

Prepared by + return to:  
Towers Ship  
2051 Art Museum Drive  
Suite 130  
Jacksonville, FL. 32207

VOL 7816 PG 1758

OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
GATELY OAKS III  
UNIT JA

THIS DECLARATION, made this 8th day of March, 1994, by G.O. THREE JOINT VENTURE, a Florida general partnership, whose mailing address is c/o Towers Contracting Company, Inc., 2051 Art Museum Drive, Suite 130, Jacksonville, Florida 32207 ("Developer").

RECITALS

A. Developer is the owner of that certain real property located in Duval County, Florida described as Lots 1 thru 10 and Lots 29 through 54 all of Gately Oaks Unit IIIA according to the plat thereof recorded in Plat Book 48, pages 87, 87A, 87B, 87C of the current public records of Duval County, Florida ("Property").

B. Developer desires to impose upon the Property those certain covenants, conditions, restrictions, and easements as are currently imposed upon the adjoining properties know as Gately Oaks Unit I, Gately Oaks Unit Two and Gately Oaks Unit One-A.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, limitations and conditions set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit I as recorded in Official Records Volume 6919, page 1021 et. seq. of the current public records of Duval County, Florida ("Unit I Covenants"), which are hereby imposed upon the Property for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, including Developer, as if said Unit I Covenants had included the Property originally. All references in the Unit I Covenants to a plat shall include the plat of Gately Oaks Unit Three 'A' and all references to "the Property" in the Unit I Covenants shall include the Property described herein. All owners of the Property or any part thereof shall be and become and Owner as defined in the Unit I Covenants and shall be members of and subject to the Articles of Incorporation and Bylaws of Gately Oaks Unit I Homeowners Association, Inc. As used in the Unit I Covenants, the term "Lot" shall include lots within the Property. The Unit I Covenants are hereby amended to incorporate the foregoing.

Further, there will be certain "Conservation and Vegetative Natural Buffers areas (VNB)" in Gately Oaks Unit IIIA and the same shall mean and refer to all of such areas located within conservation and VNB easements designated upon any recorded Subdivision Plat or Plats of the Property.

The Conservation and VNB Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer and/or the Association, its successors and assigns, for the purpose of retaining and maintaining the Conservation and VNB Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Areas; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of live trees, shrubs or other living vegetation from the Conservation and VNB Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation and VNB Areas; and

(e) Any use which would be detrimental to the retention of the Conservation and VNB Areas in their natural condition; and

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation and VNB Areas hereby created and declared shall be perpetual.

The Developer, and/or the Association its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation and VNB Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

All subsequent owners of any land upon which there is located any Conservation and VNB Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Areas.

The prohibitions and restrictions upon the Conservation and VNB Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation and VNB Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation and VNB Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and the Association its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall not have further liability or responsibility hereunder, provided the Plat of Gately Oaks Unit IIIA includes the Conservation and VNB Areas and is properly recorded.

Moreover, upon construction and occupation of a dwelling unit on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, 54, 53, 52, 40, 39 the Lot Owner thereof shall erect and maintain a six feet high wooden shadow box design (wood) privacy fence on the rear of such lot and maintain the same in good condition. In the event said Lot Owner shall fail to properly erect or maintain such fence, the Developer and/or the Association shall be entitled to erect and/or conduct maintenance upon such fence and the Lot Owner shall reimburse the Developer and/or the Association for all costs incurred upon ten (10) days demand therefor. Upon failure of the Lot Owner to reimburse such costs, the Developer and/or the Association shall be entitled to file a lien upon the Lot in the same manner as a lien for nonpayment of Association assessments.

IN WITNESS WHEREOF, the undersigned, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements, and has caused this Declaration to be executed in their names on the day and year first above written.

## OFFICIAL RECORDS

Signed, sealed and delivered  
in the presence of:

Aileen Lafontaine  
Name printed: Aileen Lafontaine

Melissa A. Deen  
Name printed: Melissa A. Deen

G.O. THREE JOINT VENTURE, a  
Florida general partnership  
By: Towers Contracting  
Company, Inc., a Florida  
corporation, its general  
partner

By: L. Randall Towers  
L. RANDALL TOWERS  
President  
2051 Art Museum Drive,  
Suite 130  
Jacksonville, FL 32207

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25<sup>th</sup>  
day of March, 1993, by L. RANDALL TOWERS, President of  
Towers Contracting Company, Inc., a Florida corporation, as  
managing general partner of G.O. Three Joint Venture, a Florida  
general partnership, on behalf of the partnership. He is personally  
known to me and did not take an oath.

Melissa Ann Deen  
Notary Public

Melissa Ann Deen  
(Printed, Typed or Stamped Name  
of Notary)



MELISSA ANN DEEN  
My Commission CC311322  
Expires Sep. 17, 1997  
Bonded by ANB  
800-852-5878

Commission No.: CC311322  
My commission expires: 9-17-97

CAPTION

OFFICIAL RECORDS

A portion of Lot 52 as shown on the Plat of Gately Oaks Unit One as recorded in Plat Book 46, Pages 10, 10A, and 10B of the Current Public Records of Duval County, Florida, together with a portion of Government Lots 1 and 8, Section 10, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows: COMMENCE at the intersection of the Northerly line of said Government Lot 1, the same being the Northerly line of said Section 10 with the Westerly right of way line of Gately Road a 60 foot right of way as now established; thence South 00°34'23" East along said Westerly right of way line of Gately Road, 794.21 feet to the POINT OF BEGINNING; thence continue South 00°34'23" East and continuing along last said line, 290.00 feet; thence South 89°01'37" West, 304.00 feet; thence South 00°34'23" East, 234.05 feet to a point situate in the Northerly boundary of said Gately Oaks Unit One; thence South 89°01'37" West along last said line, 67.01 feet; thence South 73°31'13" West, 102.27 feet; thence South 06°36'34" East, 11.73 feet to the Northeast corner of Gately Oaks Unit Two as recorded in Plat Book 47, Pages 76, and 76A of said Current Public Records; thence South 75°40'33" West along the Northerly boundary of said Gately Oaks Unit Two, a distance of 9.71 feet; thence South 66°26'51" West and continuing along last said line 79.76 feet; thence South 76°52'59" West and continuing along last said line, 92.18 feet; thence South 82°32'31" West and continuing along last said line, 116.48 feet; thence North 73°49'37" West, 138.60 feet; thence North 34°02'03" West, 44.96 feet; thence North 70°30'12" West, 59.29 feet; thence North 18°53'12" West, 43.11 feet; thence North 42°14'32" West, 55.00 feet; thence North 46°42'16" West, 78.67 feet; thence North 26°11'25" West, 59.51 feet; thence North 31°18'47" West, 66.50 feet; thence North 03°04'24" East, 66.59 feet; thence North 25°03'57" East, 48.14 feet; thence North 23°01'47" East, 186.67 feet; thence South 76°15'16" East, 35.71 feet; thence North 13°44'44" East, 50.00 feet; thence South 76°15'16" East, 78.59 feet; thence North 13°44'44" East, 120.00 feet; thence South 76°15'16" East, 530.88 feet; thence North 89°01'37" East, 369.37 feet to the POINT OF BEGINNING.

Containing 13.0871 acres, more or less.

94-0044116  
FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA

94 MAR 28 AM 8:45  
RECORD VERIFIED  
*Henry J. [Signature]*  
CLERK OF CIRCUIT COURT