OFFICIAL RECORDS

Record and Return to: J.D. Collins, President
Stokes-Collins & Company, Inc.
9000 Cypress Green Drive
Jacksonville, FL 32256

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ADAMS WALK UNIT ONE

THIS DECLARATION, made this 12th day of November, 1990, by STOKES-COLLINS & COMPANY, INC., a Florida corporation, having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32256 (hereinafter called "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the Owner of certain real property more fully described as Adams Walk Unit One in Plat Book 46, pages 49 49-A, 49-B, 49-C, 49-D 49-E and 49-F inclusive, of the current public records of Duval County, Florida; and

WHEREAS, Developer is now or may become the owner of certain other real property adjacent or contiguous to the Property (hereinafter referred to as the "Future Development Property") and Developer desires to reserve the right to develop all or a portion of the Future Development Property in a manner consistent with this Declaration of Covenants, Conditions and Restrictions of Adams Walk Unit One (hereinafter referred to as the "Declaration") and to annex all or a portion of the Future Development Property to the terms of this Declaration and require that the owners of lots in such Future Development Property be members of the Association created herein; and

WHEREAS, Developer declares to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain "Common Areas" and "Maintenance Areas" (as such terms are hereinafter defined) and to this end, desires to subject the Property, together with such additions thereto as may hereafter be made, to the Declaration which is hereby declared to be for the benefit of the Property and each and every owner of any and all parts thereof, their respective heirs, successors and assigns and shall be deemed to run with title to the Property.

NOW, THEREFORE, Developer declares that the real Property described in the plat of Adams Walk Unit One, according to plat thereof, recorded in Plat Book 46, pages 49, 49-A, 49-B, 49-C, 49-D, 49-E and 49-F, inclusive, of the current public records of Duval County, Florida (referred to hereinafter as "Property") and such other properties as are or may be subsequently annexed to this Declaration as hereinafter set forth, are and shall be held transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, contained herein (sometimes hereinafter referred to as "Covenants and Restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, or any part thereof and shall be binding upon any owners thereof, their heirs, successors, assigns and mortgagees.

ARTICLE I. DEFINITIONS

1.1 Annexation. "Annexation" shall mean and refer to the addition of the Future Development Property or any portion thereof, at the option of Developer, to the Property and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by Developer recording an amendment to this Declaration in the current public records of Duval County, Florida, describing the property to be annexed and stating that such property is subject to all the terms, covenants, conditions and restrictions of this Declaration.

1.2 Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.3 Assessment. The term "Assessment" as used herein shall mean and refer to the share of Association Expenses assessed from time to time against a Lot and the Owner(s) thereof.

1.4 Assessment Period. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

1.5 Association. "Association" shall mean and refer to Adams Walk Unit One Homeowners Association, Inc., a corporation not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

1.6 Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the Owners thereof through annual or special Assessments.

1.7 Board of Directors. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.8 Common Area. "Common Area" shall mean and refer to that portion of the Property which is owned by the Association and which is intended for the common use and enjoyment of the Owners, including, but not limited to, some of the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps of Engineers, and some of the areas shown on the recorded plat as "Lakes" or "Easements" which connect the Lakes with other drainage facilities. The Common Area shall include only those areas conveyed by the Developer to the Association pursuant to the provisions of this Declaration. In addition, Developer shall have the right, but not the obligation, to construct recreation areas within certain Lots in Adams Walk Unit One or other common areas as the Developer may designate from time to time within the Future Development Property and to include those facilities in the Common Area.

1.9 Developed Lot. "Developed Lot" shall mean and refer to any Lot on which permanent improvements, including a single family dwelling, are located.

1.10 Developer. "Developer" shall mean and refer to Stokes-Collins & Company, Inc., a Florida corporation, its successors and assigns.

1.11 Future Development Property. "Future Development Property" shall mean and refer to that certain property adjacent or contiguous to the Property as Developer may determine from time to time.

1.12 Lot. "Lot" shall mean and refer to any of the Lots shown upon the recorded subdivision plat of the Property and the Future Development Property, if such property is annexed as herein set forth. Unless set forth to the contrary, the term "Lot" shall include both Developed Lots and Undeveloped Lots.

1.13 Maintenance Area. "Maintenance Area" shall mean and refer to those portions of the Property or improvements thereto which are not owned by the Association but are maintained by the Association from time to time, including without limitation, all of the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation and/or the U.S. Army Corps of Engineers and the surface waters of any areas designated as "Lakes" or "Easements" or "Maintenance Area" on the recorded plats, medians or rights-of-way abutting public streets, the entrance way(s) to the subdivision including landscaping, fencing and

signage, and decorative or border fencing or walls constructed by the Developer upon the boundaries of the Property.

1.14 Member. "Member" shall mean and refer to all Owners of Lots, who by virtue of such ownership become Members of the Association as provided in Section 2.1.

1.15 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property or the Future Development Property, if such property is developed and annexed as herein set forth, including contract sellers. The term "Owner" shall not mean or refer to any mortgagee, grantee or beneficiary under a mortgage, deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

1.16 Property. "Property" shall mean and refer to all the land described in the plat of Adams Walk Unit One, according to plat thereof recorded in Plat Book 46, pages 49, 49-A, 49-B, 49-C, 49-D 49-E and 49-F, inclusive and to the extent it is annexed, it shall also include the land contained within the Future Development Property.

1.17 Stormwater Management System. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

1.18 Undeveloped Lot. "Undeveloped Lot" shall mean and refer to any Lot which does not contain any permanent improvements.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Provided, however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Common Area but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions with the Articles, Bylaws and this Declaration and, unless specifically transferred, shall retain all voting rights.

2.2 Voting Rights. The Association shall have two classes of voting membership:

Class A - Class A Members shall be all Owners who have taken title to one or more Lots, excluding the Developer. A Class A Member shall be entitled to one vote for each Lot owned by such Member. When a Lot is owned by more than one person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners 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 Developer, which shall be initially entitled to a number of votes equal to the number of Lots in the Property, plus one. The total number of votes of the Class B Member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the plat of the Property and the Future Development

Property, plus one. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration. Class B Membership shall terminate upon the happening of one of the following events, whichever first occurs: (i) when Developer has conveyed one hundred percent (100%) of the Lots located on the Property and the Future Development Property, if annexed as herein provided, or (ii) at such earlier date as Developer, in its sole discretion, may determine.

2.3 Membership and Voting Procedure. The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for the Association and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

ARTICLE III. PROPERTY RIGHTS IN THE COMMON AREA AND MAINTENANCE AREAS

3.1 Members' Easement of Enjoyment. Subject to the provisions of Section 3.3 of this Article III, every Member shall have and is hereby granted a right and easement for ingress, egress and of enjoyment in and to the Common Area as shown on any plat of the Property or the Future Development Property and an easement for drainage over and into the Maintenance Areas. Such easements shall be appurtenant to and shall pass with the title to each Lot whether or not the same shall be referred to in any deed conveying title to any Lot.

3.2 Title. Developer shall convey to the Association the fee simple title to the Common Area, if any, by special warranty deed subject to covenants, easements, conditions and restrictions of record, at such time as the improvements thereon, if any, are complete, and if unimproved, at such time as it so determines, provided that the Common Area shall be conveyed no later than the termination of the Class B Membership. The title to the Maintenance Areas shall not be conveyed to the Association, but the obligation for maintenance and repair as set forth herein, shall be the Association's.

3.3 Extent of Members' Easements. The easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the Common Area. In the event of a default upon such mortgage, the lender's rights thereunder shall be limited by the rights of the Members as described therein; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

(c) The right of the Association to suspend the enjoyment of the Common Area by, and voting rights of, any Member for a period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area, to any public agency, authority or utility. Prior to the termination of the Class B Membership, such dedication or transfer may be effected by the Developer without further consent from the Owners or their mortgagees. Subsequent to the termination of the Class B Membership, no such dedication or transfer shall be effective until agreed to by a vote of two-thirds (2/3) of the votes of the Owners of all Lots and unless an instrument has been recorded, signed and sworn to by the

Secretary of the Association stating that such a vote was duly held and that two-thirds (2/3) of the votes representing all Lots favored such dedication or transfer. Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be deemed to be a dedication or transfer of the Common Area requiring approval as provided herein but may be granted by the Association without further consent of the Owners or their mortgagees; and

(f) The right of tenants of Members to use the facilities on the Common Area; and

(g) The right of the Developer and/or the Association to make certain rules and regulations concerning the use of the Common or Maintenance Areas.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Property hereby covenants, and each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessment or charges, and (2) special 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 Lot and shall constitute a lien upon the Lot against which each such Assessment is made, which lien shall attach upon the recording in the public records of Duval County, Florida, a claim of lien, specifying the amount of the lien then due, together with reasonable attorney's fees, costs and interest thereon, which claim of lien shall be signed by an officer of the Association. 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 Lot at the time when the Assessment fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 4.9.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or rights of the Association as set forth in this Declaration, Articles and Bylaws and for the improvements and maintenance of the Common and Maintenance Areas including payment of taxes, if any, thereupon and the cost of insurance as may be deemed necessary or prudent by the Board of Directors.

4.3 There shall be two classes of Assessment:

Class A "Developed Lots": The initial Assessment for Developed Lots shall be an amount not to exceed the maximum annual assessment, as the same can be modified as set forth in Section 4.4 below.

Class B "Undeveloped Lots": The initial annual Assessment for Undeveloped Lots shall be $-0-.

4.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment for Class A shall be $150.00 per Lot, which will include the cost and expenses of performance of all the duties and obligations of the Association set forth herein, provided, however, in the event that the Developer elects, in its sole discretion, to construct a recreational facility upon the Common Area, the Assessment may be increased above the maximum annual assessment to include the cost of maintenance of the improved Common Area; which increased Assessment amount shall become the new maximum annual assessment for that year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association not more than ten percent (10%) above the Maximum Annual Assessment for the previous year without a vote of the Membership, provided, however, if recreational facilities are added, at Developer's option, the Assessment may be increased by not more than ten percent (10%) of the Maximum Annual Assessment for the previous year by the Developer without the consent of any Lot Owner or his or her mortgagee in an amount sufficient to pay the cost of maintenance and repair of said recreational facilities.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased by the Developer by more than ten percent (10%) above the Maximum Annual Assessment for the previous year in the event the Developer has added recreational facilities, by an amount sufficient to pay the cost of maintenance and repair of such recreational facility or, for other purpose, by a vote of two-thirds (2/3) of Members of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment for Developed Lots at an amount not in excess of the Maximum Annual Assessment (as the same may be modified upon the addition of recreational facilities as described above). The Undeveloped Lot assessments and the applicable increases thereof as provided above, shall be established in the proportions as set forth in Section 4.3.

4.5 Special Assessment. Special Assessments shall be levied and paid in the same manner as heretofore provided for regular Assessments. Special Assessments can be of two kinds: (a) those chargeable to all Members in the same proportions as regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by a majority of all votes of the classes of Members; or (b) those assessed against one Owner alone to cover repairs or maintenance for which such Owner is responsible and which he has failed to make, which Special Assessment may be approved by the Board.

4.6 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to all Lots on the first day following the conveyance of the first Developed Lot to an Owner. The annual Assessment as a Developed Lot 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; provided, however, failure to send such notice shall not affect the liability or lien for the Assessment. Unless determined to the contrary by the Board of Directors, the annual Assessment shall be due and payable on the first day of March of each year.

4.7 Association Certificate of Payments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the

Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

4.9 Subordination of the Lien of Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V. COVENANTS AND RESTRICTIONS

5.1 Approval of Improvement. Except as originally constructed by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color including paint color, and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality and workmanship of materials, conformity and harmony of external design and location in relation to surrounding structures and topography and finished grade elevations, by the Developer, or by an architectural committee composed of one (1) or more representatives appointed by the Developer or a representative designated by a majority of the members of said committee. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.1 shall be satisfied. The right of approval set forth herein shall pass to the Board of Directors of the Association upon termination of the Class B Membership as provided in Article II of this Declaration.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association or any Architectural Review Committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, members of the architectural review committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party.

5.2 Use Restrictions. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than: (A) (i) one single family dwelling, not to exceed two and one-half stories in height; (ii) one private garage to accommodate up to two (2) cars or three (3) cars with approval of Developer; and (iii) one-story building for storage located to the rear of the back building line of the dwelling, and having not more than one hundred fifty (150) square feet of floor space, to be located in fenced area; or (B) recreational facilities in the event the Developer elects, in its sole discretion, to construct such recreational facilities upon one or more Lots, and in which event

the restrictions contained in this Article V shall not apply. In addition, nothing herein contained shall be construed to prevent Developer to use any Lot for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply.

5.3 Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by Section 5.1. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six (6) inch board, shadow box design, or board-on-board design, except that in homes with a garden bath, there may be a privacy fence constructed of six (6) inch board on board for visual obscurity which may be up to eight (8) feet in height.

As to Lots which include lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of bank" as designated on the recorded plat of the Property. No fence shall exceed four (4) feet in height along said "top of bank" boundary.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by Section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing which has been or may be created in the future by the Developer or its successor and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

5.4 Set Back Lines. No structure of any kind shall be located on any Lot nearer than (i) twenty feet (20') to the front lot line, (ii) ten feet (10') to any side street line, or (iii) ten feet (10') to the rear lot line, (iv) seven and one-half feet (7.5') to any side lot line. An out building for storage may be located not closer than seven and one-half feet (7.5') to any side lot line.

In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one dwelling is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above shall apply only to the extreme sidelines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat.

5.5 Lot Size. No dwelling shall be erected or placed on any Lot having a width of less than eighty (80) feet at the front building set back line except cul-de-sac Lots in the turning radius shall have a minimum width of thirty-five (35) feet at the front Lot line, nor shall any dwelling be erected or placed on any Lot having an area of less than eight thousand (8,000) square feet; provided, however, that each Lot shown on the existing subdivision plat shall be deemed to comply with this Section 5.5. The use of two or more fractional Lots shall be permitted if the square foot area and width comply with this provision.

5.6 Minimum Square Footage. No residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living are thereof, exclusive of garages, porches

and storage room, shall be equal to or exceed fifteen hundred (1,500) square feet and shall have a minimum two-car garage.

5.7 Landscaping. The mass indiscriminate cutting down of trees is extremely prohibited without the written consent of the Developer or the architectural committee described in Section 5.1 herein except in those areas where building and other improvements shall be located; i.e., homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each Owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner Lots. In addition, if the Lot Owner fails to maintain his or her lawn and landscaping, the Developer (for so long as there is a Class B Membership and thereafter the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the sole expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer or the Association upon demand.

5.8 Developer's Right to Resubdivide. The Developer may resubdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected upon or allowed to occupy any Lot within such replatted or resubdivided land which has an area less than eight thousand (8,000) square feet. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each Lot as replatted or resubdivided. In addition, the Developer may resubdivide one or more Lot to provide for roadway purposes and easements.

5.9 Prohibited Activities. No trade, business, noxious or offensive activity, in the sole opinion of the Developer (until the termination of the Class B Membership and thereafter the Association), shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, except that the Developer and/or a builder buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house can thereafter be sold with the enclosed garage and shall not be deemed to be in violation of this Section 5.9. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with Developer's prior approval, nor shall any structure of a temporary character be used as a residence.

5.10 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. In any event, there shall not be more than a total of four (4) animals or pets of any type kept on any one Lot.

5.11 Clotheslines. No clothes or laundry shall be hung or clotheslines erected in front yards or carports, or side yards of

corner Lots adjacent to a street. All clotheslines shall be screened from street view.

5.12 Parking of Wheeled Vehicles, Boats, Etc. No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any type, or any other wheeled vehicles or offensive objects of any kind, including, without limitation, vehicles in disrepair, may be kept or parked between the paved road and the residential structures or within the front or side yard or within the right-of-way without approval of Developer, until the termination of the Class B Membership, and thereafter by the Association. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways within the Property. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of Owners may be parked in such driveways and other vehicles or trucks may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobile homes may be maintained or kept on any Lot.

5.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the Developer. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such signs, or other entrance features.

5.14 Aerials, Antennas and Satellite Receptor Dishes. No radio or television aerial, antenna or satellite receptor dish nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot.

5.15 Intersection Sight Lines. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

5.16 Encroachments. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the covenants and restrictions contained in this Declaration, Developer shall have the right any time to waive such violation; provided, however, that the Developer shall waive only those violations which the Developer, in its sole discretion, determines to be minor.

5.17 Utility Easements. A perpetual, nonexclusive alienable and releasable easement is hereby reserved to the Developer, Beauclerc Utilities Co., and their successors and assigns, over, under and above a seven and one-half (7 1/2) foot strip at the rear of each Lot and over, under and above a five (5) foot strip at the side lot lines described herein and also over, under and above those easements shown on the recorded plat of the Property for the

construction, installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developer, Beauclerc Utilities Co., and their successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developer, Beauclerc Utilities Co., and their successors and assigns, shall not pass from Developer, Beauclerc Utilities Co., and their successors and assigns, by deed conveying any of said Lots but shall exist and continue in Developer, Beauclerc Utilities Co., and their successors and assigns, only or in those persons or corporations to whom Developer, Beauclerc Utilities Co., and their successors and assigns, shall have expressly conveyed said easements and rights. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance.

5.18 Water and Sewer Rights, Well Limitation. The Beauclerc Utilities Co., or its successors, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots or tracts to provide water for personal or housekeeping use within the structures to be built upon the Lot(s), and no potable water shall be used within said structures except potable water which is obtained from the Beauclerc Utilities Co. or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer, Beauclerc Utilities Co., their successors and assigns, and the local Health Department. All sewage from any buildings on any of said Lots must be disposed of through the sewerage lines and disposal plant owned by Beauclerc Utilities Co. or its successors or assigns. The Beauclerc Utilities Co. is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Property as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to the Beauclerc Utilities Co. all easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as Beauclerc Utilities Co., or its successors or assigns, shall permanently cease to provide water to or take and dispose of sewage from said Lots.

5.19 Drilling and Excavation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

5.20 Window Air Conditioning. No window air conditioning unit shall be installed on any side of a building on a Lot.

5.21 Temporary Structures. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out building, shall be used on any Lot at any time as a residence either temporarily or permanently. Nothing contained in this Declaration shall prevent the Developer or any person designated by the Developer from erecting or maintaining dwellings, model houses, or other temporary structures as the Developer may deem advisable for the development, construction, storage and sales or rental purposes.

5.22 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, except that during the course of construction upon lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

5.23 Sewage Disposal. Each owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

5.24 Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other 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 stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall and does hereby agree to accept assignment of any and all permits related to the stormwater management system and shall be bound to abide by all of the conditions imposed in such permit(s).

5.25 Common and Maintenance Areas. The Association shall maintain all of the Common and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements. If the Association fails to maintain the Common and Maintenance Areas in accordance with the foregoing, the Developer shall have the right, but no obligation, to enter upon any such Common or Maintenance Area to perform such maintenance or work which may be reasonably required, all at the expense of the Association, which expense shall be payable by the Association to the Developer on demand.

ARTICLE VI. LAKES

6.1 Use of Lakes. Certain Lots are hereby made subject to a non-exclusive drainage and stormwater management easement over and across all lake areas within any such Lot ("Lakes"). With respect to the Lakes now existing, or which may be hereafter created within the Property, no Owner shall:

(a) pump or otherwise remove any water from such Lakes for the purpose of irrigation or other use;

(b) place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Lakes or in any other portion of the land owned by Developer lying adjacent to or near the Property;

(c) construct, place or maintain therein or thereon any docks, piers, bulkhead or other similar facilities, without the prior approval of the Developer or so long as there is a Class B Membership and thereafter subject to the prior approval of the Association;

(d) fish with the use of nets or with any other trap or spear;

(e) operate or maintain thereon any gas or diesel driven vehicles; provided, however, boats used for the maintenance of the Lakes shall be permitted.

6.2 Maintenance of Lakes.

(a) Developer, for so long as there is a Class B Membership, shall have the sole and absolute right, but no obligation, to control the surface water level of such Lakes.

(b) The Association shall be responsible for the maintenance of the Lakes including, without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Lakes.

(c) The Lot Owner shall be required to maintain such grass, plantings or other lateral support to prevent erosion of the embankment adjacent to the Lakes above the water line of the Lakes and the height, grade and contour of the embankment shall not be changed without the prior consent of the Developer, for so long as there is a Class B Membership, provided, however, that no plants may be allowed to extend into or grow into the Lakes. If the Lot Owner fails to maintain said embankment in accordance with the foregoing, the Developer (for so long as there is a Class B Membership and thereafter, the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer or Association, on demand.

6.3 Assignment of Maintenance Obligations. This Declaration cannot be terminated to extinguish the Association's obligation to maintain the Lakes unless adequate provision for transferring this obligation to the then Owners of the Lots subject to the easement on a pro rata basis is made and said transfer of obligation is permitted under the then existing requirements of the St. Johns River Water Management District or its successors and the City of Jacksonville or any other governmental body that may have authority over such transfer of obligation.

6.4 Indemnification. In connection with the platting of the Property, the Developer assumed certain obligations in connection with the maintenance of the water in the Lakes. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the Lakes by the Developer under the plat. The Association further agrees that subsequent to the termination of the Class B Membership it shall indemnify and hold Developer harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence in, upon, at or from the maintenance of the Lakes, occasioned wholly or in part by any act or omission of the Association or its agent, contractors, employees, servants or licensees, but not including any such

liability occasioned wholly or in part by acts of Developer, its successors, assigns, agents or invitee.

ARTICLE VII. MISCELLANEOUS

7.1 Assignment of Developer's Rights. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in this Declaration. Upon the termination of the Class B Member, the rights of the Developer hereunder shall vest automatically in the Association which shall assume all obligations thereof.

7.2 Amendments. The Developer, for so long as it is a Class B Member, reserves and shall have the right:

(a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) to amend this Declaration for the purpose of curing any scrivener's error, and any ambiguity in or any inconsistency between the provisions contained herein;

(c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants and restrictions herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veteran's Administration, Federal National Mortgage Association, their successors and assigns, or such similar institutions or associations, without further consent of any of the Owners and all Owners acknowledge that such amendments shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

7.3 Amendment by Owners. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, conditions, restrictions, easements, and charges of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by Owners of not less than two-thirds of the Lots shown on the recorded plat of the Lots, except that no amendment or change shall be allowed by others, without the consent of the Developer, as long as the Developer owns at least one Lot in the development.

7.4 Approval of Developer. Wherever in this Declaration the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. Such request shall be sent to Developer by Certified Mail with return receipt requested. In the event that the Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

7.5 Amendment of Stormwater Management System. Any amendment to the Covenants and Restrictions which alter the 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.

7.6 Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

7.7 Duration. These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the end of the thirty (30) year period from the date this Declaration is recorded, or within six (6) months prior to the end of any such ten (10) year period, as the case may be, a written instrument executed by the then Owners of a majority of the Lots shown on the plat of the Property terminating this Declaration shall be placed on record in the office of the appropriate agency of Duval County, Florida. Upon termination, the requirements of Section 6.3 must be complied with. If required under Florida law, the Developer or the Association shall have the right to cause these covenants and restrictions to be re-recorded at such intervals as necessary to continue their enforceability.

7.8 Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restrictions contained herein, it shall be lawful for the Developer, Association, or any Owner of any Lot: (a) to prosecute proceedings for the recovery of damages against those violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violation or attempted violation. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, Association, Owner or their respective successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. 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 this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

7.9 Annexation. Additional land located within the boundaries of the Future Development Property may be annexed by the Developer without the consent of Members within fifteen (15) years of the date of this instrument. Developer shall record an amendment to the declaration subjecting the land described thereon to the covenants and restrictions contained herein. Developer may include in such amendment to declaration additional covenants and restrictions provided such covenants and restrictions are not inconsistent herewith.

7.10 Interpretation. In all cases the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect

the intent of the general plan of development of the Property. The provisions hereof shall be liberally interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

7.11 Captions. The captions of the paragraphs hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

7.12 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

7.13 Provisions Severable. The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

7.14 Attorney's Fees. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including, without limitation, attorney's fees at trial or on appeal.

IN WITNESS WHEREOF, the Developer, has caused this instrument to be executed and set its seal all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Bruce J. Hulland

Diane Dotz Arnold

STOKES-COLLINS & COMPANY, INC.
a Florida corporation

By: _____
J. Daniel Collins, President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing was acknowledged before me this 14th day of November, 1990, by J. Daniel Collins, the President of Stokes-Collins & Company, Inc., a Florida corporation, on behalf of the corporation.

Bruce J. Hulland
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires April 15, 1993
Bonded Thru Troy Fain-Insurance Inc.

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FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

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RECORD VERIFIED

CLERK OF CIRCUIT COURT

Prepared by: Dale G. Westling, Sr. PA
Return to: 331 E. Union St.
Jacksonville, FL 32202

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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND $ 1.00
RECORDING $ 5.00
6998

Book 10004 Page 2423

AMENDMENT TO COVENANTS AND RESTRICTIONS OF ADAMS WALK UNIT ONE

This amendment relates to those covenants and restrictions recorded in O.R. Volume [illegible], Pages 2041, of the current public records of Duval County, Florida.

WHEREAS, a meeting of the members of Adams Walk Unit One after being duly noticed; and, whereas the members present discussed and voted upon the Amendment to Covenants and Restrictions referenced herein, it is now declared that the Covenants, Conditions and Restrictions of Adams Walk Unit One (most specifically section 5.3) are amended to read as follows:

"5.3 FENCES. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by Section 5.1. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six (6) inch board, shadow box design, or board-on-board design, or wrought iron, aluminum or steel ornamental style fence, except that in homes with a garden bath, there may be a privacy fence constructed of six (6) inch board-on-board for visual obscurity which may be up to eight (8) feet in height. Chain link fences are prohibited.

As to Lots which include lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of the bank" as designated on the recorded plat of the property. No fence shall exceed four (4) feet in height along said "top of bank" boundary.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing which has been or may be created in the future by the Developer or its successor and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants."

Sharon Albert
Shaton Albert

By: _____
The President of Adams Walk Unit One

Sworn to and subscribed before me this 18th day of MAY, 2001 by Charles Jan who is personally known to me or who produced _____ as identification.

Noreen M Cantrell
Signature of Notary Public, State of Florida

NOREEN M CANTRELL
Print, type or stamped name of Notary

NOREEN M. CANTRELL
Commission Expires
July 14, 2002

Prepared by: Dale G. Westling, Sr., Esq.
Return to: 331 E. Union Street
Jacksonville, FL 32202

Book 9650 Page 1399

AMENDEMENT TO DECLARATION OF CONVENANTS AND RESTRICTIONS FOR ADAMSWALK SUBDIVISION

This amendment is made relative to Declaration of Covenants, Conditions and Restrictions, that are recorded on OR Volume 6998, Page 2041, et al., of the current public records of Duval County, Florida.

Paragraph 5.14 of Article V of the Covenants and Restrictions referenced above, is hereby amended to read as follows:

> No radio or television aerial or antenna, nor other exterior electronic or electrical equipment or devises of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot.
>
> However, satellite receptor dishes may be installed on Lots if said dishes are placed in a side or rear yard and fenced or otherwise screened from view so that said dish is not visible from outside of the Lot, including front and side streets, roads, common areas, neighboring Lots or vacant land. Said satellite receptor dishes cannot exceed 39 inches in diameter and cannot exceed a height, including any poles or additional installation structures, of 5 feet.

This amendment is hereby declared to be in effect contemporaneous with the recording of this document by Dale O'Bar, President of the Association known as Adamswalk Homeowner's Association, Inc., which has the power and authority, by proper procedure, to amend the Convenants and Restrictions heretofore referenced.

This amendment has been voted upon and approved in the manner described by the Articles of Incorporation of Adamswalk Homeowner's Association, Inc.

Adamswalk Homeowner's Association
By: Dale H. O'Bar
Dale O'Bar, President

Witness Dale G Westling Sr.

Witness Cheryl Coy

Before me this day personally appeared:
this 2nd day June, 2000.

Maureen L Evans
(Notary)

Maureen L. Evans
MY COMMISSION EXPIRES
May 18, 2003
#CC837763
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Personally Known ✓
Produced I.D. _____

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DUVAL COUNTY
TRUST FUND $ 1.00
RECORDING $ 5.00

Doc # 2023124275, OR BK 20716 Page 1012, Number Pages: 6,
Recorded 06/20/2023 12:03 PM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING $52.50

Prepared by:
Charles W. Brown Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Blvd.
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ADAMS WALK UNIT ONE

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for Adams Walk Unit One is made effective by Adams Walk Unit One Homeowners Association, Inc., a Florida corporation not for profit, ("Association").

WITNESSETH

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Adams Walk Unit One dated the November 12, 1990, is recorded at Official Records Book 6998, Page 2041, et seq., of the current public records of Duval County, Florida, together with its amendments thereto, is hereinafter referred to as the "Declaration";

WHEREAS, it is the desire of the Association amend certain portions of the Declaration regarding the use of Lots within the community;

WHEREAS, pursuant to Section 7.3 of the Declaration, the Declaration may be amended by the Association with the affirmative vote of a 2/3 of the Owners of the Association; and

WHEREAS, the Association obtained the affirmative vote of at least 2/3 of the Owners at a meeting of the membership which obtained quorum and conducted for that purpose held on June 13, 2023.

NOW THEREFORE, Adams Walk Unit One Homeowners Association, Inc. hereby amends the Declaration as follows:

ARTICLE I. DEFINITIONS

1.19 Rules and Regulations. The Board of Directors may establish Rules and Regulations from time to time, identifying objective elements, such as specific lawn or house maintenance requirements, and subjective elements, such as matters subject to the Board's discretion, to assist the implementation and interpretation of the restrictions found in the Declaration.

1.20 Recreational Vehicles. A Recreational Vehicle, often abbreviated as "RV", is a motor vehicle or trailer that includes living quarters designed for accommodation. RVs can either be trailers (which are towed behind motor vehicles) or self-propelled vehicles. Types of RVs include but are not limited to: motorhomes, campervans, coaches, caravans (also known as travel trailers and camper trailers), fifth-wheel trailers, conversion vans, popup campers, and truck campers.

ARTICLE V. COVENANTS AND RESTRICTIONS

5.1.1 Architectural Review Committee The Board of Directors may appoint members to the Architectural Review Committee. If the Board of Directors does not appoint any member to the Architectural Review Committee, the Board of Directors shall serve as the Architectural Review Committee. If the Board of Directors does appoint members to the Architectural Review Committee, the committee shall consist of at least three (3), but not more than seven (7), members. Members of the Architectural Review Committee shall be appointed and may be removed and replaced at the discretion of the Board of Directors.

The Board of Directors may retain the services of Architects, Engineers or other appropriately licensed professionals to assist in the architectural review process as may be necessary and reasonable from time to time. Any costs incurred in retaining the service of said professional(s) shall be a cost to be paid by the owner at the time of application for architectural review and secured as a lien against the Owner's Lot and collected in the manner of an assessment until paid in full.

The Board of Directors, or the Architectural Review Committee if established, have discretion to approve or disapprove requested changes to a Lot or to enforce or not enforce technical violations of the Declarations of Covenants, Conditions and Restrictions, based upon aesthetic or other considerations consistent with the established guidelines or the particular circumstances of a Lot's design. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances due to the design or particular characteristics of a Lot. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

5.1.2 Enforcement Any construction, alteration or other work done in violation of this Article is subject to enforcement action. Upon written request from the Association, an Owner shall, at his/her own cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the Association or their designees shall have the right to enter the property, remove the violation and restore the property. All costs, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by law), and costs and any reasonable attorney fees incurred pre-trial, at trial, or on appeal, may be assessed against the benefited Lot and collected and enforced in the manner of a special assessment.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, the Association may, after notifying the Owner and allowing an opportunity to be heard in accordance with the By-Laws, may hold the Owner in violation of this Article.

Any act of any contractor, subcontractor, agent, employee or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Community, subject to the notice and hearing procedures contained in the By-Laws.

The Association and their respective officers and directors shall not be held liable to any Person for exercising the rights granted by this Article. The Association shall be primarily responsible for enforcing this Article. In addition to the foregoing, the Association shall have the authority and standing to pursue all

legal and equitable remedies available to enforce the provisions of this Article and the Association shall be entitled to recover all costs including, without limitation, costs and reasonable attorneys' fees incurred pre-trial, at trial, or on appeal.

5.3 Fences. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line, nor shall any fence be erected on the remainder of the Lot which exceeds six (6) feet in height without the approval as required by Section 5.1. All fences constructed on the Lots shall be no higher than six (6) feet in height and shall be six (6) inch board, shadow box design, or board-on-board design, or wrought iron, aluminum or steel ornamental style fence, or other material as approved by the Architectural Review Committee, except that in homes with a garden bath, there may be a privacy fence constructed of six (6) inch board-on-board for visual obscurity which may be up to eight (8) feet in height. Chain link fences are prohibited.

As to Lots which include lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of the bank" as designated on the recorded plat of the property and must be open picket and of spindle design so as not to unreasonable obstruct the view of said pond or lake from neighboring property. No fence shall exceed four (4) feet in height along said "top of bank" boundary.

Notwithstanding the foregoing, prior to construction of any fence on any Lot, approval as required by section 5.1 shall be obtained. This restriction does not apply to any perimeter fencing which has been or may be created in the future by the Developer or its successor and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

Each Lot Owner shall maintain, repair, and replace any fence or wall upon his or her Lot, including any perimeter fencing, which shall include regular washing, painting, staining and performing carpentry work upon said fence or wall, therefore maintaining a workmanlike and satisfactory appearance.

5.10 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than a total of three (3) animals or pets of any type kept on any one Lot.

All animals shall be kept on a leash and under control whenever outside of a Lot. Any animal which poses a danger to the community or constitutes a nuisance to residents in the community shall not be kept on a Lot, and the Board may require the removal of the animal upon demand at the Owner's expense. No pets shall be kept, bred or maintained for any commercial purpose. Animal owners are responsible for immediate cleanup of pet waste. Pet Owners shall comply with all applicable local, state and federal laws, rules and regulations regarding animals and pets.

5.12 Parking of Wheeled Vehicles, Boats, Etc. As used in this Section, the term "Vehicles" includes without limitation, automobiles, trucks, boats, trailers, mopeds, motorized scooters, motorcycles, campers, vans and recreational vehicles. No recreational vehicles, semi-trailers, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any type, or any other wheeled vehicles or offensive objects of any kind, including, without limitation, vehicles in disrepair, may be kept or parked within the Property, except as expressly stated herein. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways

within the Property. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of owners may be parked In such driveways and other vehicles or trucks may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobile homes may be maintained or kept on any Lot.

Notwithstanding the foregoing, an Owner may park a boat on the driveway of their Lot for the purposes of cleaning, loading, or unloading, for a twenty-four (24) hour period once a week calculated from noon on the first day the vehicle or boat is parked within the Property through noon the following day. Boats and certain types of utility trailers may also be kept if placed completely inside a garaged attached to the main residence, or, with prior written approval of the Board of Directors, be placed within the side or rear yard of the residence behind a fence.

Vehicles of companies or non-resident professionals servicing the residence may only be parked for during the times necessary for pickup, delivery, and solely for the purpose of said service.

Street parking of passenger vehicles weighing less than one ton is permitted so long as it does not block ingress or egress to driveways on other Lots.

5.13 Signs and Displays. No sign, flag, projection, or banner of any kind shall be displayed to the public view on any Lot except as provided herein:

1. **For Sale and For Rent/Lease Signs** are permitted so long as they refer only to the particular Lot on which displayed and should be of materials, size, height and design approved by the Association. Such sign may not be displayed in a window.
2. **School Spirit Signage** is allowed on a temporary basis, if it is for a team spirit (sports team) or team sign (i.e. band, theater) as long as it is a commercially made sign. The sign is allowed to be displayed for a maximum of two (2) weeks. Only one sign is permitted.
3. **Event of Celebration Signage** such as Welcome Home, birthday or birth announcement signs are allowed on a temporary basis not to exceed two (2) weeks.
4. **Political Signage** is allowed on a temporary basis. A "Political Sign" is described as one that refers to a political figure or measure for an upcoming election. The sign must either support or oppose a candidate for a public office or it supports or opposes a ballot measure. No other signage will be considered to be a Political Sign. No more than one political sign may be displayed on any Lot. A Political Sign is only permitted during the period commencing sixty (60) days before a primary election and ending fifteen (15) days after the general election, except for a sign for a candidate in a primary election who does not advance to the general election, the period ends fifteen (15) days after the primary election.
5. **Business Signage** is prohibited anywhere in the Property, including any Lot or Common Area, except no more than two (2) small security signs are allowed to assist with notifying other of such alarm or cameras unless such Lot is a corner Lot in which case a maximum of four (4) signs will be allowed. Alarm or camera signs should not exceed 12" x 18".
6. **Flags and Banners** may not be displayed except for those flags permitted to be displayed pursuant to Chapter 720, Florida Statutes, as it may be amended from time to time, which includes the display of the United States Flag in a respectful manner and military service flags upon the conditions stated in said statute.

Any sign permitted herein may not exceed 18" x 24". Easements and Common Areas are not permitted locations unless for an Association related event which has been pre-approved by the Board of Directors. Signs cannot be placed in a location that is hazardous to the public safety or obstructs clear vision in the area. No homemade sign may be erected at any time.

5.26 Maintenance of Lots. Each Owner must maintain their Lot, including all structures, landscaping and other improvements comprising the Lot, in a manner consistent with good maintenance practices and the governing documents, including any applicable Rules and Regulations adopted by the Association. Maintenance of any Lot includes all exterior surfaces and roofs, fascia and soffits of the structures (including the main residence) and other improvements located on the Lot, including driveway and sidewalk surfaces and the portion of the right-of-way lying between the extensions of the side of the Lot or Parcel lines and the paving of the road as well as any portion of land lying between the Owner's Lot or Parcel line and edge of water in any lake, in neat, algae and mold free, orderly, and attractive manner. The aforesaid maintenance shall include maintaining screens and screen enclosures, windows and doors and including the wood and hardware of sliding glass doors.

No weeds or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or remain on any Lot. All owners/residents shall regularly perform maintenance procedures upon their Lot, including, but not limited to, mowing, edging, trimming, pruning, fertilizing, and applying herbicides, insecticides, and fungicides, to promote a neat and healthy appearance of all landscaping located on the Lot.

For any Lot contiguous to a pond, lake, wetland or other water body, the Owner's maintenance obligations shall extend to the waterline of such water body.

Driveways and sidewalks should be maintained mold and algae free, and free of loose debris and of any cracks, and uneven or broken concrete. If any uneven or broken concrete or large cracks should deem the sidewalk unsafe for public use, each Owner should contact the City of Jacksonville and start a work order for proper repairs.

The minimum standard for the foregoing shall be consistency with the general well-kept appearance of the Lot as initially constructed and otherwise improved, considering, however, normal weathering and fading of exterior finishes, but nor to the point of unsightliness. The Owner shall clean, repaint or re-stain, as appropriate, the exterior portions of each improvement on the Lot with the same colors as initially used on the improvement, or with such new colors as may be approved by the Association.

5.27 Leasing Restrictions. No Lot shall be leased for a term less than six (6) months, and no more than three (3) times in a twelve (12) month period without express prior written approval by the Board of Directors. Lots must be leased only in their entirety, no per-room renting is allowed. Transient occupancy of a Lot is strictly prohibited, which includes, but not limited to, occupancy through AirBNB, VRBO, and similar temporary occupancy arrangements.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

(Witness Print name Charles W. Brown)

(Witness Print name Cheri Hoch)

ADAMS WALK UNIT ONE HOMEOWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation

By: Donato Santoro
Its: President

Attest By:

By: Fred Christmann
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 15 day of June, 2023, by Donato Santoro, as President for the Adams Walk Unit One Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided (x) FL Drivers License as identification, and who did take an oath.

CHARLES W. BROWN, JR.
Commission # GG 959410
Expires June 13, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

(Print Name Charles W. Brown)
NOTARY PUBLIC, State of Florida
At Large.
Commission No.
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization, this 15 day of June, 2023, by Fred Christmann, as Secretary for Adams Walk Unit One Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who ( ) is personally known to me or provided (✓) FL Drivers License as identification, and who did take an oath.

CHARLES W. BROWN, JR.
Commission # GG 959410
Expires June 13, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

(Print Name Charles W. Brown)
NOTARY PUBLIC, State of Florida
At Large.
Commission No.
My Commission Expires: