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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
GATELY OAKS UNIT THREE-B**

THIS DECLARATION made this 9<sup>th</sup> day of October, 1996, by  
G.O. THREE JOINT VENTURE, a Florida general partnership, whose  
mailing address is % Towers Contracting Company, Inc., 1914 Art  
Museum Drive, Jacksonville, Florida 32207, hereinafter called  
"Developer".

**RECITALS**

A. Developer is the owner of that certain real property  
("Property") located in Duval County, Florida, described as Lot 11  
and Lots 13 through 28, inclusive, of Gately Oaks Unit Three-B  
according to the plat thereof recorded in Plat Book 49, pages 95  
and 95A 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 property known as Gately Oaks  
Unit I, Gately Oaks Unit One-A, Gately Oaks Unit Two and Gately  
Oaks Unit 3-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

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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-B 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 an 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. Until Developer shall have specifically assigned or released its rights under Article VII of the Unit I Covenants, G.O. Three Joint Venture retains the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each Lot within Gately Oaks Unit Three-B.

Further, there will be certain Conservation and Vegetative Natural Buffer ("CVNB") areas in Gately Oaks Unit Three-B and the same shall mean and refer to all of such areas located within conservation and CVNB easements designated upon any recorded subdivision plat or plats of the Property.

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

1. 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;
2. 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;
3. The removal or destruction of live trees, shrubs or other living vegetation from the CVNB areas;
4. 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 CVNB areas;

5. Any use which would be detrimental to the retention of the CVNB areas in their natural condition; and

6. Acts or uses detrimental to such retention of land or water areas.

The CVNB 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 CVNB 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 CVNB 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 CVNB 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 CVNB 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 CVNB areas and shall be binding upon and inure to the benefit of Developer and the Association, its successors and assigns. Upon conveyance by Developer to third parties of any land affected hereby, Developer shall not have further liability or responsibility hereunder, provided the plat of Gately Oaks Unit III-B includes the CVNB areas and is properly recorded.

Moreover, upon construction and occupation of a dwelling unit on Lot 11 of the Property, the lot owner thereof shall erect and maintain a six (6') foot high wooden shadow box design (wood) privacy fence on the rear of such Lot southerly to the southerly boundary of the twenty (20') foot CVNB easement as shown on the plat of Gately Oaks Three-B and shall maintain the same in good condition. In the event said lot owner shall fail to properly erect or maintain such fence, Developer and/or the Association shall be entitled to erect and/or conduct maintenance upon such fence and the lot owner shall reimburse 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, Developer and/or the Association shall be entitled to file a lien upon the Lot in the same manner as a lien for non-payment of association assessments.

