

Proposed Covenant & Restrictions Updates

Proxy Voting Grouping

09/10/2025

Group 1 : Needed Changes With No Affect To The Overall Community

Note: This will be one vote to cover all items from 1-6.

1) **Cover Page and Title Page**

- Added a Cover Page and Table of Contents Page for easy of locating items within DCRE

2) **5.4.2.3. Common Area Rights & Responsibilities**

- Add the word vegetation

Current wording (last sentence of 5.4.2.3 only)

“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 Management District.”

New Proposed Wording:

“No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including **vegetation** buffer areas or swales, without the prior written approval of the St. Johns River Management District.

3) **6.1. Architectural Review and Approval**

- **Require only 1 PDF set of construction plans for an ARB application**

Current Wording:

“.....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.”

New Proposed Wording:

“.....It shall be the obligation of each owner to supply **one (1) PDF set** 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 Owner submitting same.

4) **6.3.2. Architectural Review and Approval**

- **Update wording to require only 1 PDF set of plans for an ARB application**
- **Add details on the appeal process and timelines to appeal an ARB decision**

Current Wording:

“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.”

New Proposed Wording:

“To require submission to the ARB of **one (1) complete PDF set** 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 necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria. **An Owner has 30 days from the date of a decision or denial to submit a written appeal to the ARB. The ARB will attempt to make a decision on this appeal within 30 days of receipt.**”

5) **6.3.4. Fees and Payment**

- **Update the wording to remove cash payments**

Current Wording:

“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.”

New Proposed Wording:

“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) **9.3.3. Garbage Collection**

- **Adjust verbiage to allow only DCPOA or Nassau County to require recycling**

Current Wording:

“Each Owner shall participate in any required 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 applicable recycling program collection equipment.”

New Proposed Wording:

“Each Owner shall participate in any required solid waste recycling program instituted by DCPOA or Nassau County. Solid waste and recycling receptacles shall be stored behind a service wall or directly behind the house and not be visible from the road frontage on non-waste/recycle collection days.”

Group 2: Needed Changes To Align With Municipal Ordinances & Existing legal documents

Note: This will be one vote to cover all items from 7-8.

7) 10.5.1., 10.5.2. and 10.5.3. Setbacks

- Align setbacks with Nassau County regulatory setbacks
- Include existing exceptions for Lots 92 & 93

10.5.1 Front

Current Wording:

“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 continuous frontage.”

New Proposed Wording:

“No dwelling shall be erected **within one hundred (100)** 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 continuous frontage. **Lots 92 & 93 have a 35’ front setbacks.**”

10.5.2 Side

Current Wording:

“No dwelling shall be erected within twenty (20) feet of any side Lot boundary.”

New Proposed Wording:

“No dwelling shall be erected within **twenty-five (25)** feet of any side Lot boundary. **Lots 92 & 93 have a 25’ setbacks.**”

10.5.3 Rear

Current Wording:

“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. “

New Proposed Wording:

“No dwelling shall be erected within **fifty (50)** feet of any wetland or wetland buffer boundary shown on the plat, without a variance from the ARB and any applicable governmental requirements. **Lots 92 and 93 have a 25’ setbacks.”**

- 8) **12.2. Easement for Ingress and Egress Over Common Trails**
- **Update Common Trail access to reflect the Conservation Easement Agreement with St Johns River Management**

Current Wording:

“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 DCPOA including those arising under or by reason of applicable law, regulations or permit conditions.

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. “

New Proposed Wording:

“All Owners and their guests and invitees, holders of mortgage liens on any portion of the Property and such other persons as the **DCPOA** may designate from time to time, shall have the nonexclusive and perpetual right of ingress and egress over the trail

areas more particularly described on the Plat (the Common Trails). The Common Trails are part of the Common Area.

Ingress and egress to the common trail to the lake and gazebo is restricted to pedestrian, equestrian, Off Road Vehicles (ORV), golf carts, bicycles and vehicular traffic only and such further rules and regulations DCPOA including those arising under or by reason of applicable law, regulations or permit conditions. Ingress and egress for the three river trails is governed by a Conservation Easement agreement with St. Johns River Management. Ingress and egress to these three trails originating at (Dunroven Drive, Bullock Bluff or Charlemagne) is restricted to hikers, pedaled bicycles, horseback riders and All-Terrain Vehicles (ATV) only.

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. “

Group 3: Independent Stand Alone Approvals Needed

Note: This section requires a separate vote for items 9 – 23.

9) 10.1. Residential Lots

- **Add new section 10.1.1 Storage on Vacant Lots**

10.1.1 Storage on Vacant Lots

Vacant Lots (without a detached building and/or residence) or an approved ARB application may not be used as a storage location for trailers, recreational vehicles, boats or other items.

10) 10.1 Residential Lots

- **Add a Rentals Section**

10.1.2 Rentals

No Lot or residence may be rented for a period of less than 6 (six) consecutive months and no more than 3 times in a calendar year. Vacation rental or transient rental occupancy is strictly prohibited. Only entire Lots/residences may be leased, no subletting is permitted, no per-room leasing is permitted, and no occupancy is permitted upon a Lot outside the single-family residence. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the

Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, applicable rules and regulations or of any other agreement, document or instrument governing the Lot or Property, including the failure to properly maintain landscaping and the exterior appearance of the property. The Owner of a leased Lot shall be jointly and severally liable with the Owner's Tenant for compliance with the governing documents and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional acts or omissions of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Owner shall provide a copy of the governing documents of the Association to the Tenant prior to the Tenant's occupation of the Lot.

These requirements for minimum leasing terms shall be effective immediately upon recording of this Amendment to the Declaration, however a temporary one-time exception is hereby granted for the present term of any current written lease or occupancy agreement as of the date of recording this amendment to the Declaration to allow the longer-term minimum requirement take effect upon the expiration, or renewal of the present term of any such lease or occupancy agreement.

At least 15 days prior to the date of the Tenant's right to occupy a Lot, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of the Tenant's family members or others that will occupy the Lot, and (b) provide the Association with a true, correct and complete copy of the lease agreement. The Association shall have the right to demand and receive from an Owner or their Tenant a copy of any such written lease or occupancy agreement within 15 days of delivery of a written demand to verify its terms. In the event an Owner or their Tenant fails to comply with the foregoing, such lease shall be null and void and no further force or effect and Owner shall be in violation of the Restrictions.

The Board of Directors of the Association may adopt reasonable rules and regulations to identify further occupancy arrangements for which the leasing regulations stated herein shall be applicable.

11) **10.2. Common Area**

- **Allow placement of accessory building (storage shed) in Lake/Gazebo common area**

Current Wording:

“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 dwellings or appurtenance structures shall be constructed within any portion of the Common Area.

New Proposed Wording:

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 allowance as specified in the conservation easement. **No residential dwellings shall be constructed on Tract J (Operations and Maintenance) or within any portion of the Common Area. Accessory structures can be considered for placement within the Common Area as long as placement of the accessory structures does not impact the view and use of Common Area by the residence of DCP. Specific placement of an accessory structure must be approved by the DCP Board of Directors.**”

12) **10.3. Living Area**

- **Retitle the heading of 10.3 from Living Area to Single Family Residence**
- **Add prohibition on short term rentals of any “living area”**
- **Amend the First Amendment to the DCRE to require 2250 as minimum square footage (this is the square footage requirement currently listed in the DCRE)**

Current Wording:

The following language is located in the 1st Amendment that was filed on February 25th, 2014.

“Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand seven hundred (1700) square feet of heated and air conditioned living area, with the right reserved

in an to the ARB (and with the concurrence and consent of the 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. “

New Proposed Wording:

10.3 Single Family Residence

“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 to grant up to EIGHT (8) EXCEPTIONS, by Variance, within the Property to those specific Lots where a 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. “

13) Create 10.3.1 Prohibiting Barndominiums, Modular Homes & Cargo Containers

10.3.1 Barndominiums, Modular Homes and Cargo Container Buildings

Barndominium style buildings (barn-like structure with full or partial living areas), modular homes or cargo container buildings of any kind are strictly prohibited.

14) Create 10.3.2 Outbuildings with aluminum siding are strictly prohibited.

Note from manager – Select only one of 15 OR 16.

15) Create 10.3.3 Outbuildings with exterior steel siding are strictly prohibited

16) Create 10.3.3 Allow steel outbuildings & structures with the following restrictions.

• Exterior steel siding detached buildings & structures with an engineered poured concrete foundation/footings are acceptable as long as the exterior steel siding (26-gauge steel) has the same appearance and color as the primary residence. The steel outbuilding windows and doors must also match the style and design of the primary residence. See ARB guidelines for complete specifications.

17) Create 10.3.5 Recreational Vehicles, Tents or other Living Structures

10.3.2 Recreational Vehicles, Tents or Other Living Structures

Except as noted in Section 10.4, and Section 10.5.6, no person shall be permitted to reside on any Lot within the community in a recreational vehicle, tent or other temporary living structure prior to the submission of a residential build application and subsequent approval by the Architectural Review Board (ARB). The placement of any RV, Tent or other living structure on the Lot, must be behind the proposed residential dwelling and away from any street frontage.

Once ARB approval has been granted, the occupancy of a Lot in a temporary living arrangement shall not exceed 365 consecutive days from the date of such approval, during which time the construction of a permanent single-family residence must be actively underway.

18) 10.4. Detached Buildings

- **Retitle the heading from Detached Buildings to Detached Buildings & Structures**

- **Create separate sections governing specific types of accessory buildings (i.e., detached garage, pumphouse, greenhouse, animal structure, pole barns, etc.)**
- **Remove references to “guest quarters” and interior building requirements**

Current Wording:

“A detached garage with guest quarters, including kitchen may be constructed on a Lot prior to, during or after 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 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 thereon, the guest quarters may be used for a temporary residence for a maximum of 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 converted to accommodate human occupancy.”

New Proposed Wording:

10.4 Detached Buildings and Structures

All below items are subject to additional requirements which are located within the ARB guidelines.

10.4.1 Accessory Buildings:

ARB approval is required before construction of any accessory building. All accessory buildings are for the exclusive use of the applicable Lot Owner, and such Owner’s family, guests or domestic help, and in no event shall any of these structures be leased to any party, nor may any of these buildings or parts thereof be separated in ownership from the Lot Owner by any means or method including partition. Any accessory buildings or structures designed for horses or other permitted animals shall not, under any circumstances be converted to accommodate human occupancy.

10.4.2 Detached Building or Garage:

A detached building or garage may be constructed on a Lot prior to or after construction of the main dwelling thereon. If constructed prior to the main dwelling, an approved ARB application is required for both the main dwelling and the detached garage prior to the start of construction. If the detached garage is constructed prior to the main dwelling, both structures must be completed within 365 days of the ARB approval.

10.4.3 Pumphouse or Shed:

Pumphouses and sheds are permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction.

10.4.4 Animal Structures:

Poultry coops & runs; dog kennels or horse barns are permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction. Additional requirements are outlined in 10.5.16. Horses.

10.4.5 Greenhouse:

A greenhouse is permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction.

10.4.6 Pole Barns & Lean-To Structures

Are permitted with ARB submission and approval. Pole Barns and Lean-To structures are permitted to be built prior to the building of a primary residence, however, an approved ARB submission for a primary residence must be obtained before the approved Pole Barn or Lean-To structure can be built.

19) 10.5.5. Measurement of Setbacks

- Add accessory structures to the setback requirement

Current Wording:

“All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot boundary.”

New Proposed Wording:

“All setbacks shall be measured from the exterior wall of the dwelling or accessory structure to the applicable Lot boundary.”

20) 10.5.11. Trees

- Increase the size of trees or shrubs that can be removed during land clearing or construction

Current Wording:

“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 written consent of the Developer. The Developer, at any time prior to the turnover of control of Deep Creek Plantation to the 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 the DCPOA, this provision shall be the right and responsibility of DCPOA.”

New Proposed Wording:

“Except for all invasive or exotic species, and pine trees other than Longleaf Pine species, no trees or shrub, with a trunk diameter greater than eight inches (8.0” d/Bh), measured four and one half feet (4.5’) above the ground, shall be cut down, destroyed or removed from any Lot UNLESS it is within the foundation footprint of the residence, driveway or a detached structure, without the prior written consent of the ARB. If a tree is damaged or diseased or could damage any personal property it can be removed without ARB approval. All trees and debris burned on a Lot must follow Nassau County fire safety guidelines.”

21) 10.5.12. Artificial Vegetation

- Retitle the heading from Artificial Vegetation to Landscaping
- Require a landscape plan to be submitted with the ARB build application

Current Wording:

“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.”

New Proposed Wording:

10.5.12 Landscaping

Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

Landscaping. A landscape plan including the sod/grass requirements must be submitted with the ARB residential build application.

Garden. A garden is permitted with an ARB application following the ARB guidelines.

Decorative Landscape Objects. Any decorative landscape object (including statues, windmills or other items exceeding 4' in height or longer than 4') or any other installed object visible from any street view and greater than 4' X 4' must be approved by the ARB.

Flag poles are allowed per Florida State Statutes.

Clothes lines are allowed on the property; however, they cannot be seen from the road frontage, from neighboring properties or common areas.

10.5.13. Signs

- Allow house number or street address signs

Current Wording:

“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.”

New Proposed Wording:

“Other than a “For Sale”, “For Rent”, **house number and/or street address sign**, 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. **The aforementioned signs must not exceed 4 (four) square feet.** Signs advertising commercial functions or uses on Lots are specifically prohibited.

22) **10.5.12. Lighting**

- **Prohibit lighting which impacts neighbor’s comfort and privacy**

Current Wording:

“No lighting shall be permitted on any Lot which alters the residential character of the Subdivision.”

New Proposed Wording:

“No lighting shall be permitted on any Lot which alters the residential character of the Subdivision. **Lighting emitted from your property must not be intrusive or cause disturbance to neighboring properties ensuring that it does not interfere with the comfort and privacy of others.** “

23) **10.5.16. Horses**

- **Base max horse limits on buildable Lot area vs. gross Lot area – the key focus on this is to limit the number horses as to what they land they can actually be on. There is a difference between buildable and gross lot as gross lots can contain wetlands and vegetation buffers that cannot be disturbed.**

Current Wording:

“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

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,
“

New Proposed Wording:

“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 ac gross buildable area 2

up to 5 ac gross buildable area 3

up to 7 ac gross buildable area 4

10 ac or greater gross buildable area 6

No more than 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.

Any structure designed to shelter or store horses or their equipment must be approved by the ARB prior to placing horses on the Lot.”

24) 10.5.19. Other Animals

- **Allow chickens, guinea hens and ducks in a coop**

Current Wording:

“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, Peacocks, Ostrich or Rhea) is prohibited. Birds kept as pets shall be caged and kept within the residential dwelling. There will be no indoor or outdoor keeping of any variety of snakes or reptiles, whether they are exotic pets or native species”.

New Proposed Wording:

“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 other domesticated Aves (including, but not limited to **Turkey**, 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. **Poultry (specifically, Chickens, Guinea Hens and Ducks) are permitted if raised for personal use. Breeding and all commercial uses are prohibited. Male chickens (Roosters) are prohibited. Poultry are not allowed to roam free and must be contained in a permeant coop and run. No more than 10 poultry are allowed on any Lot.**

Plans for a coop and run must be submitted and approved by the ARB before placing poultry on your Lot.