

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE WOODS UNIT IV

THIS DECLARATION, made this 7th day of September, A.D., 1982, by FIRST PENNSYLVANIA MORTGAGE TRUST, a Massachusetts Business Trust, hereinafter sometimes "Developer" or "Company", which term or terms shall include its successors and assigns, wherever the context so requires or admits.

WHEREAS, Developer is the owner of certain real property situate and lying in the County of Duval, commonly known as Unit IV, which is more particularly described in Schedule "A" attached hereto, or sometimes "Unit Development" of The Woods Subdivision, a real estate development in Duval County, Florida consisting of, in addition to the foregoing, Units I, II, II-A, III and III-A, according to plats thereof recorded in Plat Book 35, pages 15, 15A, 92 and 92A, and Plat Book 36, pages 15, 15A, 65, 65A, 66 and 66A of the current public records of Duval County, Florida; and

WHEREAS, said Unit IV is part of a planned unit development known as The Woods under a Master Plan, as amended, and as may be amended from time to time, approved by the City of Jacksonville, Florida ("The Planned Unit Development"); and

WHEREAS, there has heretofore been recorded an Amended Declaration of Covenants and Restrictions ("Declarations") in Official Records Volume 5049, beginning at Page 288 of the current public records of Duval County, Florida; and

WHEREAS, in order to develop the planned unit development community named above and preserve the values and amenities of such community, it is necessary to declare and subject said Unit IV to certain land use covenants, restrictions, reservations, regulations, burdens and liens and duties of ownership, administration, operation and enforcement; and

WHEREAS, the Developer has caused the incorporation under the laws of the State of Florida of a non-profit corporation, namely, The Woods Community Association, Inc., for the purpose of exercising the functions hereinabove described, and which are more fully herein-after set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Developer declares that the real property described in Schedule "A" hereto attached and such additional property as may hereinafter be subjected to the terms and provisions hereof, shall be held, sold, conveyed, leased, occupied and used subject to all of the terms and provisions hereof (all of which may be hereinafter referred to as the "Covenants").

ARTICLE I

DEFINITIONS

The following words and definitions shall apply when and where applicable:

1.1 "Association" shall mean "The Wood's Community Association, Inc.", a Florida non-profit corporation, and its successors and assigns.

PLEASE RECORD AND RETURN TO:
EDWARD A. WHITE
902 BARNETT BANK BUILDING
JACKSONVILLE, FLORIDA 32202

THIS INSTRUMENT WAS PREPARED BY:
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1.2 "Development" shall mean The Woods.

1.3 "Unit Development" shall mean the respective legal description of each Unit described in Schedule "A".

1.4 "Property" shall mean the existing property (or sometimes "properties") described herein as well as any additions thereto as are subject to this Declaration, excluding the common properties as more particularly hereinafter defined.

1.5 "Common Properties" shall mean all property, whether real or personal, owned by the Association which is and shall be used for the common benefit and enjoyment of the owners, subject to the fee schedules and operating rules and regulations adopted by the Association.

1.6 "Family Dwelling Unit" shall mean any living unit located upon any lot within The Woods Subdivision, excluding Common Properties. Accordingly, this definition specifically includes a single family detached unit, condominium unit, townhouse unit, cooperative apartment unit, apartment unit, duplex unit and/or patio-home unit.

1.7 "Family Dwelling Lot" shall mean a lot intended for or used as a parcel of land for erection of a detached single family dwelling unit only. Therefore, this title shall not include family dwelling units which are located within a multi-family structure. Accordingly, this definition specifically excludes, without limitation, multi-family lots, patio-home lots and duplex lots.

1.8 "Multi-Family Lot" shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for multi-family dwellings, including condominium units, townhouses, co-operative apartments or apartments.

1.9 "Patio-Home Lot" shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for a patio-home which generally are those homes or home sites arranged in clusters.

1.10 "Duplex Lot" shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for a duplex unit which composes one (1) of two (2) dwelling units separated by common wall and/or support, so that the said duplex lot is occupied by or intended to be occupied by two (2) families as separate dwelling units but contiguous and utilizing a common roof and party wall.

1.11 "Unimproved Lot" or "Unimproved Parcels of Land" shall mean a platted lot upon which no dwelling structure has been substantially completed.

1.12 "Owner" shall mean the fee simple title owner of any lot defined above as shown by the public records of Duval County, Florida, provided, however, notwithstanding any applicable theory of a mortgage, this definition shall not include the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to or in lieu of foreclosure and has held title thereto for a period of twelve (12) months. Further, "Owner" shall not include any lessee or tenant of an Owner. (However, a tenant may exercise certain rights of membership in the Association under the provisions of Section 3.1(f) and other applicable provisions of this Declaration.)

1.13 "Member" shall mean a member of the Association, which shall be comprised of all Owners.

1.14 "Class" shall mean a division of membership as provided herein.

1.15 "Company" shall mean First Pennsylvania Mortgage Trust, a Massachusetts business trust, its successors and/or assigns.

1.16 "Developer" shall mean First Pennsylvania Mortgage Trust, a Massachusetts business trust, its successors and/or assigns.

1.17 "First Mortgagee" shall mean an institutional lender, or the Developer, where applicable, who has a bonafide first lien upon any lot within the Development, which lien has been recorded in the Official Records of Duval County, Florida.

1.18 "Intended for Use" shall mean the anticipated or designated use of various parcels within the properties.

1.19 "Affiliate" shall mean any corporation where more than fifty (50%) percentum of the voting stock is owned or controlled by the Developer and any partnership or joint venture in which the Developer has more than fifty (50%) percentum proprietary interest.

1.20 "Master Plan" shall mean the planned use development of The Woods as approved by the City of Jacksonville, Florida, under Ordinance 72-1077-535, as amended, or as may be amended from time to time.

1.21 "Assessments" shall mean charges assessed by the Association.

ARTICLE II

THE PROPERTIES

2.1 Property: All of the real property defined in Article I, Section 1.3, which is described in Schedule "A" attached hereto, excluding Common Properties, is sometimes herein referred to as the "Property". The Developer intends to develop the Property, future Common Properties and the Development in accordance with its Master Plan more particularly herein described. However, Developer reserves the right to review and modify the Master Plan at its sole option and discretion from time to time based upon a continuing research and design program. The Master Plan shall not bind the Developer, or its successors and assigns, to adhere to its provisions in the development of the land shown thereon. Subject to its right to modify the Master Plan, Developer may, at its option, convey to the Association, as provided herein, those parcels of land designated as properties which may be transferred to the Association on the Master Plan, in the reasonable exercise of its discretion, without regard to the relative location of such portions or sections within the overall Plan. The Developer shall not be required to follow any predetermined sequence or order of improvements and developments. It may bring within the Plan all of these Covenants, additional lands and develop the same before completing the development of the Existing Properties. The Developer shall have the full power to add, subtract from or make changes in the Master Plan, regardless that such changes may alter the relative voting strength of the various classes of membership of the Association.

2.2 Common Properties: The Common Properties, as more particularly defined in Section 1.5, above, shall be that real property which is owned by or hereafter shall be conveyed to the Association by the Developer to the benefit and for the use of the members of the Association, who shall acquire a right and easement of enjoyment in and to such Common Properties upon becoming an Owner. Further, any right, interest or easement in and to the Common Properties shall be strictly subject to the terms and conditions of any deed as well as the provisions of these

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Covenants, specifically including, without limitation, Article IV, together with other limitations and/or restrictions imposed by the Articles of Incorporation and By-Laws of the Association and any rules and regulations promulgated thereunder or in connection therewith.

2.3 Additions to Property or Common Properties: Additional lands may become subject to this Declaration in one (1) or more of the following procedures:

(a) Additions: The Developer shall have the right, without further consent of the Association, to subject to this Declaration, additional property and additional common properties in future stages of development. The additions authorized under this and the succeeding subsections hereof shall be made by filing a Declaration of Covenants and Restrictions with respect to the additional properties and/or additional common properties which shall extend the operation and effect of these Covenants and Restrictions or the Declaration to such additional property or properties. The Declaration to be filed may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the added properties, and which are not otherwise inconsistent with the Plan or this Declaration. Anything in this Amended Declaration to the contrary notwithstanding, the additional properties referred to in this paragraph 2.3(a) shall be limited to, and the scope of this paragraph shall be limited to, properties within The Planned Unit Development, provided, however, that all or any part of Hodges Boulevard may be subjected to this Declaration as above provided.

(b) Other Additions: Upon approval, in writing, of the Association pursuant to a three-fourths (3/4) vote of such membership at a duly assembled and called meeting, the Owner of any property or properties who desires to add and make subject such property or properties to the Plan of these Covenants and the jurisdiction of the Association, may file and/or record a Declaration of Covenants and Restrictions with respect to the additional property or properties which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Declaration to be filed may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Association to reflect the difference in character, if any, of the added properties and which are not otherwise inconsistent with the Plan of this Declaration.

(c) Mergers: Upon a merger or consolidation of the Association with another Association, as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law and by the provisions hereof, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations or another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration with existing properties of The Woods and/or Common Properties, together with the Covenants and Restrictions established upon any other properties as one (1) plan, except as hereinafter provided. No such merger or consolidation shall affect any revocation, modification or addition to the Covenants established by this Declaration within the Existing Properties and/or existing Common Properties.

2.4 Woods Tennis and Swim Club: The Association shall operate a Tennis and Swim Club ("Club") for the purpose of proper operation and maintenance of the swimming pool facilities and tennis facilities, both present and future. All members shall be

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entitled to become members of Club, but shall not be required to do so, subject to the rules, regulations and fee requirements, as shall be established from time to time by the Board of Directors. Fees for the use of these facilities shall be in addition to any assessment described herein, but as to any member who also elects to become a member thereof, such rules, regulations and lien rights granted to the Association under the terms of these Covenants and Restrictions pertaining to assessments shall also apply to the fees established for Club. All new members of the Tennis and Swim Club (regardless of whether they are Tennis and Swim members, or just Swim members) shall pay to the Club a one-time non-refundable membership initiation fee of \$200.00 per family, which fee shall be deposited in the Club's Capital Improvement Fund, and used for capital improvements to the Club as the Board of Directors shall from time to time determine.

ARTICLE IIIASSOCIATION MEMBERSHIP AND VOTINGRIGHTS

3.1 Membership: Every Owner shall be a member of the Association; provided, however, that any person or entity who holds such title merely as security for the performance of an obligation shall not be a member of the Association, nor shall a mortgagee, who has acquired title pursuant to foreclosure, deed in lieu of foreclosure or similar legal procedure and has not held such title for a period of twelve (12) calendar months, be or become a member of the Association. The Developer shall be a member of the Association to the extent of lots owned by it. Notwithstanding the foregoing, the Developer's mortgagees, if any, who acquire title by reason of foreclosure or deed in lieu thereof, shall be a member of the Association.

3.2 Voting Rights: The Association shall have the following classes of voting membership:

(a) Class "A": Except as otherwise provided in these Declarations, Class "A" members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote for each lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to any lot. The designation of the voting member shall be made, as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

(b) Class "B": The Class "B" member shall be the Developer, its successors or assigns. Until termination of the Class "B" membership, Class "B" members shall be entitled to an equal number of votes as cumulatively held by all Class "A" members, plus one (1) additional vote. The Class "B" membership shall cease when the entire planned unit development has been platted and fee simple title to more than ninety (90%) percent of all lots in the planned unit development has been conveyed by the Developer, or its successors and assigns, at which time, Class "B" membership shall be converted to Class "A" membership.

ARTICLE IVPROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Enjoyment of Easements by Members: Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association,

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every member shall have a right and easement of enjoyment to the Common Properties, which right and easement shall pass with the transfer of title of every lot.

4.2 Title to Common Properties: Developer covenants for itself, its successors and assigns, that it shall convey to the Association by deed those parcels of land provided for in Article II hereof, at such time, and from time to time, as the Developer, in the exercise of its sole discretion, deems advisable. Said parcels of land may be conveyed to the Association, subject to all restrictive covenants of record at the time of the conveyance.

4.3 Extent of the Easements of Members: The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its By-Laws, and in accordance with the provisions of Article VI hereof, to borrow money from the Developer or any other lender for the purpose of improving and/or maintaining the Common Properties, and providing the services authorized herein, and in aid thereof to mortgage said properties; and

(b) The right of the Association, as more particularly provided in its By-Laws, to suspend the enjoyment of rights to any member or any tenant of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations of the Association, shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and

(c) The right of the Association to Charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(d) The right of the Developer or the Association by its Board of Directors to dedicate or transfer to any public or private utility, easements upon any part or all of the Common Property, provided the same shall not materially impair the right to use the Common Properties; and

(e) The right of the Association to convey all or part of the Common Properties (including any leasehold interest) to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed to by the members; provided that no such sale or gift or determination as to the purposes thereof or otherwise as to the condition thereof, shall be effective unless such dedication, sale or gift has been approved in accordance with the By-Laws.

4.4 Relocation or Replacement of Power Lines: It is understood and agreed to by the Developer and the Association that if grades, lot lines and/or streets are changed requiring a relocation or replacement of Jacksonville Electric Authority power lines previously installed, that the holder of title to the Common Properties is responsible to the Jacksonville Electric Authority for the cost of such relocation or replacement and that until conveyance of the Common Properties to the Association is made, Developer is responsible for such costs and after conveyance by Developer, the Association is the responsible party.

ARTICLE V

MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation: Every Owner, excluding the Developer, by accepting a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

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(a) Annual maintenance assessments or charges; and

(b) Special assessments or charges as stated in Section 5. of this Article, which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon, and cost of collection therefor, as hereinafter provided, shall be a charge and continuing lien on the real property and the improvements thereupon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessment fell due. In the case of co-Ownership of a lot, all co-Owners (whether they have a divided or undivided interest) shall be jointly and severally liable for the entire amount of the assessment.

5.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the improvements, maintenance and operation of the Common Properties and services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repairs, replacement and additions to Common Properties, as well as the payment of the cost of labor, equipment materials, management and supervision, necessary to carry out its authorized functions, together with the payment of principal, interest and other charges connected with loans made to the Association for the purpose of enabling the Association to perform its authorized functions.

5.3 Basis and Maximum for Annual Assessments: Commencing January 1, 1982, the annual assessment shall not exceed the following except as otherwise provided herein:

MAXIMUM ASSESSMENTS

Family Dwelling Lot (improved)	\$383.33 annually (\$31.95 per month)
Multi-Family Lot (improved)	\$383.33 annually (\$31.95 per month)
Patio-Home Lot (improved)	\$383.33 annually (\$31.95 per month)
Duplex Lot (improved)	\$383.33 annually (\$31.95 per month)
Lot (unimproved)	\$191.67 annually (\$15.98 per month)

Commencing as of January 1, 1983, the foregoing maximum annual assessments may be increased by the Board of Directors by an amount (the "maximum authorized annual adjustment") not exceeding ten (10%) percent of the maximum assessment charged (or chargeable even if not charged) for the immediately preceding assessment year, it being the intention that the maximum increase permitted to be charged by the Board of Directors shall be computed as if all permissible increases for all prior assessment years, commencing with January 1, 1982, had in fact been charged. Any charge in excess of such maximum authorized annual adjustment shall require approval of the members in accordance with the By-Laws. If the Board of Directors charges an annual assessment in an amount less than the maximum allowable, and it is subsequently determined by the Board that the amount charged should be increased, the Board shall have the power to do so ("supplemental annual assessment"), but in no event shall the sum of the initial and supplemental annual assessment in any one (1) year exceed the applicable maximum, plus the maximum authorized annual adjustment hereunder.

5.4 Special Assessments for Improvements and Additions: In addition to the annual assessments authorized by Section 5.3 of this Article, the Board of Directors may levy special assessments for the purposes set forth in Section 5.2, subject to the approval of the members in accordance with the By-Laws.

5.5 Allocation of Assessments: Notwithstanding anything herein contained to the contrary, the assessments (annual and special) charged to all improved lots shall be equal to each other, and the assessments (annual and special) charged to all unimproved lots shall be equal to each other. Unimproved or unplatted lots owned by the Developer shall not be subject to assessment, except as expressly provided in this paragraph, anything contained in this Declaration or in any other document to the contrary notwithstanding. After 1983, the Developer may be charged annual assessments for platted, unimproved lots which are subject to this Amended Declaration. The charge therefor shall be at the rate of \$60.00 per such lot per year; and they shall be due and payable at the rate of \$5.00 per month or any part thereof, per such platted, unimproved lot. Such charges shall be subject to the same proportionate increase in assessment after 1983 as shall be charged to all other members of the Association under Section 5.3 hereof. For the purposes of the foregoing, a lot shall be deemed unimproved until a residential structure has been completed thereon and a certificate of occupancy has been issued by the appropriate governmental authority, at which time the lot shall be deemed improved. There shall be no charge to the Developer for unplatted land owned by the Developer.

5.6 Date of Commencement for Annual Assessments: The annual assessments provided herein shall be payable on a date to be fixed by the Board of Directors. Annual assessments shall be for the calendar year. The Board of Directors of the Association shall have the power to determine the manner of payment of annual assessments (such as lump sum or monthly installments) provided that the annual assessments shall be due and payable at least annually and shall not be extended from year to year. The due date of any special assessment authorized under this Article shall be fixed by the Resolution authorizing such assessment.

5.7 Duties of the Board of Directors: The duties of the Board of Directors of the Association are to fix and determine the regular annual assessments and those duties as are specifically provided for in this Declaration and in the Association's By-Laws and Articles of Incorporation. The Association shall, upon demand at any time, furnish to any lot owner liable for said assessment, a certificate, in writing, signed by the Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.8 Effect of Non-Payment of Assessment: If the assessment is not paid on the date when due, such assessment shall become delinquent. Such assessment, together with interest thereon at the highest rate permitted by law, together with all costs of collection (including reasonable attorney's fees) shall become a charge and continuing lien on the lot and all improvements thereon. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation and shall not be a personal obligation of his successors in title, unless specifically assumed by them. If the assessment is not paid within thirty (30) days from its due date, the Association and/or its assigns may bring action against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Any judgment entered therein shall contain an award to the Association of its reasonable attorney's fees.

5.9 Exempt Property: The following property, individuals or entities subject to this Declaration shall be exempt from the assessments and liens created herein:

(a) The grantee of and conveyances made for the purpose of granting utility easements;

(b) All Common Properties as defined herein;

(c) All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

6.1 Ownership and Maintenance of Common Properties: The Association shall be authorized to own and maintain Common Properties devoted to the following areas:

(a) For roads or roadways, streets, avenues and parkways along the roads or streets throughout the properties.

(b) For sidewalks, walking paths or trails, bicycle paths and bridle paths throughout the properties and Development.

(c) For police and fire protection, including police stations and/or guardhouses, police equipment and fire stations, together with fire-fighting equipment.

(d) For health care, including hospitals, clinics or medical centers and the equipment necessary to operate such facilities.

(e) For providing any services as may be authorized by the Board of Directors in accordance with the By-Laws of the Association.

(f) For purposes which are set out in deeds by which the Common Properties are conveyed to the Association.

(g) For recreational facilities of any nature, community meeting facilities and commercial or service centers which serve or are otherwise located within the Development.

6.2 Obligations of the Association: The Association shall not be obligated to provide any of the functions or services specified in Section 6.1. The functions and services to be provided by the Association at any particular time shall be determined by the Board of Directors of the Association.

6.3 Mortgage and Pledge: The Board of Directors of the Association, after authorization by an affirmative vote of the members in accordance with the By-Laws, may mortgage the property of the Association and pledge the revenues thereof as security for loans to be made to it, for the purpose of carrying out the authorized functions of the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Architectural Approval: No building, dwelling, wall, fence, swimming pool, walkway, driveway, or other structure shall be constructed, erected or maintained by anyone (excluding the Developer), under or upon the Common Properties, nor shall any landscaping be done, or shall any exterior addition to any existing structures or changes or alterations therein be made, until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved, in writing, by the Architectural Control Committee, in accordance with the By-Laws and by the Developer. No dwelling, building, wall, fence, swimming pool, walkway, driveway or other structure shall be constructed, erected or maintained upon any family dwelling lots, multi-family lots, patio-home lots or duplex lots, nor shall any landscaping be done, nor shall any exterior additions or modifications to existing structures be effected by

anyone (excluding the Developer) until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, by said Architectural Control Committee, and by the Developer.

ARTICLE VIII

COVENANTS FOR THE BENEFIT OF INSTITUTIONAL FIRST MORTGAGEES

8.1 Registry of Owners: The Association shall at all times maintain a registry listing the names of the fee simple title owners of each lot. In the event of the sale or transfer of any lot to a third party, the purchaser and transferee shall be obligated to notify the Association, in writing, of the transaction and the interest of such transferee in such lot, together with the recording reference information for the instrument of conveyance. In addition, the transferee shall be obligated to advise the Association, in writing, of any mortgages encumbering any such lot, the amount thereof and the recording information pertaining thereto. In the absence of or failure by the Owner or mortgagee to formally and fully notify the Association of the name and address of any and all mortgagees, together with an accurate description of the lot, then and in such event, the Association shall not be obligated to furnish notice to any such mortgagee of any action taken or contemplated hereunder, but the mortgagee shall be bound thereby. The mortgagee, for its security and protection, may notify the Association of the existence of such mortgage, and upon receipt of such notice, the Association shall register such information as to the particular lot so encumbered. Thereupon, the Association shall be obligated to furnish such mortgagee notice as required by the By-Laws of the Association and/or by this Declaration, of any action to be taken under Declaration and/or By-Laws of the Association. Such notice shall be in a form and manner as otherwise prescribed herein.

8.2 Temporary Abatement of Assessments: An institutional first mortgagee who acquires title of a lot by virtue of foreclosure sale or deed in lieu of foreclosure, shall acquire such property free from the lien of any unpaid assessments or charges against the encumbered unit which accrued prior to the time such mortgagee so acquired title to such unit and for twelve (12) months thereafter, or until a conveyance thereof by the mortgagee, whichever is the earlier. However, this provision shall not exempt or abate the liability of the mortgagee as an Owner of said property at any time during ownership for the liability resulting from the proration upon all members and owners of the Association of sums representative of unpaid assessments or charges resulting from an allocation of such unpaid assessments or charges among all units of the said Unit, including the unit or lot so owned by each such mortgagee.

8.3 Inspection of Books and Records by the Mortgagee: Any institutional first mortgagee who has furnished to the Association notice of its mortgage, including the name of the Owner, amount, date of execution and recording references, shall have the right to examine such books and records of the Association at any reasonable time during regular business hours or at any meeting called by the Association for the conducting of business.

8.4 Recovery of Advancement for Protection of Mortgagees' Interest: Any institutional first mortgagee who has registered with the Association as above provided may, after thirty (30) days written notice to the Association forwarded by certified mail, postage prepaid, individually or together with other mortgagees advance and pay out taxes and other charges which are in default and constitute a legal obligation of the Association which have or may become a charge against the Common Property or any portion thereof;

provided, however, notwithstanding the foregoing, any institutional mortgagee, without prior notice may pay overdue premiums on hazard insurance policies or secure a new hazard insurance policy upon the lapse of any policy or insurance covering the planned unit development Common Property or portion thereof. Such mortgagees making such payments shall be entitled to reimbursement within thirty (30) days after written notice of such payment. However, the Association shall not be responsible to reimburse or repay advancements or disbursements which do not constitute a legal obligation of the Association.

8.5 Priority in Awards for Condemnation of Other Loss: Neither this Declaration, nor any amendment or modification hereto, shall establish or grant to an Owner or any party priority over those rights of the first mortgagees of units within the planned unit development consistent with and in accordance with the rights contained in the instrument of indebtedness and security in the event that a distribution is made to unit or lot owners of condemnation awards or insurance proceeds in connection with losses to or the taking of a planned unit development Common Property.

ARTICLE IX

GENERAL PROVISIONS

9.1 Minimum Square Footage of Dwellings: All single-family dwellings to be constructed upon a lot or lots zoned for a maximum density of two such dwellings or units per acre, shall contain a minimum of two thousand (2,000) square feet of enclosed living area. All single-family dwellings constructed upon a lot or lots zoned for a maximum density of more than two such dwellings or units per acre, but not more than four such dwellings or units per acre, shall contain a minimum of one-thousand-five-hundred-fifty (1,550) square feet of enclosed living area. All other family dwelling units, including, but not limited to, patio units, apartment units, condominium units and duplex units, shall contain a minimum of seven hundred (700) square feet of enclosed living area. Specifically excluded from "enclosed living area", without limitation, are garages, open porches, terraces, and other covered areas which are not fully enclosed for the purpose of heating and/or air conditioning consistent with the main design of the residence.

9.2 Location of Dwelling on Lot: In order that the dwellings and structures to be located upon any lots will be consistent with the ecological constraints and topography of each lot, taking into consideration the location of trees and other desirable ecological habitat, the Developer reserves for itself, its successors and assigns, the right to control absolutely and solely the location of the precise site of any dwelling or structure upon all lots. Such location shall be determined only after a reasonable opportunity is granted to the lot Owner to recommend a specific site location for the dwelling and in the event an agreed location is stipulated, in writing, and to the contract of purchase, such provision shall constitute an automatic approval by the Developer for the location thereof. This section and any approval by the Developer with respect to the location, type and aesthetic appearance of any dwelling shall conform and be subject to the Code of the City of Jacksonville. The Developer may assign to the Association of Architectural Control Committee the right to make such decisions.

9.3 Completion of Construction: Construction of all single-family dwellings and patio home units must be completed within six (6) calendar months after commencement of construction or the filing of a Notice of Commencement, whichever is the earlier.

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Construction of all other dwellings must be completed within one (1) year (twelve calendar months) after the commencement of construction or the filing of a Notice of Commencement, whichever is the earlier. However, the builder or Owner, whichever is applicable, shall be entitled to an automatic extension as a result and during the duration of unlawful strikes, national emergencies, civil disruption, acts of war or of God. In addition, the Developer, upon written application from affected parties, in its sole discretion, may grant such extension or extensions as it may deem reasonable and necessary to permit the completion of construction beyond the time required hereunder where the extension will prevent substantial hardship to builder or Owner. Notwithstanding the failure to complete such construction within such time periods, whether or not so extended by the Developer, the assessments respecting such lots shall, upon the expiration of such time period, be computed on the basis of an improved lot. The foregoing shall be in addition to any other remedy which the Developer or Association may have.

9.4 Upkeep and Maintenance of Dwellings and Lots: It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on any family dwelling lot or family dwelling unit which shall tend to decrease the effect of the aesthetic appearance of the development or specific areas therein.

9.5 Conduct of Residents: No noxious or offensive activity shall be conducted or carried on, in or upon any lot or family unit. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become noxious, dangerous, unsightly, unpleasant, or which shall otherwise diminish or destroy the aesthetic appearance or quiet enjoyment of residents or tenants within the development. The Association, and its officers and agents, hereby is specifically authorized to enter upon any lot and remove or correct any such condition and the Owner and tenant thereof shall be responsible for all reasonable fees, charges and expenses incurred in the correction or removal of such condition, object or thing.

9.6 Insect and Fire Control: In order to implement effective insect, reptile and fire control, the Developer reserves the right for itself, the Association and the agents of both, to enter upon any lot and mow, remove, clear or cut underbrush, weeds and other unsightly growth which, in the sole discretion of the Developer, detracts from the aesthetic appearance, safety and quiet enjoyment of the residents or Owners of the Development. The Association and/or the Developer, whichever perform such service, shall be entitled to be paid for such services, including a reasonable sum for the time of personnel and machinery by the Owner of the lot. Such statement shall be mailed to the last-known address of the Owner as may be determined from the books of the Association or the public records of Duval County, and the said costs are to be paid within thirty (30) days after such notice, failing which the Developer and/or the Association, whichever is applicable, shall file a Claim of Lien and the same shall constitute a lien upon the said Owner's lot until all amounts, together with interest at the highest rate permitted by law, has been duly paid. The entrance by the agents or representatives of the Developer and/or the Association for the purpose of mowing, cutting, clearing or pruning shall not constitute a trespass, and the Developer and the Association reserves unto themselves the right and easement to enter upon any such lot prior to construction or improvement for the clearing, cutting and removal as aforementioned, and to likewise enter upon such lot to remove unsightly trash, garbage and other waste matter. The Developer and/or the Association, whichever is applicable, shall be entitled to a reasonable charge for its services, and the same shall constitute a lien in the same manner as aforesaid. The provisions of this Section shall not constitute an obligation on the

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part of the Developer and/or the Association to mow, cut, clear or prune or otherwise remove garbage or trash from any lot or unit of the Development.

9.7 Signs: No commercial signs, including "For Rent", "For Sale", and other similar signs shall be erected or maintained on any lot, except with the written permission of the Developer or except as may be required by legal proceedings. The Developer reserves the right to restrict size, color and content of signs permitted by it to be erected upon any lot or unit within the Development. Property identification and street numbers exceeding a combined total of more than two (2) square feet shall not be erected without the written permission of the Developer.

9.8 Parking Spaces for Boats, Trailers and Trucks: Each lot and unit Owner shall provide space for two (2) automobiles off the street prior to the occupancy of any dwelling constructed on any said lot or unit in accordance with reasonable standards which from time to time may be established by the Developer. No boats, boat trailers, trucks (other than pick-up trucks), motor homes or recreational vehicles shall be parked on any lot or unit except within a specifically barricaded and screened area, so that such vehicle cannot be observed from the street. Commercial vehicles for pick up and delivery services only may, on a temporary basis, constitute an exception to this Section.

9.9 Garbage Receptacles: Each lot and unit Owner shall provide a receptacle for garbage and a screened area not within the general visibility of the roads and streets or otherwise provide underground garbage receptacles in accordance with standards established by the Developer and/or the Association.

9.10 Sanitary Sewerage: Prior to the occupancy of a residence on any lot or unit, proper and suitable provisions shall be made for the disposal of sewerage by connection with the sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer, its licensees, successors or assigns. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners, their successors or assigns, shall connect up to and be serviced by this Utility and no other. The Utility, its licensees, successors or assigns, shall operate and maintain the sewerage systems, including the sewerage treatment plant in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewerage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State Board of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewerage disposal system on any lot so long as the Utility shall furnish or agree to furnish said lot adequate sewerage disposal.

9.11 Water Service: No private water wells may be drilled or maintained on any residential lot, except as hereinafter set forth, so long as the Utility, its licensees, successors, agents or assigns, plans to install or has installed a water pressure in such line adequate for such normal household use in dwellings served by such distribution line. The Utility, its licensees, successors and assigns, shall lay and maintain water lines accessible to each lot so as to properly service each lot with potable water and the Utility will maintain sufficient pressure on said water lines so that users may have ample supply at all times subject only to acts of God or other conditions beyond the control of the Utility. The Utility shall have the exclusive right and duty to service the lots and improvements constructed thereon which are the subject of these

provisions, and the lot and unit owners, their successors and assigns, shall be obligated to use the same and no other. Each homeowner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for said well is to provide water for lawn, ornamental shrubs, outdoor plantings, heat pumps or air conditioning units.

9.12 Water and Sewerage Charges: The connection fees and charges for water and sewer services shall be as established by the Utility and as regulated by appropriate governmental authorities.

9.13 Garages: All garages constructed by the Owners of said lots or units must be constructed as part of the same building as the residence building, such garage being considered as a part of such residence building and its construction shall be governed by the Restrictive Covenants contained herein governing residences.

9.14 Utility Easements: The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, under or over the following:

(a) The rear ten (10) feet of each lot; and

(b) As to the size of each lot, a single easement along and parallel to one side lot line, which easement shall be ten (10) feet in width, or at the Developer's sole discretion, easements along each of the two opposite side lot lines, which easements shall aggregate ten (10) feet in width, and the respective widths of which shall be determined by the Developer, in the sole exercise of its discretion.

(c) Anything herein contained to the contrary notwithstanding there shall be a minimum of ten (10) feet of space between adjacent structures of improvements, which may be erected upon each lot within this unit of the subdivision.

(d) In the event of a corner lot, the Developer shall, in the exercise of its sole discretion, determine which is the front lot line and which are the side lot lines.

(e) Each Owner shall be obligated to indicate on his plans for improvements submitted pursuant to Article 7.2 hereof, the location of all of said easements.

(f) In addition to the foregoing, the Developer, and its successors and assigns, may, within the easements so reserved, cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance.

(g) The Owner of any lot shall be responsible for the mowing, maintenance and upkeep of the portion of the lot which is subject to the utility easements provided for herein.

Such easements and rights expressly include the rights to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas upon walkways, roadways, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the Owner thereof. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be construed as an obligation of the Developer to provide or maintain any such utility or service.

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9.15 Temporary Structures: Subject to the provisions of Section 9.25, no structure of a temporary character shall be placed upon any lot at any time. Further, permissible temporary structures located or erected under the provisions of Section 9.26 shall not at any time be used as a resident or permitted to remain on the lot after the time specified for removal under Section 9.25.

9.16 Mobile Homes: Other than temporary location of trailers or mobile homes for Contractors as permitted under Section 9.25, no trailer or mobile home shall be placed on any lot at any time.

9.17 Storage Facilities: No fuel tanks or similar storage receptacle may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Section 9.18 herein, or buried underground.

9.18 Screening Fences: Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location, must be approved by the Developer prior to construction.

9.19 Trees: No trees may be removed without the written approval of the Developer, unless located within ten (10) feet of the main dwelling, or within ten (10) feet of the approved site for such building.

9.20 Duration and Amendments: The Covenants and Restrictions of this Declaration shall run with and bind the land and inure to the benefit of and be enforceable by the Association, Developer or the Owner of any land subject to this Declaration by respective legal representatives, heirs, successors and assigns for a period of twenty (20) years from the date this Declaration is recorded after which time Covenants shall be automatically extended for successive periods of ten (10) years unless the members, in accordance with the By-Laws, approve the duration change in the Covenants and Restrictions. The Covenants may be amended at any time by the members in accordance with the By-Laws. For twelve (12) months immediately following the recording of this instrument, the Developer to these Covenants, without the consent of the membership, may modify or amend any provision hereof, which Developer, in its sole discretion, deems necessary or desirable. The Developer shall not, by reason of the authority herein reserved, have the right to alter the amount or method of determination of annual or special assessments.

9.21 Notice: Any notice required to be furnished to any member, owner, or mortgagee, under the provisions of this Declaration shall be conclusively deemed to have been properly submitted and given when mailed, postage prepaid, by United States Mail, to the last-known address of the person who appears as such member, owner or mortgagee on the records of the Association at the time of such mailing. Notice to one (1) or more co-owners of any family dwelling unit, multi-family lot, patio-home lot or duplex unit shall constitute notice to all other co-owners. It shall be the obligation of every member, owner and mortgagee to immediately notify the Secretary of the Association in writing of any change of address.

9.22 Enforcement: Enforcement of these Covenants and Restrictions may be by any proceeding in Court of competent jurisdiction against anyone violating or threatening to violate the Covenants and Restrictions or circumvent any such Covenants and Restrictions, such proceeding to restrain violation and/or to recover damages therefor, and may include an action against the land as well as to enforce any lien created hereby. Failure by the Association, Developer or any Owner to enforce any Covenant or Restriction herein contained shall not at any time be deemed a

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waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorney's fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

9.23 Severability: If any Covenant or Restriction herein contained or any Article, Section, Sub-Section, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

9.24 Construction and Interpretation: The Board of Directors of the Association shall have the right to decide all issues arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions. Accordingly, such construction and/or interpretation shall be final and binding upon all parties affected thereby and in all questions of law, this instrument shall be construed under the laws of the State of Florida. In all cases, the provisions hereof shall be given that interpretation or construction which best effects the consummation of the general and Master Plan. To the extent that any improvement heretofore constructed was in compliance with any Covenants and Restrictions in effect at the time of such construction, which Covenants and Restrictions are being replaced hereby, then said improvement, as long as the same shall exist, shall not be deemed in violation hereof.

9.25 Temporary Accommodations for Builders: Contractors and Subcontractors who are actively engaged in the erection of any improvement on a lot shall be entitled to locate upon such lot trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the constructions of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days from the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any lot beyond the actual time for construction plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these Covenants and Restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

9.26 Legal Organization of Developer and Restrictions on Liability: The name First Pennsylvania Mortgage Trust refers to the Trustees (as Trustees, but not individually) under the Declaration of Trust dated as of March 31, 1970, as amended, to which reference is hereby made (and a copy of which is on file with the Secretary of the Commonwealth of Massachusetts), and as provided therein, no Trustee, officer, agent or shareholder of said Trust shall be held to any personal liability in connection with any obligation entered into or incurred on behalf of said Trust, and any person dealing with said Trust, shall look solely to the Trust Estate for the payment of any claim or for the performance of any obligation thereof.

IN WITNESS WHEREOF, this instrument has been executed
the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Richard G. Kory
(As to Developer)

Jack Phillips
(As to Developer)

FIRST PENNSYLVANIA MORTGAGE TRUST

BY: [Signature]
As Trustee and not individually

STATE OF Delaware
COUNTY OF New Castle

I hereby certify that on this day, before me, an officer
duly authorized in the State and County aforesaid to take acknow-
ledgements, personally appeared Philip C. Ellinger
as Trustee, and not individually, of the First Pennsylvania Mort-
gage Trust, a Massachusetts Business Trust, to me known to be the
person described in, and who executed the foregoing instrument and
he acknowledged before me that he executed the same for the purposes
therein expressed.

WITNESS my hand and official seal in the County and State
last aforesaid, this 7th day of September, 1982.

Judith P. Dolan
Notary Public

Judith P. Dolan, Notary Public
New Castle County, Delaware
My Commission expires April 1, 1985

My Commission Expires:

April 1, 1985

SCHEDULE "A"

Unit IV of The Woods, as recorded in Plat Book
Pages

82- 59635
SEP 23 4 39 PM '82

FILED AND RECORDED IN PUBLIC
RECORDS OF HIGHLAND COUNTY, FLA.

[Signature]

CLERK OF CIRCUIT COURT