of the lot will be considered as an abstention.

Voting Rights of Developer. Until the happening of the events expressed in this Article, the Developer will be entitled to elect all of the members of the board of directors of the Association.

Members other than the Developer are entitled to elect at least a majority of the members of the board of directors three months after 90% of the lots in all units of The Reserve at Deer Run - Phase I that will ultimately be operated by the Association have been conveyed to members. "Members other than the Developer" does not include builders, contractors, or others who purchase a lot for the purpose of constructing improvements for resales.

The Developer is entitled to elect at least one member of the board of directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the lots in all of the units in The Reserve at Deer Run - Phase I that will ultimately be operated by the Association.

Notwithstanding the foregoing, the Developer reserves the right to transfer control of the Association to the members other than the Developer at any time. "Transfer control" means that the members other than the Developer are entitled to elect at least a majority of the members of the board of directors.

After the Developer is no longer entitled to elect a majority of the members of the board of directors, or after the Developer relinquishes control of the Association, the Developer may exercise the right to vote in the same manner as any other member, except for the purpose of selecting the majority of the members of the board of directors.

These Declaration of Covenants, Conditions and Restrictions provide that the board of directors will adopt budgets that will establish the annual assessments beginning with January 1, 2012, Article IV goes on to provide that the budgets adopted by the board of directors cannot be increased more than ten (10%) percent above the maximum assessment for the previous year, except for increases caused by the Developer's budget for additional common areas contemplated in Article IV, without a vote of the owners. Article IV states that the vote of the owners to approve any increases above ten (10%) percent will be on the basis of one vote per lot, except for the rights reserved to the Developer herein. The understandings contained in Article IV qualify those understandings. For increases in the budget above the ten (10%) percent ceiling, the Developer will have only one vote per lot, as will all other members. However, for as long as the Developer holds for sale in the ordinary course of business at least five per cent of the lots in all of the units of The Reserve at Deer Run - Phase I that will be ultimately operated by the Association, the Developer will have three votes per lot for the purpose of vetoing any budget increases above the ten (10%) percent ceiling. This provision also applies to any votes by the owners for approval of any special assessments proposed by the board of directors.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

I. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the

assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any common areas and the storm and/or surface water management system. 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. The Association shall be responsible for such maintenance and operation. 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. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the Property.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$500.00 per year per lot.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 10% by a vote of two-thirds of votes eligible to be cast at a meeting duly called for such purpose.

c. The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures, and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots of the date of the recording of this Declaration in the public records of

Nassau County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. A lot owned by a Builder shall be subject to an assessment the sooner of (i) a residence is constructed thereon and occupied, or (ii) one year from the date of acquisition of said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both, together with an award of attorney's fees and costs. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - COMMON AREAS

Tract "B" and Tracts "D" through "F", inclusive - Wetland / Retention / Open Space / Buffer. These are the parcels designated as Tract "B" and Tracts "D" through "F", inclusive, Wetland / Retention / Open Space / Buffer on the plat of The Reserve of Deer Run - Phase I. At, or after the time of the recordation of this Declaration, the Declarant will record a quit-claim deed conveying the fee simple title for Tract "B" and Tracts "D" through "F", inclusive, to the Association free and clear of all liens and encumbrances, except matters on the plat, this Declaration, and taxes and assessments not yet due and payable.

By this instrument, the Declarant subjects the fee simple title for Tracts D through F, inclusive, to a conservation easement pursuant to Florida Statutes, Section 704.06 (2000) and the Water Management District Permit Number 4-089-10429-1. The plat also shows certain unobstructed natural buffers on certain lots. The buffer is a part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this buffer is to assure that the property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property and to provide the necessary treatment prior to runoff discharge. The buffer and existing wetlands will be included in a conservation easement that will be under the jurisdiction of the St. Johns River Water Management District. The Association shall have 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, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District. There shall be set aside a permanent unobstructed natural buffer over certain portions of the property shown on the plat. This buffer extends across certain lots shown on the plat. 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 offset; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface are prohibited within the buffer. These conservation easements and unobstructed natural buffers prohibit or limit any or all of the following:

- a. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground.
- b. Dumping or placing of soil or other substance or material as land fill or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such 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.
- i. The Association will be responsible for maintenance of Tracts D through F, inclusive.

ARTICLE VI - LAND USE AND BUILDING TYPE

1. **Land Use and Building Type.** No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height. Mobile homes, trailers or off-site manufactured homes are prohibited.

2. **Storm/Surface Water Management.** The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 4-089-104291-1 authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, swales, and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading, and other construction activities must comply with the terms and conditions of the said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

3. **Pond, Surface Water or Stormwater Management System.**

This is the designation for several areas appearing on various pages of the plat of The Reserve of Deer Run

- Phase I. Unless otherwise expressed, the use of the term "Pond and/or Stormwater Management "System" will include all of those areas.

Part of the Pond/Stormwater Management System areas lie within Lots 5, 6, 7, 8, 45, 46, 61, 62 and 63; and the owners of those lots will hold the fee simple title to that portion of the Pond and/or Stormwater Management System areas, subject to the terms of this Declaration.

The Pond/Stormwater Management System areas exist as components of the surface water or stormwater management system. That is their sole purpose. Recreational uses are not allowed. This prohibition against recreational uses includes, without limitation, the installation of docks and the use of boats of any kind. The Association will have the exclusive jurisdiction to determine reasonable rules and regulations for control of the Pond/Stormwater Management Systems.

The Pond/Stormwater Management System areas will be maintained by the Association, and the Association, through its officers, employees, and independent contractors will have reasonable rights of ingress and egress over the lots to and from the Pond/Stormwater Management System areas in order to perform the duties of maintenance or to determine if any reasonable rules and regulations concerning use are being violated.

4. 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.

5. Conservation Easement and Vegetative Natural Buffer. There shall be set aside a permanent vegetative natural buffer ("Buffer" over that portion of the property shown on the plat as The Reserve at Deer Run - Phase I. (See Plat of The Reserve of Deer Run - Phase I.) 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 fence posts) are prohibited within the Buffer.

"Conservation Easement Area" means all of such areas described in the Plat of The Reserve at Deer Run - Phase I as more fully described in the legal description of the property, attached as Exhibit "A".

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, FRS., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- a. The construction, installation or placement of signs, billboards, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas.
- b. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.

- c. The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas.
- d. the excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas,
- e. Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- g. Acts or uses detrimental to such retention of land or water areas.

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

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

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Area. The prohibitions and restriction upon the Conservation Easement Areas as set forth in this section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provision of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligation arising there under are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected by this easement, the Declarant shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

6. Building Location. No building shall be located on any lot nearer than fifty (50) feet to the front line or nearer than fifteen (15) feet to any side street line. No building shall be located nearer than fifteen (15) feet to an interior side lot line; provided, that combined side yards shall not be less than thirty (30) feet. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than thirty-five (35) feet from any existing dwelling. The Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

In the event an owner owns two or more contiguous lots, these setback restrictions shall be based upon the exterior lot lines of the contiguous lots provided contiguous lots are joined and Owner enters into and records a Unity of Title.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. Noncommercial Livestock and Poultry. Per Nassau County, special distance restriction lines for farm animals may apply per Nassau County Open Rural OR uses.

Owner shall be limited to one (1) large breed farm animal per two acres, and one (1) additional large farm animal per each additional acre. A large farm animal is defined as, but not limited to, a horse, cow or pig. Large breed farm animals shall be kept penned/fenced in an enclosed/fenced area no closer to the front property line than

the front of the constructed residence. However, if the Owner owns adjoining lots, the lot without a constructed residence, the enclosure/fencing may extend to the front property line. No structure used for the keeping of large breed farm animals shall be located closer than thirty-five (35) feet to any property line of different ownership.

Additionally, an Owner shall be limited to two (2) small breed farm animals per two acres, and two (2) additional small animals per each additional acre. A small farm animal is defined as, but not limited to, a goat or sheep. Small breed farm animals shall be kept penned/fenced in an enclosed/fenced area no closer to the front property line than the front of the constructed residence. However, if the Owner owns adjoining lots, the lot without a constructed residence, the enclosure/fencing must be no closer than fifty (50) feet to the front property line.

Poultry shall be penned and may not exceed twenty-five (25) per acre. Structures for same shall not be located within one hundred (100) feet of any property line.

Further, goats, sheep, or swine shall not be kept or permitted within two hundred (200) feet of any residence under different ownership.

9. Architectural Review and Control. The Declarant or the Association, whoever has jurisdiction over architectural review and control, will have the rights to establish criteria for the size, location, and materials involved with driveways, mailbox, fencing, and any structure located on a lot herein including pump houses and well covers.

10. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds, or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns, including cleared lots, shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage, or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

12. Drainage and Utility Easements. The Declarant hereby reserves unto the Association a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain, and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in accordance with the Plat of Deer Run - Phase I.

The Declarant shall have the unrestricted right and power to alienate, transfer and release privileges, easements and rights referred to in this paragraph and to grant additional non-exclusive easements to utility companies serving the Property to install, operate, maintain, repair and replace utility lines and equipment in the above described easement area. The owners of each lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the plat are and shall remain private easements and the sole exclusive property of the Association, its successors and assigns.

Each utility company providing service to any dwelling unit on the property, its successors, assigns, agents and employees, shall have a perpetual and unobstructed easement and right of entry upon each lot to the extent necessary or convenient to permit the installation, maintenance, replacement, removal, repair, servicing and reading

of utility meters on any lot. No owner, occupant or tenant of any dwelling unit shall erect any fence or any locked gate which inhibits such access.

All utility lines serving one dwelling unit only shall be maintained by the owner or owners of the dwelling units served thereby from the dwelling units served to the point where such lines connect to the main line. All other utility lines, including drainage lines, drainage ditches and drainage retention ponds, lakes or basins, and all associated drainage structures serving or providing drainage of the property, shall be maintained by the Association.

The Declarant reserves the right to extend the drainage and utility easements shown on the plat of The Reserve at Deer Run - Phase I for the benefit of the additional properties which may be added to The Reserve at Deer Run - Phase I pursuant to this Declaration. In that event, the Declarant will have the right to grant concurrent easement rights over the drainage and utility easements shown on the plat of Reserve at Deer Run - Phase I, subject to the approval of the governments or public agencies having jurisdiction over the permitting of horizontal development.

13. Other Easements. On the plat of Reserve of Deer Run - Phase I, there are other easement areas shown, as for example, unobstructed drainage easements and utility easements. Those easement areas may or may not be expressly dedicated by the Declarant to particular persons or entities. Unless otherwise provided by the plat, by law, or by contract, these easement areas will be maintained by the owners of the lots which are encumbered by those easements. However, the Association will have jurisdiction to maintain any of these easement areas which are not being maintained by the responsible party(ies), and will have the right to seek reimbursement for the maintenance from the responsible party(ies) who are in default in the performance of their maintenance duties.

14. Rights of Access in favor of the Association and the Owners. Whenever the Association is given title to and/or responsibility for maintaining a common area, the Association, through its officers, employees, and independent contractors will have the reasonable right of access to any part of The Reserve of Deer Run - Phase I in order to perform the duties of ownership and maintenance.

In some communities of lesser complexity of development, the owners are given easements of enjoyment for use throughout the common areas. However, because of the intricate design of The Reserve at Deer Run - Phase I, the easements of enjoyment and use in favor of the owners are limited to the expressed provisions appearing from time to time in this instrument and any duly adopted amendments. For example, if Tract "B" is developed as a recreational area for the owners and their social invitees, then all of the owners and their social invitees will have rights of enjoyment and use, subject to the reasonable rules and regulations of the Association.

15. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration. 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 and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

16. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

17. Indemnification. The owner or owners of all lots abutting the swales, shall, by virtue of having acquired said lots subject to these covenants and restrictions be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the Plat or Plats and have agreed to indemnify Declarant and save

Declarant harmless from suits, actions, damages, and liability and expenses in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon, at or from the swales, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

18. Reservation for Subdivision Improvements. The Declarant, its successors and assigns reserves the right to enter any lot for purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

19. Private Roadways. All roadways shown on the plat of the Reserve at Deer Run - Phase I provide ingress and egress to and from the lots and the common areas. The Reserve at Deer Run - Phase I will be a private community. These roadways will not be owned by the public (County of Nassau or any other governmental agency) but, rather, will be owned by the Association and will be private roadways. At, or shortly after, the time of the recordation of this Declaration, the Declarant will record a quit-claim deed conveying the fee simple title for those private roadways to the Association, free and clear of all liens and encumbrances, except matters on the plat, this Declaration, and taxes and assessments not yet due and payable. Upon recordation of that quit-claim deed, the Association will be deemed to have accepted title, subject to this Declaration.

The Declarant now grants to every lot and the common areas shown on the plat of The Reserve at Deer Run - Phase I a perpetual, automatically transferrable, easement over the private roadways for pedestrian and vehicular ingress to and from the lots and the common areas. The beneficiaries of these easements are the lot owners, their business and social invitees, and all public or private bodies having legal or contractual jurisdiction, as for example, the police, the fire department, U.S. mail and private parcel carriers, garbage collectors, the property appraiser and tax collector, the provider of utility services, and mortgagees.

The use of the private roadways will be subject to reasonable rules and regulations promulgated by the Association from time to time. These rules and regulations may include without limitation restrictions on the speed of vehicles, installation of speed reducing devices, restrictions on the size and weight of vehicles, restrictions on the use of bicycles, skates, and similar transportation, and restrictions on or prohibition of the parking of vehicles within the roadways.

The surface and sub-surface of the private roadways will be maintained by the Association, and the Association must establish a capital reserve fund for this purpose.

Declarant, Bonnett's Property Services Inc. and/or G&H Land and Timber Investments Inc., reserve the right to extend the private roadways into the additional properties which may be added pursuant to this Declaration. This reserved right includes the right to grant to future beneficiaries of the extended private roadways the concurrent right to use the existing roadways within The Reserve at Deer Run - Phase I. Any beneficiary of the extended private roadways which utilize the private roadways within the Association shall be responsible for Association fees and dues in accordance with each and every other lot owner of the Association.

20. Entranceway. The entranceway area will be owned and maintained by the Association. The use of the entranceway will be by those persons and vehicles having the right to enter onto the private roadways. The use of the entranceway will be subject to the reasonable rules and regulations promulgated by the Association from time to time.

The Declarant reserves the right to create additional entranceways in the additional properties which may be added to The Reserve at Deer Run - Phase I pursuant to this Declaration. In that event, those entranceways will be owned by the Association, if required by the plan of development, and, in all events, will be maintained by the

Association.

21. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the Property; b) to amend these covenants and restrictions at any time if, in the discretion of the Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deem such violations necessary for construction and/or sales, Declarant may assign its right to release such violations. Subject to the above rights reserve by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the approval of the St. Johns River Water Management District.

Any amendment of this Declaration which alters the surface water or storm water 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.

22. Legal Action on Violation. If any person, firm, or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all of any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction of any obligation, right power privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

ARTICLE VII - ADDING ADDITIONAL PROPERTIES

1. Additional Units. Declarant owns adjoining tracts. At this time, the Declarant plans to, but is not obligated to, develop the adjoining property into additional units. As well, there presently exists adjoining undeveloped acreage which is not owned by the Declarant but which the Declarant may acquire in the future. All of these unplatted, yet to be developed tracts may be added only by G&H Land and Timber Investments L.L.C and Bennett's Property Services Inc. (and/or their assignee of the Declarant's rights herein) to The Reserve at Deer Run - Phase I. For convenience, in this Declaration, they will be referred to as the "Additional Units."

2. Adding Additional Units. G&H Land and Timber Investments Inc. and Bennett's Property

Services Inc. will have the right to add Additional Units to The Reserve at Deer Run - Phase I without the consent of any owner or mortgagee of any owner provided that their addition is made in accordance with the terms of this Declaration. No other person or entity shall have the right to add Additional Units to The Reserve at Deer Run - Phase I without the prior written consent of G&H Land and Timber Investments LLC and Bennett's Property Services Inc.

Before any Additional Units will be considered to be added, their title must be made subject to a recorded supplement to this Declaration imposing the terms of this Declaration upon the fee simple title and modifying or adding provisions to the extent permitted to the Declarant by the terms of this Declaration.

3. Effect of this Declaration on Additional Units which are not Added. The Declarant has planned the development of The Reserve at Deer Run - Phase I so that it stands alone and does not need the Additional Units to be added. Therefore, this Declaration and the plan of development for The Reserve at Deer Run - Phase I are not binding upon the Declarant or covenants against the title to the Additional Units, if they are never added. Therefore, for example, the Declarant will have the right to sell the adjoining acreage described herein unencumbered by this Declaration or the plan of development for The Reserve at Deer Run - Phase I.

ARTICLE VIII - OPERATION AND MAINTENANCE OF SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM - SJRWMD

1. Purpose and Powers of the Association The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 4-089-10429-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

2. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C 42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

4. Existence and Duration Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

5. 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.

6. Duties of Association The Reserve at Deer Run Homeowners 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.

7. 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.

8. Assessments. In this Declaration and the other governing documents, and, in applicable provisions of law, regulation, or permits, the Association has enumerated duties which it must perform and rights which it may exercise. Also, the Association may need to promote the recreation, health, safety, and welfare of the owners, their families, and their invitees. In order to fund its activities, the Association will need to adopt assessments for payment by the owners. It is the purpose of this Article IV to establish the rules concerning the adoption and payment of these assessments.

9. The Budget Process. The initial budget for the Association has been adopted by the Declarant based upon its experience and research. This budget contains line items for expected, recurring obligations, as for example, taxes and utilities. Also, this budget contains line items for anticipated amounts for periodic capital repair or replacement, as for example, maintenance of the private roadways.

Except as provided in these Covenants and Restrictions, all subsequent budgets will be adopted by the board of directors, but they will not be binding upon the members if they are in excess of the limitations contained herein, unless approved by the members as provided below.

As a part of its plan of development for additional properties which may be added to The Reserve at Deer Run - Phase I pursuant to this Declaration, the Declarant will analyze the existing budget for the Association and determine modifications, if any, which need to be made to the existing budget because of the expanded responsibility of the Association. The Declarant will have the right to adopt the amended budget, effective the following January 1st. The Declarant will be responsible for paying all expenses of the added common areas accruing prior to the effective date of the amended budget.

10. Certain Prerogatives of the Association. The Association has the right to dedicate or transfer all or any part of the common areas to any public agency, public authority, or public utility for ownership, management, and maintenance, for the purposes of the common areas stated in this Declaration and for such other purposes as may be mutually agreed by the owners. No dedication or transfer will be effective unless an instrument agreeing to the dedication or transfer is signed by the owners of not less than two-thirds of the lots. For this purpose, the Declarant will have the special voting rights afforded by Article III, below, but, in that event, the dedication will be subject to the prior approval of the FHA and the VA. The instrument of dedication or transfer must be recorded in the current public records for Nassau County, Florida.

The rules contained in the foregoing Article III apply to the creation of a mortgage against any common area.

11. No Absolute Liability for Injuries. No absolute liability is imposed upon the Association or the owners for damages to property or to persons occurring within the common areas. The Association may carry insurance coverage for itself and the owners for liability which may be imposed in particular circumstances.

12. Easement for Access and Drainage. The Reserve at Deer Run Homeowners 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.

13. Amendment Any amendment to the Covenants and Restrictions 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.

14. 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 and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

15. Drainage Swale Maintenance and Access Easement Drainage Swales have been constructed, or will be constructed in accordance with the Plat, 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 construction, maintenance, operation and repair of the swales on the lot. Construction, 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.

16. Vegetative Natural Buffer There shall be set aside a permanent vegetative natural buffer ("Buffer") over that portion of the property as shown on the Plat of The Reserve of Deer Run - Phase I. 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 fence posts) are prohibited within the Buffer.

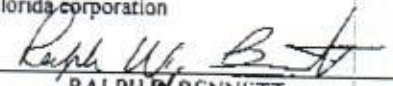
IN WITNESS WHEREOF, the Declarant has executed this instrument this 4 day of May, 2012

Signed, sealed and delivered
in the presence of:



DECLARANT:

BENNETT'S PROPERTY SERVICES INC., a
Florida corporation

BY: 
RALPH W. BENNETT
Its: President