

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR VILLAGES OF PABLO

THIS DECLARATION, made the 19th day of March, 1985, by STOKES AND COMPANY, a Florida corporation, having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32245-9417, hereinafter called "Developer" WITNESSETH:

WHEREAS, Developer is the Owner of certain real property described in Exhibit "A" attached hereto, and Developer desires to create thereon a development community known Villages of Pablo; and

WHEREAS, Developer is the owner of certain real property described in Exhibit "B", and as to such property Developer desires to reserve the right to develop all or a portion of such property in a manner consistent with this Declaration and to subject all or a portion of such 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 desires to provide for the preservation of the values and amenities in this community and for the care and maintenance of the common areas and to this end, desires to subject the real property described in Exhibit "A" attached hereto, together with such additions thereto as may hereafter be made, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS, Developer desires to reserve the right to subject all or a portion of the property described in Exhibit "B" attached hereto to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof.

NOW, THEREFORE, Developer declares that the real property described on Exhibit "A", and such other properties as are or may be subsequently encompassed by this Declaration as hereinafter set forth, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, 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, shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the Property.

ARTICLE I. DEFINITIONS

Section 1. Association. "Association" shall mean and refer to Villages of Pablo Homeowner's Association, Inc., a corporation Not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. 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 and the Future Development Property if such property is developed and annexed as herein set forth, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to any mortgagee or grantee or beneficiary under a 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.

Section 3. Property. "Property" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto, containing one hundred twenty-eight (128) Lots and additional lands as shown on the Plat of the Property, which Plat is being recorded simultaneously herewith.

Section 4. Future Development Property. "Future Development Property" shall mean and refer to that certain real property more particularly described in Exhibit "B" attached hereto and any other property adjacent to the property described in Exhibit "A" or Exhibit "B".

Section 5. Annexation. "Annexation" shall mean and refer to the addition of "Future Development Property", at the option of Developer, to the development community created herein and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by recording by Developer of an amendment to this Declaration in

the public records of Duval County, Florida, describing the property to be annexed along with a plat of such property.

Section 6. Common Area. "Common Area" shall mean and refer to such Property, intended for the common use and enjoyment of the owners, as may be conveyed by Developer to the Association pursuant to the provisions of this Declaration. Such Common Area Property shall be included within the Property described in Exhibit "C" attached hereto.

Section 7. Lot. "Lot" shall mean and refer to any of the plat of land shown upon the recorded subdivision plat of the Property and the Future Development Property if such property is developed and annexed as herein set forth, with the exception of the Common Area and dedicated roads.

Section 8. Developed Lot. "Developed Lot" shall mean and refer to any Lot on which permanent improvements, including a single family dwelling, are located.

Section 9. Undeveloped Lot. "Undeveloped Lot" shall mean and refer to any lot which does not contain any permanent improvements.

Section 10. Developer. "Developer" shall mean and refer to Stokes and Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot for the purpose of development.

Section 11. Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 12. Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 13. 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.

Section 14. Assessment. The term "Assessment" as used herein shall mean and refer to a share of Association Expenses required for the payment of the Association Expenses, which from time to time shall be assessed against the Lots and the Owners and the Authorized Users.

Section 15. Assessment Period. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

Section 16. Member. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article II hereof.

Section 17. Authorized User. "Authorized User" shall mean and refer to all those persons who are owners of property in Pablo Point and who have submitted written applications to the Association to use the facilities located in the Common Area and who have paid assessments for use of such facilities equivalent to those paid by members of the Association. Authorized Users shall not be entitled to membership in or voting rights in the Association.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot in the Property and the Future Development Property if such property is developed and annexed as herein set forth 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. Persons or entities who or which own a Lot merely as security for the performance of an obligation shall not be Members of the Association; rather, the beneficial owner in such cases shall be the Member.

Section 2. Associate Membership. Every person who is entitled to possession and occupancy of any Lot as a tenant or lessee of a Lot may be an Associate Member of the Association, and shall be privileged to use the Common Areas and facilities subject to this Declaration, as amended from time to time, and subject to the rules and regulations of the Association. Associate Member shall not be entitled to a vote in the Association.

Section 3. 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 from the Developer, or from

a successor in title to the Developer, which shall include Lots on Future Development Property, if such property is annexed as herein provided. Class A Members shall be entitled to one vote for each Lot in which they hold an interest required for membership in Section 2 hereof. When more than one person holds such interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be initially entitled to one hundred twenty-eight (128) votes, which is the amount of Undeveloped Lots owned by Developer at the time of recordation of this Declaration and the initial Plat. 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 one hundred twenty-eight (128) plus the number of lots included on the plat of such Future Development Property. 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 occurs earlier: (i) when Developer has conveyed one hundred percent (100%) of the Lots located on the Property and the Future Development Property if developed and annexed as herein provided, or (ii) December 1994.

Section 4. Membership and Voting Procedure. The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for Association Membership meetings 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 AREAS

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article III, every Member shall have right and easement of enjoyment in and to the Common Areas. Such easement 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.

Section 2. Title to Common Area. Developer shall convey to the Association the fee simple title by Special Warranty Deed to the Common Area prior to the conveyance of the first lot in the development.

Section 3. Extent of Members' Easements. The right and easement of enjoyment created hereby shall be subject to the following:

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

(b) The right of the Association to take such steps as are reasonably necessary to protect the Property 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 any 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 Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided, that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective until agreed to by a vote of two-thirds (2/3) of the Members of each class present at an Association meeting called in accordance with the Articles of Incorporation and By-Laws of the Association for the purpose of discussing such dedication or transfer 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 members present at the meeting favored such dedication, transfer, purpose, or condition; and

(e) The right of "Authorized Users" to use the facilities in the Common Areas.

(f) The rights of the Developer and the Association to utilize the lake located on the Property for drainage of the Property.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property

and Future Development Property if such property is developed and annexed as here set forth, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, however, the delinquent assessment shall remain a lien against the property until paid.

Section 2. Authorized User's Requirement of Assessment. All Authorized Users shall be required to covenant and agree in their written application for user status, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment together with interest, costs and reasonable attorney's fees shall be the personal obligation of the Authorized User. Failure to pay any assessment when due shall result in immediate suspension of user status and if not paid within thirty (30) days after the due date shall result in permanent revocation of user status. The Association can establish rules and regulations for enforcement of this provision.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and the Future Development Property, if such property is developed and annexed as herein set forth, and for the improvement and maintenance of the Common Area.

Section 4. There shall be two classes of assessments:

Class "A" - "Developed Lots and Authorized Users": The initial annual assessment for Developed Lots and Authorized Users shall be TWO HUNDRED TWENTY NINE AND 88/100 DOLLARS (\$229.88) and the initial monthly assessment shall be NINETEEN AND 16/100 DOLLARS (\$19.16).

Class "B" - "Undeveloped Lots": The initial annual assessment for Undeveloped Lots shall be Fifty and No/100 Dollars (\$50.00).

Section 5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and No/100 Dollars (\$300.00) per Developed Lot and Authorized User and Sixty and No/00 Dollars (\$60.00) per Undeveloped Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, by the Board of Directors of the Association, not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members 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 at an amount not in excess of the maximum.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Developed

Lots and Authorized Users •and Undeveloped Lots shall be uniformly assessed at a lower rate than the Developed Lots and Authorized Users. Assessments on Developed Lots and for Authorized Users will be collected on an annual basis in advance, with the first annual assessment being prorated from the date of closing to December 31 of the year in which the closing takes place. Assessments on Undeveloped Lots may be collected on a monthly basis.

Section 9. 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 Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment for Authorized Users shall be the same as that for owners of Developed Lots. The first assessment for an Authorized User shall be adjusted according to the number of months remaining in the calendar year in the year such Authorized User makes application for use of the Common Area. The Board of Directors shall fix the amount of the annual assessment against each Lot and against Authorized Users at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner and Authorized User subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 10. 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 rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or Authorized Used personally obligated to pay the same, or foreclose the lien against the property of the Owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. COVENANTS AND RESTRICTIONS

Section 1. No structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than: (1) one single family dwelling, not to exceed two and one-half stories in height; and (ii) one private garage for not more than two (2) cars; and (iii) one servant's room or utility room attached to the garage on the ground floor level.

Section 2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer, or by an architectural committee composed of one (1) or more representatives appointed by the Developer. In the event said Developer, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. 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.

Section 3. All fences constructed on the Lots shall be five (5) feet in height and shall be six (6) inch board, shadow box design, except that homes with garden baths may be privacy fenced with six (6) inch board on board for visual obscurity and may be up to six (6) feet in height. Notwithstanding the foregoing, prior to erecting a fence on any Lot, approval from the Developer as required by Section 2 of this Article shall be obtained.

Section 4. No structure of any kind shall be located on any lot nearer than twenty (20) feet to the front lot line nor nearer than ten (10) feet to any side street line. No structure shall be located nearer than five and (5) feet to any side lot line, provided that if a structure is located five (5) feet from a side lot line it must be located at least ten (10) feet from the opposite site lot line. There must be an aggregate of fifteen (15) feet set back from the side lot lines of any structure located on a Lot. 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.

Section 5. 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 contained in Section 3 above, shall apply only to the extreme side lines of the building plot occupied by such dwelling.

Section 6. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the front building set back line except those cul-de-sac lots in the turning radius shall have a minimum width of sixty (60) feet at the front building set back line, nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet; provided, however, that each lot shown on the existing subdivision plat shall be deemed to comply with this Section 5. The use of two or more fractional lots shall be permitted if the square foot area and width comply with this provision.

Section 7. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eight hundred (800) square feet in the case of a one-story structure.

Section 8. The Developer may resubdivide, or replat, the said land in any way it sees fit for any purpose whatsoever consistent with the development of the subject planned unit development 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 the smallest lot shown on said plat. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

Section 9. No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Developer, 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 mobile homes, tents or shacks shall be placed on any lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval. No garage shall at any time be used as a residence, temporarily or permanently, nor shall any structure or a temporary character be used as a residence.

Section 10. 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.

Section 11. 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.

Section 12. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two and six 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.

Section 13. 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 covenant as set out hereinbefore in Section 3, the Developer shall have the right any time to release such lot or subdivided lots or building plot, or portion thereof, from such part of provisions of the said covenant. Provided, however, that the Developer shall not release a violation or violations of such covenant except those the Developer determines to be minor and the power to release any such lot or plot from a violation or violations shall be dependent upon a determination by the Developer that the violation or violations for which releases are given are minor.

Section 14. A perpetual, alienable and releasable easement is hereby reserved to the Developer over and under and above a seven and one-half (7-1/2) foot strip at the rear of each Lot and over and under and above a five (5) foot strip at the side lot hues described herein for the construction, installation and maintenance of drainage ditches, and structures and gas, water, electric and sanitary and storm sewer lines and other utility installations of every kind. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and other within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance. 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.

Section 15. Canal Utilities, Inc. or its successors has the sole and exclusive right to provide all water facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained

from Canal Utilities, Inc., 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 tract or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent by the Developer and the local Health Department. Developer reserves the right to convey to Canal Utilities, Inc. all easements required to provide water facilities and service to the Property.

Section 16. 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.

Section 17. With respect to the lakes now existing, or which may be hereafter created, no Lot Owner shall:

- (A) pump or otherwise remove any water from such lake or 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 lake or lakes or in any other portion of the land owned by Developer lying adjacent to or near the Properties;
- (C) construct, place or maintain therein or thereon any docks, piers, or other similar facilities, without the prior approval of the Developer;
- (D) construct any bulkhead without the prior written consent of the Developer;
- (E) fish with the use of nets or with any other trap, spear or devise other than a fishing pole;
- (F) operate or maintain thereon any gas or diesel driven boats;
- (G) Developer shall have the sole and absolute right, but no obligation, to control the water level of such lake or lakes and the Association shall be responsible to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes or lakes; and
- (H) The Association shall be required to maintain such grass, plantings or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of said embankment shall not be changed without the prior consent of the Developer; provide1, however, that no plants may be allowed to extend into or grow into the lakes. If the Association fails to maintain said embankment in accordance with the foregoing, the Developer shall have the right but no obligation to enter upon any such lake property to perform such maintenance 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. MISCELLANEOUS

Section 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 these covenants and restrictions. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots.

Section 2. Amendments. The Developer reserves and shall have the right:

- (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;
- (b) to amend these covenants and restrictions for the purpose of curing 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 and restrictions and easements applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and

(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 insubstantial violation.

In addition, the Developer reserves and shall have the right, with the consent of the persons then owning seventy-five percent (75%) or more of the Lots shown on the Flat of the Property to amend or alter these covenants and restrictions and any parts thereof in any other respects. Any amendments to this Declaration of Covenants, Conditions and Restrictions shall be recorded in the County Public Record of Duval County, Florida.

Section 3. 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.

Section 4. 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 until January 1, 2004, 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 January 1, 2004, or within six months preceding the end of any such ten (10) year period, as the case may be, a written agreement executed by the then owners of a majority of the Building Lots shown on the Plat of the Property, amending this Declaration or any part hereof, shall be placed on record in the office of the appropriate agency of Duval County, Florida. In the event that such written agreement shall be executed and recorded as provided for above in this Section, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of ten (10) years each, unless and until further changed or modified in the manner provided in this Section. Notwithstanding the foregoing, this Declaration cannot be amended to extinguish the Association's obligation to maintain the lake located in the Common Area unless adequate provision for transferring this obligation to the then Lot Owners on a pro rata basis is made and said transfer of obligation meets the then existing requirements of the St. John's River Water Management District or its successor and the City of Jacksonville or any other governmental body that may have authority over such transfer of obligation.

Section 5. Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, Association, or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so 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 violations or attempted violations. 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 or Association or Lot 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.

EXHIBIT A - PARCEL A:

A portion of Section 25, Township 2 South, Range 28 East, Duval County, Florida, TOGETHER WITH a portion of San Pablo Estates as recorded in Flat Book 24, Page 61, of said Current Public Records and vacated by resolution of the Board of said County Commissioners, dated April 13, 1964, all being more particularly described as follows: COMMENCE at the Southeast corner of said Section 25; thence South 88°22'00" West, along the Southerly line of said Section 25, 40.00 feet to the Westerly right of way line of San Pablo Road (an 80 foot right of way as now established); thence Northerly and Northwesterly along said Westerly right of way line run the following two courses and distances: Course No. 1: North 00°24'40" West, 503.20 feet to the point of curvature of a curve to the left. Course No. 2: Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 1105.92 feet, an arc distance of 786.79 feet, said arc being subtended by a chord bearing and distance of North 20°47'31" West, 770.39 feet to the POINT OF BEGINNING; thence continuing Northwesterly along said Westerly right of way line of San Pablo Road and along the arc of a curve concave Southwesterly and having a radius of 1105.92 feet, an arc distance of 402.21 feet, said arc being subtended by a chord bearing and distance of North 51°35'32" West, 400.00 feet to the point of tangency of said curve; thence North 62°00'40" West, along said Westerly right of way line, 445.00 feet to the point of curvature of a curve leading Southeasterly; thence Southeasterly along and around the arc of a curve concave Southwesterly and having a radius of 25.00 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South 17°00'40" East, 35.36 feet to the point of tangency of said curve; thence South 27°59'20" West, 160.00 feet to the point of curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 742.69 feet, an arc distance of 259.66 feet, said arc being subtended by a chord bearing and distance of South 38°00'17" West, 258.34 feet to the point of compound curvature of a curve leading Southwesterly; thence continue Southwesterly along and

around the arc of a curve concave Northwesterly and having a radius of 639.61 feet, an arc distance of 357.22 feet, said arc being subtended by a chord bearing and distance of South 64°01'15" West, 352.60 feet to the point of tangency of said curve; thence South 80°01'15" West, 0.25 feet to the point of curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 514.73 feet, an arc distance of 39.19 feet, said arc being subtended by a chord bearing and distance of South 77° 50' 22" West, 39.18 feet; thence North 17° 26' 50" West, 573.90 feet; thence North 72° 33'10" East, 155.00 feet to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 377.78 feet, an arc distance of 243.84 feet, said arc being subtended by a chord bearing and distance of North 54°03'43" East, 239.63 feet to the point of reverse curvature of a curve to the right; thence Northeasterly along and around the arc of a curve concave Southeasterly and having a radius of 25.00 feet, an arc distance of 36.32 feet, said arc being subtended by a chord bearing and distance of North 77°11'40" East, 33.21 feet to the Westerly right of way line of said San Pablo Road; thence Northwesterly along said Westerly right of way of said San Pablo Road and along the arc of a curve concave Northeasterly and having a radius of 1185.92 feet, an arc distance of 611.50 feet, said arc being subtended by a chord bearing and distance of North 46°24'37" West, 604.75 feet; thence South 84°45'29" West, 708.22 feet; thence South 18°14'13" East, 115.72 feet; thence South 27°33'36 West, 104.10 feet; thence South 20°45'57" East, 205.06 feet; thence South 23°54'59" East, 80.00 feet; thence South 34°36'13" East, 100.00 feet; thence South 42°08'15" East, 95.62 feet; thence South 47° 51'45" West, 44.31 feet; thence South 47°29'59" East, 97.48 feet; thence South 00°56'05" West, 91.23 feet; thence South 47° 25'35" East, 493.23 feet; thence South 37°08'56" West, 92.24 feet; thence South 31°44'37" West, 107.98 feet; thence South 63° 08'08" East, 290.00 feet; thence South 24°24'57" West, 85.00 feet; thence South 65°11'13" East, 140.00 feet; thence South 87° 09'45" East, 130.00 feet; thence North 02°50'14" East, 195.00 feet; thence North 29°26'21" West, 94.81 feet; thence North 70° 50'51" East, 296.93 feet; thence South 28°09'46" East, 186.68 feet; thence South 64°38'21" East, 366.05 feet; thence South 68° 09'45" East, 161.45 feet; thence North 36°50'15" East, 720.00 feet to the POINT OF BEGINNING.

Containing 37.54 acres, more or less.

EXHIBIT B - PARCEL B:

A portion of Section 25, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Section 25; thence South 88°22'00" West along the Southerly line of said Section 25, 40.00 feet, to the POINT OF BEGINNING; thence continue South 88°22'00" West along said Southerly line, 3302.85 feet; thence North 00°48'40" West, 2522.57 feet; thence North 84°45'30" East, along the Southerly line of a 150 foot utility easement to the City of Jacksonville as recorded in Official Records Volume 1598, Page 202, of the Current Public Records of said County, 1424.90 feet, to the Westerly right-of-way line of San Pablo Road (an 80 foot right-of-way as now established); said right-of-way line being in a curve leading Southeasterly; thence along and around the arc of a curve concave Northeasterly and having a radius of 1185.92 feet, an arc distance of 287.06 feet, said arc being subtended by a chord bearing and distance of South 24°42'14" East, 286.36 feet; thence South 84°45'30" West, 708.22 feet; thence South 18°14'13" East, 115.72 feet; thence South 27°33'36" West, 104.10 feet; thence South 20°45'57" East, 205.06 feet; thence South 23°54'59" East, 80.00 feet; thence South 34°36'13" East, 100.00 feet; thence South 42°08'15" East, 95.62 feet; thence South 47°51'45" West, 44.31 feet; thence South 47°29'59" East, 97.48 feet; thence South 00°56'05" West, 91.23 feet; thence South 47°25'35" East, 493.23 feet; thence South 37°08'56" West, 92.24 feet; thence South 31°44'37" West, 107.98 feet; thence South 63°08'08" East, 290.00 feet; thence South 24°24'57" West, 85.00 feet; thence South 65°11'13" East, 140.00 feet; thence South 87°09'45" East, 130.00 feet; thence North 02°50'14" East, 195.00 feet; thence North 29°26'21" West, 94.81 feet; thence North 70°50'51" East, 296.93 feet; thence South 28°09'46" East, 186.68 feet; thence South 64°38'21" East, 366.05 feet; thence South 68°09'45" East, 161.45 feet; thence North 36°50'15" East, 720.00 feet to the Westerly right-of-way line of said San Pablo Road, said right-of-way line being in a curve leading Southeasterly; thence along and around the arc of a curve concave Southwesterly and having a radius of 1105.92 feet, an arc distance of 786.79 feet, said arc being subtended by a chord bearing and distance of South 20°47'31" East, 770.39 feet, to the point of tangency of said curve; thence continuing along said Westerly right-of-way line South 00°24'40" East, 503.20 feet, to the POINT OF BEGINNING.

Containing 111.47 acres, more or less.

EXHIBIT C - PARCEL "C":

A portion of Section 25, Township 2 South, Range 28 East, Duval County, Florida also being a portion of San Pablo Estates as recorded in Flat Book 24, Page 61 (Vacated Resolution dated 4/13/64), all being more particularly described as follows: COMMENCE at the Southeast corner of said Section 25; thence South 88°22'00" West along the Southerly line of said Section

25, 40.00 feet, to the Westerly right of way line of San Pablo Road (an 80 foot right of way as now established); thence Northerly and Westerly along said Westerly right of way line run the following four courses and distances: Course No. 1: North 00°24'40" West, 503.20 feet, to the point of curvature of a curve to the left; Course No. 2: Northwesterly along and around the arc of a curve concave Southwesterly and having a radius of 1105.92 feet, an arc distance of 786.79 feet, said arc being subtended by a chord bearing and distance of North 20°47'31" West, 770.39 feet, to a point on said curve; Course No. 3: thence continuing Northwesterly along and around the arc of said curve being concave Southwesterly and having a radius of 1105.92 feet, an arc distance of 402.21 feet, said arc being subtended by a chord bearing and distance of North 51°35'31" West, 400.00 feet, to the point of tangency of said curve; Course No. 4: North 62°00'40" West, 445.00 feet, to the POINT OF BEGINNING; thence North 62°00'40" West continuing along the Westerly right of way line of San Pablo Road, 410.00 feet, to the point of curvature of a curve to the right; thence continue Northwesterly along the Westerly right of way line of said San Pablo Road and along the arc of a curve concave Northeasterly and having a radius of 1185.92 feet, an arc distance of 17.16 feet, said arc being subtended by a chord bearing and distance of North 61°35'48" West, 17.16 feet, to the point of reverse curvature of a curve to the left; thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 25.00 feet, an arc distance of 36.32 feet, said arc being subtended by a chord bearing and distance of South 77°11'40" West, 33.21 feet, to the point of reverse curvature of a curve to the right; thence Southwesterly along and around the arc of a curve concave Northwesterly and having a radius of 377.78 feet, an arc distance of 243.84 feet, said arc being subtended by a chord bearing and distance of South 54°03'43" West, 239.63 feet, to the Point of tangency of said curve; thence South 72°33'10" West, 155.00 feet; thence South 17°26'50" East, 573.91 feet, to an intersection with the arc of a curve leading Northeasterly; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 514.73 feet, an arc distance of 39.19 feet, said arc being subtended by a chord bearing and distance of North 77°50'22" East, 39.18 feet, to the point of tangency of said curve; thence North 80°01'15" East, 0.25 feet, to the point of curvature of a curve to the left; thence Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 639.61 feet, an arc distance of 357.22 feet, said arc being subtended by a chord bearing and distance of North 64°01'15" East, 352.60 feet, to the point of compound curvature of a curve to the left; thence continue Northeasterly along and around the arc of a curve concave Northwesterly and having a radius of 742.69 feet, an arc distance of 259.66 feet, said arc being subtended by a chord bearing and distance of North 38°00'17" East, 258.34 feet, to the point of tangency of said curve; thence North 27°59'20" East, 160.00 feet, to the point of curvature of a curve to the left; thence Northerly along and around the arc of a curve concave Southwesterly and having a radius of 25.00 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 17°00'40" West, 35.36 feet, to the POINT OF BEGINNING.

SUBJECT TO a 15 foot easement as described and recorded in Official Records Volume 4145, Page 777, of said Current Public Records.

Containing 7.81 acres, more or less.

Section 6. Annexation: Additional land located within the boundaries of the property described in Exhibit "B" may be annexed by the Developer without the consent of members within fifteen (15) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 7. 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. 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.

Section 8. Captions. The captions of each paragraph 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.

Section 9. 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.

Section 10. Provisions Severable. The invalidation of any provisions or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for

VILLAGES OF PABLO made this 1st day of June, 1985, by Stokes and Company, a Florida corporation having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32216 (hereinafter "Developer"); WITNESSETH:

WHEREAS, Developer has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Villages of Pablo dated March 6, 1985 and being recorded in Official Records Volume 5934 pages 232 through 246 of the current public records of Duval County, Florida (hereinafter "Declaration");

WHEREAS, in Article VI, Section 2, subsections (a) and (b) of said Declaration, Developer reserved the right to amend said Declaration and now desires to amend the Declaration pursuant to such reserved rights; and

NOW THEREFORE, in consideration of the foregoing, Developer hereby declares that the Declaration is amended as hereinafter set forth:

1. Article I, Section 17, entitled, "Authorized User", is modified and amended so that the existing Section 17 is deleted in its entirety and the following section 17 is substituted in lieu thereof: "Section 17. Authorized User. "Authorized User" shall mean and refer to all those persons who are owners of property in Pablo Point and who have submitted written applications to the Association to use the facilities located in the Common Area and who have paid special assessment capital contributions, regular assessments and special assessments as required by the Association, from time to time, for use of such facilities. Authorized Users shall not be entitled to membership in or voting rights in the Association."
2. Article IV, Section 2, entitled, "Authorized Users Requirement of Assessment", is modified and amended so that the existing Section 2 is deleted in its entirety and the following Section 2 is substituted in lieu thereof: "Section 2. Authorized Users Requirement of Assessment. All Authorized Users shall be required to covenant and agree in their written application for User Status, to pay the Association: (1) Annual Assessments or charges, and (2) Special Assessments, including a Special Assessment Capital Contribution, for capital improvements, such assessments to be established and collected as hereinafter provided. Each such assessment together with interest, costs, and reasonable attorney's fees shall be the personal obligation of the Authorized User. Failure to pay any assessment when due shall result in an immediate suspension of User status and if not paid within thirty (30) days after the due date shall result in permanent revocation of User status. The Association can establish rules and regulations for enforcement of this provision."
3. Article V, Section 3, is hereby modified and amended so that the existing Section 3 deleted in its entirety and the following Section 3 is substituted in lieu thereof: "Section 3. All fences constructed on the Lots shall be five (5) or six (6) feet in height and shall be six (6) inch board, shadow box design, except that homes with garden baths may be privacy fenced with six (6) inch board on board for visual obscurity and may be up to six (6) feet in height. Notwithstanding the foregoing, prior to erecting a fence on any Lot, approval from the Developer as required by Section 2 of this Article shall be obtained."
4. Except as modified and amendment herein, the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Stokes and Company, has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affix all as of the day and year first above written.

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for VILLAGES OF PABLO, made this 7th day of May, 1986, by STOKES-COLLINS & COMPANY, INC., a Florida corporation having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32216, as successor to Stokes and Company (hereinafter "Developer"); WITNESSETH:

WHEREAS, Developer has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Villages of Pablo dated March 26, 1985 and being recorded in Official Records Volume 5934, pages 232 through 246 of the current public records of Duval County, Florida;

WHEREAS, Developer has heretofore caused to be recorded that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated June 1, 1985, and being recorded in Official Records Volume 6010, pages 1996 through 1997 of the Current Public Records of Duval County, Florida (said Declaration and Amendment are hereinafter jointly referred to as the "Declaration"); and

WHEREAS, in Article VI, Section 2 (a) and (b) of said Declaration, Developer reserves the right to amend said Declaration and now desires to amend the Declaration pursuant to such reserved right.

NOW, THEREFORE, in consideration for the foregoing, Developer hereby declares that the Declaration is amended as hereinafter set forth:

1. The following described property within the Future Development Property is hereby added to and made a part of the Villages of Pablo development community pursuant to the annexation rights reserved under Article VI, Section 6 of the Declaration:

All Property described in that certain Plat known as VILLAGES OF PABLO, Unit Two, according to the Plat thereof, recorded in Plat Book Number 41, pages 54, 54A, 54B, and 540 of the current public records of Duval County, Florida

2. Article V. entitled "COVENANTS AND RESTRICTIONS", is modified and amended to add a new Section 18. Said Section 18 shall read as follows:

"Section 18. No boats, boat trailers or other recreational vehicles shall be parked or otherwise stored in any street right-of-way or in the front yard of any lot, which has not been conveyed to an Owner prior to the effective date of this Second Amendment.

3. Except as modified and amended herein, the Declaration shall remain in full force and effect.
The undersigned owners and holders of mortgages encumbering the property annexed herein join in this Second Amendment for the purpose of consenting to and subordinating their mortgage interests to the amendment made herein.

THIRD AMMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for VILLAGES OF PABLO, made this 15th day of August, 1987, by STOKES-COLLINS & COMPANY, INC., a Florida corporation having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32216, as successor to Stokes and Company (hereinafter "Developer"); WITNESSETH:

WHEREAS, Developer has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Villages of Pablo dated March 26, 1985 and being recorded in Official Records Volume 5934, pages 232 through 246 of the current public records of Duval County, Florida;

WHEREAS, Developer has heretofore caused to be recorded that certain Amendment to Declaration of Covenants, Conditions and restrictions dated June 1, 1985, and being recorded in Official Records Volume 6010, pages 1996 through 1997 of the Current Public Records of Duval County, Florida (said Declaration and Amendment and hereinafter jointly referred to as the "Declaration"); and

WHEREAS, in Article VI, Section 2 (a) and (b) of said Declaration, Developer reserved the right to amend said Declaration and now desires to amend the Declaration pursuant to such reserved right.

NOW, THEREFORE, in consideration for the foregoing, Developer hereby declares that the Declaration is amended as hereinafter set forth:

1. The following described property within the Future Development Property is hereby added to and made a part of the Villages of Pablo development community pursuant to the annexation rights reserved under Article VI, Section 6 of the Declaration:

All Property described in that certain Flat known as VILLAGES OF PABLO, Unit Three according to the Flat thereof, recorded in Flat Book Number 43, pages 16, 16A, 16B, and 160, 16D, 16E, and 16F of the current public records of Duval County, Florida

2. Environmental Conservation Easement: A conservation easement is hereby imposed upon that portion of Lots 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 as shown on the Plat of Villages of Pablo, Unit Three as recorded in Flat Book 43 pages 16, 16(a)-16(f), inclusive, of the public records of Duval County, which lie waterward of the wetland jurisdictional line as shown on said plat. All construction, dredging or filling shall be prohibited within said conservation easement hereby created, except as may be approved by the St. John's River Water Management District. (the "District") Notwithstanding anything contained in these covenants, which permits amendment, this paragraph shall not be amended without the prior approval of the District. The provisions contained in this paragraph shall be enforceable in accordance with Article VI, Section 5 of the Covenants and shall also be specifically enforceable by the District.

3. Except as modified and amended herein, the Declaration shall remain in full force and effect.

CONSENT TO THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned owners and holders of mortgages encumbering the property annexed by virtue of Third Amendment to Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Duval County, Florida under clerk's number 87-116416, hereby join in the Third Amendment for the purpose of consenting to and subordinating their mortgage interests to the amendment made herein.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for VILLAGES OF PABLO, made this ____ day of _____ 1988, by STOKES-COLLINS & COMPANY, INC., a Florida corporation having its principal office at 9000 Cypress Green Drive, Jacksonville, Florida 32216, as successor to Stokes and Company (hereinafter "Developer"); WITNESSETH:

WHEREAS, Developer has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Villages of Pablo dated March 26, 1985 and being recorded in Official Records Volume 5934, pages 232 through 246 of the current public records of Duval County, Florida; and

WHEREAS, Developer has heretofore caused to be recorded that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated June 1, 1985, and being recorded in Official Records Volume 6010, pages 1996 through 1997, further amended by Second Amendment to Declaration of Covenants, Conditions and Restrictions dated May 7, 1986, and being recorded in Official Records Volume 6195, page 46 through 48, and being further amended by Third Amendment to Declaration of Covenants, Conditions and Restrictions dated August 5, 1987, and being recorded in Official Records Volume 6405, page 661 through 662, all of the current public records of Duval County, Florida (said Declaration and Amendments hereinafter jointly referred to as the "Declaration"); and

WHEREAS, in Article VI, Section 2 (a) and (b) of said Declaration, Developer reserved the right to amend said Declaration and now desires to amend the Declaration pursuant to such reserved right.

NOW, THEREFORE, in consideration for the foregoing, Developer hereby declares that the Declaration is amended as hereinafter set forth:

1. The following described property within the Future Development Property is hereby added to and made a part of the Villages of Pablo development community pursuant to the annexation rights reserved under Article VI, Section 6 of the Declaration:

All Property described in that certain Plat known as VILLAGES OF PABLO, Unit Four according to the Plat thereof, recorded in Plat Book Number ____ pages _____, and _____ of the current public records of Duval County, Florida, less and except Lots 42 and 43 of Villages of Pablo, Unit Four according to Plat thereof heretofore described.

2. Environmental Conservation Easement: A conservation easement is hereby imposed upon that portion of all Lots within said Plat of Villages of Pablo, Unit Four which contain lands which lie waterward of the "Department of Environmental Regulation Wetland Jurisdictional Line" as shown on said plat. All construction, dredging or filling shall be prohibited within said conservation easement hereby created, except as may be approved by the St. John's River Water Management District (the "District"). Notwithstanding anything contained in these covenants, which permits amendment, this paragraph shall not be amended without the prior approval of the District. The provisions contained in this paragraph shall be enforceable in accordance with Article VI, Section 5 of the Covenants and shall also be specifically enforceable by the District.

3. Except as modified and amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Stokes-Collins & Company, Inc., has caused this instrument to be executed by its duly authorized officer and its seal to be hereunto affixed, all as of the day and year first above written.

The undersigned owners and holders of mortgages encumbering the property annexed herein join in this Fourth Amendment for the purpose of consenting to and subordinating their mortgage interests to the amendment made herein.

5 MIN. RETURN
PHONE # 334-4444

Doc# 2003377992
Book: 11481
Pages: 2120 - 2122
Filed & Recorded
11/18/2003 03:07:51 PM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

**EIGHTH AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
VILLAGES OF PABLO**

THIS EIGHTH AMENDMENT to Declaration of Covenants and Restrictions for VILLAGES OF PABLO (the "Covenants") is made on the day hereinafter set forth by VILLAGES OF PABLO HOMEOWNERS ASSOCIATION, INC., a Florida corporation ("Association").

WITNESSETH:

WHEREAS, Association is the homeowners' association for VILLAGES OF PABLO pursuant to the Covenants, which were recorded in Official Records Volume 5934, page 232, et seq., current public records of Duval County, Florida; and

WHEREAS, the Covenants provide that the Association may amend the Covenants in accordance with the terms thereof; and

WHEREAS, the Association wishes to amend the Covenants, and has authorized the Amendment in accordance with the terms and conditions of the Covenants.

NOW, THEREFORE, the Association hereby amends the Covenants as follows:

- 1. ARTICLE V, entitled COVENANTS AND RESTRICTIONS, is modified and amended to add new Sections 19 and 20. Said sections 19 and 20 shall read as follows:

"Section 19. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become overgrown or unsightly in the sole reasonable judgment of both the Association Board of Directors and their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become overgrown, unsightly or unreasonably high and the Association or its duly authorized agent, as is hereafter described, has made consistent efforts to remedy the situation with the Owner or lessee of the Lot, the Association or its duly authorized agent shall have the right, but not the obligation, to cut, trim or maintain said lawn,

FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

PREPARED BY AND RETURN TO:

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fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefore and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within thirty (30) days after a bill therefore is deposited in the mail addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of Duval County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article IV, Section 1 hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

- (a) The Covenants Committee shall consist of at least five members appointed by the Board of Directors who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee and shall serve two-year terms.
- (b) The Committee will review Covenant Violations and forward their recommendations for allowable corrective actions to the VOP BOD. If the committee, by majority vote, does not approve a proposed corrective action, fine or suspension, it may not be imposed. The BOD will vote on any recommended actions and the Homeowner will be notified if any corrective action is to be taken, which the appropriate contractor of record for VOP may perform. The Homeowner may come into compliance any time up until 24 hours before corrective action is taken.

Section 20. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$50 per violation, against any Owner or any tenant, guest, or invitees. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000 in the aggregate unless otherwise provided in governing documents.


- (a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before the Covenants Committee.
- (b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.
- (c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.
- (d) No fine levied pursuant to this section shall become a lien or deny real property unless and until reduced to a judgment entered by a court of competent jurisdiction."

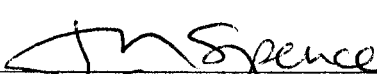
2. The Covenants shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, this Amendment to Declaration has been executed this 13th day of November, 2003.

VILLAGES OF PABLO HOMEOWNERS
ASSOCIATION, INC.

ATTEST:

By: 
Print Name: Don Colbert
Title: Secretary

By: 
Print Name: Jan Horton Spence
Title: President

WITNESSES:

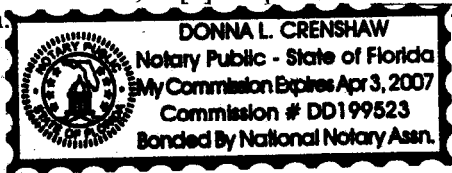
(CORPORATE SEAL)

Judy A. Dutilly
Print Name: Judy A. Dutilly

E. M. McCles
Print Name: E. M. McCles

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of November 2003, by Jan Horton Spence, as _____ President of VILLAGES OF PABLO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [] personally known to me; or [] has produced _____ as identification; and who: [] did [] did not take an oath.

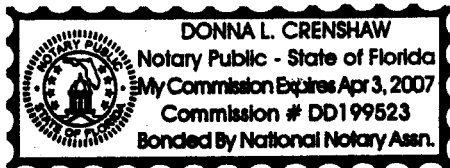


Donna Crenshaw
Print Name: Donna Crenshaw
Notary Public, State of Florida at Large

My commission expires: April 3, 2007

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of November, 2003, by Donald H. Albert, as Secretary of VILLAGES OF PABLO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: [] personally known to me; or [] has produced Dr. [unclear] as identification; and who: [] did [] did not take an oath.



Donna Crenshaw
Print Name: Donna Crenshaw
Notary Public, State of Florida at Large

My commission expires: April 3, 2007