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Prepared by and Return to:  
Julington Creek Plantation  
Property Owners' Association, Inc.  
c/o May Management Services, Inc.  
12627 San Jose Boulevard, Suite 501  
Jacksonville, Florida 32223

Public Records of  
St. Johns County, FL  
Clerk # 2007013721,  
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AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JULINGTON CREEK PLANTATION PROPERTY  
OWNERS ASSOCIATION, INC.

(Timber Trace)  
(Phase I)

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION (the "Amended and Restated Supplemental Declaration") is made this 20th day of February 2007, by **D.R. HORTON, INC. - JACKSONVILLE**, A Delaware corporation, authorized to do business in Florida ("Developer").

RECITALS:

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Pursuant to that Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the Public Records of St. Johns County, Florida, as such has been amended and supplemented (collectively the "Amended Declaration"), Atlantic Gulf Communities Corporation subjected certain property described therein to the covenants, conditions and restrictions in the Amended Declaration. Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to Julington Partners Limited Partnership pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida. Julington Partners Limited Partnership assigned its rights as developer under the Amended Declaration to Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1705, page 1368 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer subjected additional lands owned by it to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in Official Records Book 1004, Page 1870 of the

public records of St. Johns County, Florida (the "Supplemental Declaration"). A legal description of such property is attached hereto as Exhibit "1" and referred to herein as "Timber Trace".

D. Pursuant to Article VII of the Amended Declaration, Developer may amend the Amended Declaration at any time prior to turnover of control of the Association. Prior to transfer of control of the Association, at a duly called and conducted special meeting of the Board of Directors of the Association held on May 3, 2006 at which a quorum was present, the Developer and the committee comprised of Owners established to review and approve such requirements and restrictions agreed to amend the use and maintenance requirements and restrictions as contained herein. Developer has amended the Amended Declaration as provided herein as to Timber Trace to provide for the agreed upon use and maintenance requirements and restrictions in the interest of the owners or Living Units within Timber Trace and to protect and preserve the values of Timber Trace.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends and restates the Supplemental Declaration as provided herein. The Developer declares that Timber Trace shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, and reservations set forth in the Amended Declaration and as set forth in this Amended and Restated Supplemental Declaration. All such easements, covenants, conditions, restrictions and reservations shall run with title to Timber Trace and shall be binding upon all persons having and/or acquiring any right, title, or interest in Timber Trace or any portion thereof, unless otherwise indicated herein, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Timber Trace or any portion thereof and Timber Trace shall be deemed to be "Property" as such term is defined in the Amended Declaration. All capitalized terms herein shall have the same meaning as set forth in the Amended Declaration unless otherwise indicated herein.

In accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and Owners of Lots within Timber Trace shall be subject to the following terms, conditions, covenants, and restrictions:

1. **Residential Lots.** All Lots in all blocks (as depicted on the plat of Timber Trace and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two (2) stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Setback and Roof Pitch Requirements.** The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Timber Trace shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot Size: Seven thousand five hundred (7,500) square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas: One thousand five hundred (1,500) square feet.
- III. Living Unit setback requirements (as measured from the property lines):
  - (A) Front: Twenty five feet (25').
  - (B) Side: Eight feet (8').
  - (C) Rear: Ten feet (10').
  - (D) Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1 will have a front set back requirement of Thirty five (35') feet.

The foregoing setback requirements may be waived by a written Instrument executed by the Developer or the Architectural Control Committee (the "ACC") as Developer or AAC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Timber Trace be constructed and developed for single family Living Units. In that regard, any residential construction and development within Timber Trace shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the ACC, formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed or altered upon Timber Trace only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All owners of any portion of Timber Trace which is designated for residential purposes shall prepare and submit the Plans to the ACC for

review. The ACC's review of Plans shall be made within thirty (30) business days from submission by an Owner. If the ACC disapproves any plans submitted by an Owner, the ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. **Liability of ACC or Developer.** The ACC's right of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants, or attorneys shall be liable to any owner of any portion of Timber Trace or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submission. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Timber Trace, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including without

limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. **Completion of Construction.** Once Construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. **Cumulative Provisions.** The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Timber Trace; provided, however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

#### 4. **Easements.**

a. **Easements.** Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities; provided, however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. The easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner or the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity is responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner or the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. **Additional Utility Easements.** In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Timber Trace, Developers reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical or any other utility service for the Lots contained within Timber Trace. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. **Golf Course Easements.** Lots within any portion of Timber Trace abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf

course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. **Developer's Easement to Correct Drainage.** For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Timber Trace to maintain and correct drainage of surface waters or other erosion controls; provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Timber Trace.

e. **Easement for Unintentional Encroachment.** The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting or movement of any portion of Timber Trace, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. **Central Telecommunication Receiving and Distribution System.** The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

g. **Fencing Easements.** Developer hereby reserves for itself and for the benefit of the Association of ten (10') foot easement over the northerly ten (10') feet of Lot 1, Block 1 and Lots 1-4, Block 2 of Timber Trace for the installation and maintenance of a brick pilaster and wooden fence. The brick pilasters shall be maintained by the Association, and the wooden portion of the fence shall be maintained by the Owners of the Lot.

5. **Utilities.** Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division is made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools, or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Timber Trace having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below four hundred feet (400') in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including, without limitation, contamination of the potable water source, any discoloration of improvements, erosion of the soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that Timber Trace Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands,

conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Timber Trace may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on Timber Trace Lots, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Timber Trace, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet, at a minimum, the requirement of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devices are not prohibited or discouraged but the design and appearance of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one (1) or more Timber Trace Lots for any purpose whatsoever, including as a right of way for road purposes and easement. Upon the combination of two (2) Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within Timber Trace shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than the minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agent, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Motor Vehicles and Parking.**

a. **Intent.** The intent of this paragraph is to preserve the family oriented residential character of the neighborhoods of Julington Creek Plantation through the establishment of reasonable and enforceable restrictions on motor vehicles and parking. As such, parking and storage of Commercial Type Vehicles, as hereinafter defined, and commercial use vehicles within Julington Creek Plantation is prohibited, except as otherwise provided in this paragraph.



b. **Vehicle Classification.** A vehicle shall be classified as a personal transportation vehicle, recreational or other personal use vehicle or a commercial type vehicle. A personal transportation vehicle includes, but is not limited to, automobiles, motorcycles, golf carts, vans, SUVs, and trucks that have no more than two (2) axles and are of such a size that could normally be stored in a garage of Living Unit (a "Personal Transportation Vehicle"). A recreational vehicle or other personal use vehicle includes, but is not limited to, RVs, travel trailers, mobile homes, boats, jet skis, buses, all-terrain vehicles, utility trailers and any other vehicle designed for use on roads or waterways excluding Personal Transportation Vehicles (a "Recreational or Other Personal Use Vehicle"). A commercial type vehicle includes, but is not limited to, automobiles, vans, SUVs, trucks and other vehicles not normally stored in the garage of a Living Unit (a "Commercial Type Vehicle"). Whether a vehicle is classified as a Personal Transportation Vehicle, a Commercial Type Vehicle, or a Recreational or Other Personal use Vehicle shall be at the discretion of the Board of Directors. Actual use of a vehicle does not determine the vehicle classification. Bicycles, scooters and other vehicles weighing less than two hundred (200) pounds are excluded from the provisions of this paragraph.

c. **Parking.** Personal Transportation Vehicles must be parked on the driveway of Lot, in the garage of a Lot or on any other ACC approved parking area. Recreational or Other Personal Use Vehicles must be parked or stored in a garage or must be completely screened from view by an ACC approved fence. Commercial Type Vehicles cannot be placed, parked or stored on any driveway or Lot. Parking on common areas not approved for parking and easements is not permitted. Exceptions to this subparagraph are permitted for normal loading, unloading and cleaning of vehicles for a period not to exceed eight (8) hours.

d. **Residential Use Not Permitted.** No travel trailer, mobile home, boat, tent, storage building, garage, barn, outbuilding or other structure shall be, at any time, used as a residence either temporarily or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, jet skis, golf carts, all-terrain vehicles, or other vehicles classified as a "Recreational or Other Personal Use Vehicle" cannot be placed, parked, or stored on any Lot unless totally contained within a garage or other ACC approved parking area.

e. **Vehicle Maintenance.** All vehicles shall be registered and licensed as is required by law. All vehicles shall be maintained in good condition; provided, however, the paint and design of all vehicles shall not be deemed in bad taste as may be determined in the sole discretion of the ACC. Maintenance shall not be permitted on any vehicle while such vehicle is parked on any community street, and maintenance on any Commercial Type Vehicle shall not be permitted. Maintenance that requires a vehicle to be placed upon blocks shall only be performed in a garage and maintenance on a vehicle that requires more than twenty four (24) hours to complete shall only be performed in a garage. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

f. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two (2) and three (3) wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. An Owner may

be fined for each violation of this provision by themselves, their families, guests, tenants or invitees.

13. **Temporary Structures.** No structures of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, without the prior written approval of the ACC, except that the Developer or its designees shall be permitted to use the Lot as a sales office or construction office during any development within Julington Creek Plantation. Any Lot Owner who wishes to erect certain detached structures, including, without limitation, sheds (that exceed six feet (6') in height, four feet (4') in width and four feet (4') in depth), storage units, pavilions, gazebos, cabanas, platforms, and pergolas, must obtain the prior written approval of the Association prior to erecting such detached structure. Any request for approval must be in writing and include a graphic illustration of the structure, a copy of a survey showing placement of the detached structure and a description of the construction materials, including finishes and colors, of the fence or wall. Notwithstanding the foregoing, temporary storage units or PODs may be placed on a driveway for up to five (5) days. Such temporary storage units or PODs shall not be used for business related activities by the Lot Owner. The use of construction waste units shall be subject to the prior written approval of the ACC. In addition to the provisions of this paragraph, all sheds must be in compliance with applicable setback requirements, be securely anchored to the ground, be located at the rear of the Living Unit or other area approved by the ACC, not exceed eight and one half feet (8 ½') in height, ten feet (10') in width and ten feet (10') in depth, match the color of the Living Unit and be screened from view by an ACC approved privacy fence six feet (6') in height. Any shed constructed of metal, plastic or other material deemed inappropriate by the ACC shall not be permitted. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

14. **Nuisance.** No nuisance or any other interference with a person's interest in the quiet enjoyment of his or her Lot shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

15. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring or for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of

street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of site lines. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

17. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Association, unless located within ten feet (10') of the Living Unit or accessory building or within ten feet (10') of the approved site for such building and not until the Owner is ready to commence construction. In the event that a hardwood tree is removed from a Lot, the Owner of said Lot shall replace the removed hardwood tree with another hardwood tree at any location on the Lot.

18. **Signs and Flags.**

a. **Signs.** Temporary signs shall be permitted to be temporarily displayed to public view on any Lot, provided that such sign does not exceed three (3) square feet and is not displayed for more than four (4) calendar days. Notwithstanding the foregoing, signs for the sale or rent of any Living Unit shall be permitted to be displayed to public view provided that such sign does not exceed four (4) square feet, is placed completely within applicable setback requirements, and is removed no later than forty eight (48) hours following the sale or the renting of said Lot. In addition, politically-related signs for any recognized federal, state or local election supervised by the St. Johns County Supervisor of Elections or Association elections shall be permitted, provided such sign does not exceed three (3) square feet, is placed completely within applicable setback requirements, is placed no earlier than one hundred twenty (120) days prior to the scheduled election date and is removed within forty eight (48) hours following the election. Only one (1) sign per candidate shall be permitted. Security signs are permitted provided that such sign does not exceed one (1) square foot and is placed within two feet (2') of the Living Unit. Signs advertising a product or service, including, but not limited to, pool construction, pressure washing, water softener installation, and various home improvements, shall not be permitted. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation. The Association or its agents shall have the right to review, approve and remove all signs violating the foregoing conditions and restrictions or signs deemed in bad taste or placed in such a way so as to not comply with neighborhood standards. Signs shall not be permitted in the common areas.

b. **Flags.** Flagpoles shall not exceed sixteen feet (16') in height or four inches (4") in diameter. All flags that are displayed to the public must be consistent with neighborhood standards. No more than three (3) flags on a Lot shall be displayed at any one time.

19. **Driveways.** Prior to the Construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or

other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provisions of paragraph 3.

20. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four (4) dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of a pet is required to immediately remove and properly dispose of solid pet waste. If an Owner owns a pet as permitted hereunder, such Owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any visible pet restraining devices, including, but not limited to, pet holding posts, shall not be permitted on the front portion of any Lot for a period exceeding three (3) daylight hours. Any fence must be submitted to the ACC for approval. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

21. **Refuse Disposal.**

a. **Daily Refuse.** Trash, garbage or other waste must be kept in sanitary containers be disposed of in accordance with the applicable rules of the collection procedures of St. Johns County. Refuse and recycling containers shall be screened from view and conform to the restrictions of this Declaration when not placed at the curb. Refuse or recycling containers shall not be permitted to be placed at a curb more than twenty four (24) hours prior to collection and shall be removed from curbside within a reasonable amount of time following collection.

b. **Landscape or Construction Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish; provided, however, exceptions may be permitted by the Board of Directors for storm clean up or major landscaping renovations. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot

22. **Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All exterior air conditioning units shall be screened from public view by an ACC approved fence, wall or landscaping or shrubbery.

23. **Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All garage doors shall be kept fully closed as much as is reasonably possible and shall not be kept open, either fully or partially, for access by pets. Garage doors open for an extended amount of time shall be not left unattended. Garage screens shall not be permitted.

24. **Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from view.

25. **Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

26. **Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. A play structure, tennis court, playhouse, skateboard ramp or other structures of any kind shall be constructed and/or erected upon a Lot so that its placement upon a Lot and its design minimizes the effect of the item on adjacent Lots. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards) shall be constructed any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot. Any Lot Owner, prior to the installation of a tennis court, skateboard ramp, basketball courts (not including a basketball hoop) and any structure which exceeds six feet (6') in height, must first request the prior written approval of the ACC. Such request shall include a plan describing the location, dimensions, materials, and graphic illustration of the proposed structure. The ACC may require that any structure be fenced in with a six foot (6') privacy fence. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

27. **Mailboxes.** No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized mailbox location. If and when the U.S. Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the mailbox or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

28. **Window Coverings.** No visibly reflective window coverings or treatments shall be permitted on any Living Unit. Window tinting is permitted so long as it is not visibly reflective from the exterior of the Living Unit. Sunshade screening on windows shall not be permitted. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

29. **Fences and Walls.**

a. **Approved Fences and Walls.** Without limiting the provisions of any other term hereof, the composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

b. **Fence or Wall Plan.** Any fence, wall, hedge or other similar structure must be included in a plan submitted to the ACC with respect to location, height and type of material and must be approved by the ACC. Such plan shall include, but not be limited to, a copy of the Lot survey that details placement of the fence or wall, a brief description of the fence material and color, the height of the fence, and a description of any possible adverse effects on neighboring Lots which may not be apparent on the survey. Fence and wall materials shall be limited to wood (shadowbox or board-on-board), vinyl, aluminum and other materials

specifically approved of by the ACC. Any fence or wall adjacent to a pond or lake must be open picket and of spindle design so as not to obstruct the view of said pond or lake. Chain link fences shall not be permitted.

c. **Placement and Height Limitations.** Fences shall be constructed so that structural side and support posts face the Lot. Fencing and walls shall not extend beyond the midpoint of the side walls of the Living Unit except in such instances approved by the ACC for reasons including, but not limited to, shielding an air conditioning unit from view. Fence and wall height shall not exceed six feet (6') except that fences and walls upon Lots that are parallel to a pond and the first fifteen feet (15') of a fence or wall perpendicular to a pond shall not exceed four feet (4'). In addition, fences and walls on pond or lake Lots shall not extend beyond the top of the embankment. Fences and walls are prohibited on Lots adjacent to the golf course property.

d. **Maintenance.** Each Lot Owner shall maintain in good repair any fence or wall upon his or her Lot, including, but not limited to, regularly washing, painting, staining and performing carpentry work upon said fence or wall.

### 30. **Landscaping and Living Unit Maintenance.**

a. **Landscape and Living Unit Maintenance.** All Owners, or their designees, shall regularly perform maintenance procedures upon their Lot, including, but not limited to, mowing, edging, trimming, pruning, fertilizing, and applying herbicides, insecticides, and fungicides, in order to promote a neat and healthy appearance of all landscaping located on the Lots. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. Grass shall not be permitted to grow to a height four inches (4') above the horizontal plane of the ground immediately below the shaft. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot so that his Lot and Living Unit comply with all guidelines established by the ACC. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may issue two (2) notices to cure the condition, and after the issuance of notices enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. An administrative fee and all costs relating to the maintenance performed shall be assessed against the Lot Owner.

b. **Artificial Landscaping and Decor.** No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Lot unless approved in writing by the ACC; provided, however, the placement of any trellises, statues, fountains, and similar structures less than three feet (3') in height need not have the prior written approval of the ACC.

c. **Modification of Existing Landscaping.** Landscaping activity that would significantly modify the original landscape footprint must be approved by the ACC. Plans for such modification shall include, but not be limited to, all landscape, garden structures and other architectural features as well as a description of the current landscape footprint, driveway, sidewalk, path, patio, and irrigation coverage.

31. **Lighting.** The placement of lighting on a Lot shall be permitted, provided that such lighting shall be low-key accenting entrances, driveways, patios, walkways, trees and other landscaping or architectural features. Exterior lighting shall not be placed in such a manner so as to be directed at adjacent Lots.

32. **Pools and Related Structures and Equipment.** The construction of an in-ground swimming pool or spa upon any Lot shall be subject to the prior review and written approval of the ACC. All pools shall be constructed in the rear of the Lot within the applicable setback requirements and shall be completely enclosed by a fence, screen enclosure, or similar structure. All pool equipment, including, but not limited to, filtering equipment, shall be screened from view by fences, walls, shrubbery, or other similar structure to minimize noise and maintain the visual appearance of the community. Above-ground pools shall not be permitted in the community; provided, however, small wading pools that may be filled and drained on a daily basis shall be permitted.

33. **Screening of Exterior Equipment.** All fuel tanks, water softening equipment, pool equipment, air conditioning units, irrigation pumps, generators, hose and hose racks and other exterior equipment shall be screened from public view by appropriate landscaping or ACC approved fences or walls. The composition, color, dimensions and location of any screen enclosure shall be subject to the prior review and written approval of the ACC. Such screen enclosures shall be consistent with the materials and overall design of the neighborhood in which it is located.

34. **Solicitation Activities.** No solicitation activities shall be permitted in Timber Trace without the prior written approval of the Association.

35. **Satellite Dishes.** Satellite dishes are permitted, provided that such satellite dish and/or antenna does not exceed one (1) meter in width, is placed at the rear or rear corner of the Living Unit and is mounted in the least conspicuous manner as is reasonably possible. Related wiring and equipment shall be painted to blend with the immediate vicinity.

36. **Garage Sales.** Sales of any type shall not be permitted in any of the common areas. Garage or yard sales, or similar sales, shall be permitted on a Lot no more than one (1) time per calendar quarter. The Association may provide exceptions to this paragraph.

37. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered,

amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by a majority of the Voting Members subject to this Amended and Restated Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holders of mortgages encumbering Lots located in Timber Trace.

38. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successor or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended and Restated Supplemental Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

39. **Existing Conditions.** Conditions existing at the time of recording of this Amended and Restated Supplemental Declaration that are found to violate any provision of this Amended and Restated Supplemental Declaration shall be excused from the provisions of this Amended and Restated Supplemental Declaration; provided, however, such excusal shall terminate upon the occurrence of substantial replacement and/or refurbishment of the item or condition constituting the violation, or upon the subsequent conveyance of a Lot by an Owner. Notwithstanding the foregoing, it is the responsibility and obligation of each Lot Owner or their agents or tenants and residents to ensure reasonable compliance with the covenants and restrictions contained in this Amended and Restated Supplemental Declaration as said restrictions and covenants are promulgated for the benefit of all Lot Owners and residents of Timber Trace. The Association may require that Lot Owners, their agents or tenants, or residents submit documentary proof that a condition or item upon their Lot is held safe from the provisions of this Amended and Restated Supplemental Declaration, which proof may include, but not be limited to, sales receipts, work orders or affidavits.

40. **Severability.** Invalidation of any portion of these covenants shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

41. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Amended and Restated Supplemental Declaration, the prevailing party shall be entitled to collect its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgment collection.



IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Print Name: MARK C. DEARING

D.R. HORTON, INC. - JACKSONVILLE  
a Delaware corporation

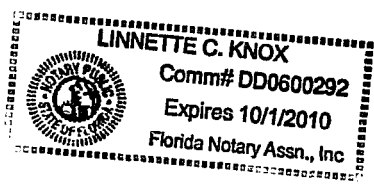
By: *[Signature]*  
Print Name: Philip A. Fremento  
Title: Vice President

*[Signature]*  
Print Name: Linnette C Knox

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7 day of February, 2007, by Philip A Fremento, VP of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

*[Signature]*  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT "1" TO AMENDED AND RESTATED SUPPLEMENTAL DECLARATION**

**TIMBER TRACE – PHASE I**

**LEGAL DESCRIPTION**

Lots 1 through 12, Block 1; Lots 1 through 4, Block 2; Lots 1 through 11, Block 3; Lots 1 through 13, Block 4; First Replat in Julington Creek, Unit One, recorded in Map Book 26, pages 82 - 83 of the Public Records of St. Johns County, Florida ("Timber Trace").