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THIS INSTRUMENT PREPARED BY:
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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR HIDDEN CREEK ESTATES

THIS DECLARATION, made as of the 31st day of August, 1990, by THOMAS M. BURNS and FRANCIS JOSEPH BURNS, hereinafter referred to as "Developer."

W I T N E S S E T H :

WHEREAS, Developer is the owner of the following described real property, situated in St. Johns County, Florida; and

WHEREAS, the following described real property is not subject to any covenants or restrictions of record; and

WHEREAS, Developer desires to place covenants and restrictions of record as to the real property, and to limit the use of the property as set forth herein.

WHEREAS, Developer deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all of the common property as defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations and collect and disburse the assessments as provided.

NOW THEREFORE, Developer hereby declares that the following described real property, in St. Johns County, Florida, to-wit:

All the land described and contained in the Plat of Hidden Creek Estates, according to Plat thereof recorded in Map Book 24 Pages 52 through 55, Public Records of St. Johns County, Florida,

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of protecting the value, environmental integrity and desirability of, and which, shall be covenants and restrictions to run with the real property and binding on all parties having any right, title or interest in the real property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereafter.

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings.

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Hidden Creek Estates Howeowner's Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible for under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.5 "Common Property" shall mean and refer to those tracts of land and improvements deeded to the Association for

the common use and enjoyment of the owners. All common property is intended for the common use and enjoyment of the owners subject to any rules and regulations adopted by the Association and subject to all use rights reserved by the Developer.

1.6 "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat and any subsequently recorded subdivision plat of any additional contiguous land made subject to this Declaration.

1.7 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the subdivision plat referred to herein and any sudivision plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those handling title merely as security for performance of an obligation.

1.8 "Property" shall mean and refer to that certain real property described on page 1 and any additional contiguous property made subject to this Declaration.

ARTICLE II

ARCHITECTURAL CONTROL

2.1 No lot clearing, tree removal, buildings or structures, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Developer shall be commenced, erected or maintained upon the property, nor shall any exterior addition to, or change be made until all construction and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the improvements have been submitted to and approved in writing by the Architectural Review Board composed of the Developer, or such agent or agents as may be appointed by the Developer, in its sole

discretion, as to quality of workmanship and materials, sensitivity to the environment, harmony of external design with existing buildings or structures, energy efficiency of improvements, preservation of natural resources, location of the building or structure with respect to topography and finish grade elevation, and as to compliance with the provisions of this Declaration. The plans shall be either approved or disapproved by the Architectural Review Board within fifteen (15) days following submittal. Construction of approved improvements shall be completed within a period of nine (9) months from date construction is begun.

At such time as the Developer ceases to be a Class B member of the Association, as defined in Article IV, the members of the Architectural Review Board shall be appointed by the Board of Directors of the Association.

3.2 The Architectural Review Board (hereinafter "ARB") shall have the following powers and duties:

(1) To draft and adopt, from time to time, achitectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate. The overall criteria and theme of the Developer in the drafting of the covenants and restrictions is to preserve the natural ecosystem of the property while allowing for development, which to the extent possible, preserves the environment while adopting energy efficient and natural resource preserving methods of construction. In addition to the other criteria outlined within these documents, the ARB, in promoting these guidelines would encourage the following, cited as an example, but not in limitation: the use of screened in porches, large and multiple windows and large roof overhangs

to encourage and facilitate a high volume of airflow, thus eliminating or reducing the need for air conditioning, the use of woodstoves and fireplaces for heating purposes, solar hot water heating systems, aerobic septic systems, and the use of photovoltaic panels for lighting.

(2) To require submission to the ARB of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any lot clearing, buildings or structures of any kind, including without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARB may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARB.

(3) To approve or disapprove any Proposed Improvement or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations. After the transfer of control of the ARB by the Developer, any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review. The determination of the Board upon reviewing any such decision shall in all events be dispositive. During the

time the Developer is a Class B Member, determination by the ARB shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic and environmental impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARB, and shall bear all costs and expenses of such restoration including costs and reasonable attorneys' fees of the ARB.

(6) The ARB is hereby authorized to incur such charges as it deems necessary to cover the cost of review of the plans and specifications.

ARTICLE III

USE RESTRICTIONS

3.1 No lot shall be used for any purpose except for single family residential. No building other than one (1)

single-family dwelling, not to exceed 35 feet in height, may be constructed on any one lot. All garages, utility rooms, porches, and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,500 square feet, including screened-in porches, but excluding garages and other unheated areas. No business or commercial buildings or equipment may be erected or kept on any lot.

3.2 No structures shall be erected less than seventy-five (75) feet from the front line, twenty (20) feet from the rear lot line or less than twenty (20) feet from the sides of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond these setback limits.

3.3 A minimum of forty (40%) percent of the overall surface area of each lot must be left undisturbed and with its natural, existing vegetation. No lot clearing shall be allowed within fifty (50') feet from the front of each lot line, twenty (20') feet from the rear lot line, or less than fifteen (15') feet from the side of any other lot of different ownership or street. The property owner shall be allowed to clear an access drive-way from the street fronting the lot, having a maximum cleared width not to exceed twenty-five (25') feet. No culverts shall be used for any driveway. All driveway plans must be approved by the Architectural Review Board prior to commencement of construction. Prior to any lot clearing, the lot owners must obtain approval from the Architectural Review Board. All lots shall remain uncleared, in its natural state, until a lot is to be used for building purposes.

3.4 No fence shall be permitted upon any lot which is over six (6') feet in height. All fences must have prior approval from the Architectural Review Board as to type,

location, size or construction. No fences may be installed from the front of a residence to the front lot line.

3.5 No recreational vehicles, boats or campers may be kept or parked on any lot or driveway unless they are completely shielded from view from any roadway or street.

3.6 No lot or lots shall be resubdivided.

3.7 No mobile home, trailer, camper, prefabricated dwelling, or barn shall be permitted on the property either temporarily or permanently.

3.8 No sign of any kind shall be displayed on any lot except upon prior approval of the A.R.B.

3.9 No satellite dishes or television antennas shall be installed unless they are screened from view from any street or roadway. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Review Board.

3.10 No non-organic fertilizers, insecticides, herbicides, pesticides, including bug and insect exterminating poisons, or lawn spraying poisons shall be dispensed on any part of the yards or exterior portions of the property.

3.11 No hunting of any kind is allowed on any portion of the property.

3.12 No mailboxes shall be erected without the prior approval of the Architectural Review Board.

3.13 No changes in the elevation of any lot shall be made which will interfere or alter the natural flow of water onto any existing lot or any of the properties adjoining the lots.

3.14 The main entrance door to any garage shall not face any street or roadway unless specifically approved by the Architectural Review Board.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Every owner of a lot, including Developer shall be a member of the Hidden Creek Estates Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of the lot.

4.2 The Association shall have two (2) classes of voting members as follows:

4.2.a Class "A" members shall be all owners with the exception of Developer and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members of the Association and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

4.2.b Class "B" member shall be Developer who shall be entitled to exercise five (5) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the the Class "B" membership, or five (5) years following the date of conveyance of the first lot, whichever occurs first.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENT

5.1 Developer hereby convenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each lot against which assessment is made. Each assessment, together with interest, cost, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

5.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of owners of lots in the property, for the improvement and maintenance of all common property and landscaped areas, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and for such other purposes as are set forth, permitted or implied in this Declaration, the Articles of Incorporation or By-laws.

5.3 The annual assessments authorized herein shall commence on July 1, 1993. Until such time, the Developer

agrees to be responsible for all common expenses. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date of the assessment. Notice of the annual assessments shall be mailed to every owner.

5.4 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection, including a reasonable attorney fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay any assessment, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. The Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by the lien, including any sums accruing after the lien has been recorded, have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for their assessments by abandonmnet of his or her lot.

5.5 In the event that any owner shall commence construction or land clearing on the property without first obtaining the written approval of the Architectural and Review Board, or modify any plans and specifications which were originally approved, but without obtaining approval for

such modifications, the Association shall be entitled to apply to a Court of competent jurisdiction to obtain an injunction, both temporary and permanent, prohibiting such construction. The injunction shall issue without the requirement of posting of a bond. In the event that the Association obtains such an injunction, then the property owner shall be responsible for the Association's Court Costs and reasonable attorney's fees, which shall be reduced to a judgment and shall become a lien on the lot of the nonconforming owner.

ARTICLE VI

EASEMENTS

6.1 For so long as Developer is a Class B member, Developer reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right of way in and over all roads and streets shown on the plat of the property, and also, in and to, a five (5') foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any Purchaser by accepting a deed to any lot does thereby waive any claim for damages against Developer, their successors or assigns

incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The Association in any such action shall be entitled to recover reasonable attorney's fees and court costs, which shall become a lien on the lot of the owner found to be in violation.

7.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

7.3 Any failure of the Developer or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

7.4 The Developer reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make them subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules

regulations and by-laws in the same manner and with the same effect as the original lot owners.

7.5 The power to alter, amend or vary those covenants and restrictions by recorded instrument is specifically reserved unto Developer for a period of five (5) years from the date of the recording of these covenants and restrictions, or until all lots have been sold, whichever is first.

7.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 31st day of August, 1990.

Signed, sealed and delivered in the presence of:

Regina W. Ray

Keith O Hyle

Thomas M Burns
THOMAS M. BURNS

Dewayne Mills

Keith O Hyle

Francis Joseph Burns
FRANCIS JOSEPH BURNS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared THOMAS M. BURNS, known to me to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 31st day of August, 1990.

Regina W. Ray
NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires: _____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 8, 1992

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF Catawba

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared FRANCIS JOSEPH

BURNS, known to me to be the individual described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14 day of August, 1990.

NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires: 9.14.92

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA

90 SEP -5 AM 11:16

Carl "Buddy" Markel
CLERK OF CIRCUIT COURT