## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO

THIS DECLARATION is made on the date hereinafter set forth by STERLING RIDGE INC., a Florida corporation, hereinafter referred to as "Declarant".

## WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County Florida, being more particularly described as:

Sterling Ridge Unit One, according to the plat thereof recorded in Plat Book 45, pages 72, 72A, and 72B, of the current public records of Duval County Florida.

Sterling Ridge Unit Two, according to the plat thereof recorded in Plat book 45, pages 73, 73A, and 73B, of the current public records of Duval County Florida.

NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold, conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interests in the described properties or any part in thereof, their heirs successors, and assigns, and shall inure to the benefit of each owner of thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

#### ARTICLE I - DEFINITIONS

- 1. "Association" shall mean and refer to the Sterling Ridge Owners Association INC., a Florida corporation not for profit, its successors and assigns.
- 2. "Owner" shall mean and refer to their record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.
- 3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

- 4. "Common Areas" shall mean all real property (including the improvement thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.
- 5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.
- 6. "Declarant" shall mean and refer to Sterling Ridge, INC. and any person or entity to whom Declarant shall assign its rights and duties under this agreement.
- 7. "Lakes" shall mean all areas established for the storage or treatment of storm water or surface water even though title to any such area shall be held by an individual lot owner.
- 8. "Builder" and shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a lot or lots in the subdivision for the sole purpose of constructing the residential dwellings for sale to an owner.

## ARTICLE II – PROPERTY RIGHTS

- 1. <u>Owner's Easements of Enjoyment</u>. Every owner and the association shall have a right and easement of enjoyment in and to any common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:
- a) The right of the association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;
- b) The right of the association to suspend the voting rights and right to use any recreational facility, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the association's published rules and regulations;
- c) The right of the association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the association.
- 2. <u>Delegation of use</u>. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the common area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

#### ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

- 1. <u>Assessment</u>. Every owner of a lot which is subject to assessment shall be a member of the association. Membership show be appurtenant and to and may not be separated from ownership of any lot which is subject to assessment.
- 2. Membership. The Association shall have two classes of voting membership:

  Class A- Class A members shall be all owners, with the exception of the

  Declarant, and shall be entitled to one vote for each lot owned. When more than one
  person holds an interest in any lot, all such persons shall be members. The vote for such
  lot shall be exercised as they determine, but in no event shall more than one vote he cast
  with respect to any lot.
- Class B The Class B member shall be the Declarant and shall have four hundred and forty three (443) votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) When Declarant requests that Class B membership be converted to Class A membership.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

- 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot to against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.
- 2. <u>Purpose of Assessments</u>. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties in for the improvement in maintenance of the common area, islands in roadways, and the storm and/or surface water management system. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the storm and/or surface water management system required by the St John's River Water Management District pursuant to permit number 40-031-0219M and 4-031-0347M and other applicable rules and regulations. The continual maintenance and cleaning provided for in this paragraph shall be solely the responsibility of the Association.
- 3. <u>Maximum Annual Assessment.</u> Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$48.00 per year or lot.
- a) From and after January 1 of the year in immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year by not more than 5% above the maximum assessment for the previous year without the vote of the membership period
- b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 5% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for such purpose.
- c) The board of directors shall fix the assessment annually at amounts not in excess of the maximum.
- 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of the majority of

the members who are voting in person or by proxy at a meeting duly called for such purpose.

- 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less then 30 days nor more the 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the proceeding meeting. No such subsequent meeting shall be held more than 60 days following the proceeding meeting.
- 6. <u>Uniform Rate of Assessment</u>. Both annual and special assessments must be fixed at the uniform rate for all lots and may be collected on a quarterly basis.
- 7. Date of Commencement of Annual Assessments. Due dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declatant to shall be subject to any assessment until a residence has been constructed thereon and occupied. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, will furnished a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding on the Association as of its issuance.
- 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.
- 9. <u>Subordination of the Lien to Mortgages</u>. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof

#### ARTICLE V - LAND USE AND BUILDING TYPE

- 1. <u>Land Use and Building Type</u>. No one other than Declarant shall use any lot except for residential purpose. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed 2 stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.
- 2. <u>Declarant's Right to Resubdivide, Replat or Assign</u>. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein apply to the portion thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under there covenants.
- 3. Storm/Surface Water Management. The St Johns River Water Management District has jurisdiction over this subdivision and has issued Storm water Discharge Permit No. 40-031-0219M and 4-031-0347M authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alterations to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment are required to install rear lot treatment at the time of house construction in accordance with the terms and conditions of said permit.
- 4. <u>Sidewalks</u>. When a dwelling is constructed on any lot, or within twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the City approved engineering plan for the subdivision. All sidewalks must conform to City standards.
- 5. <u>Garage</u>. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.
- 6. <u>Outbuildings</u>. No outbuilding shall be erected, placed or altered on any lot unless approved by the Architectural Control Committee, in its sole discretion.
- 7. <u>Approval of Structure</u>. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural

Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 24 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake as shown on the final survey on waterfront lots. Docks shall not be permitted.

- 8. <u>Dwelling Size</u>. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1200 square feet for a one-story dwelling and at least 800 square feet for the ground floor of a dwelling of more than one story, which at least 1200 square feet for both stories combined.
- 9. <u>Building Location</u>. No building shall be located on any lot nearer than 20 feet to the front line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than 15 feet from any existing dwelling. The Architectural Control Committee shall be empowered to issue a variance in regard to the above measurements, as it may deem prudent.
- 10. <u>Lot Area</u>. No dwelling shall be erected or placed on any lot having an area of less the 6,000 square feet.
- 11. <u>Nuisances</u>. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 12. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to those covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots: For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless approved by the Architectural Control Committee. Said approval shall be in writing and shall specify the location, size and placement of such motorized home or travel trailer. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the lot owner to whom such

exception is granted fail or refuse to comply with the terms and conditions set forth by the Architectural Control Committee. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

- 13. <u>Temporary Structures</u>. No structures of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 14. <u>No Subdivision</u>. No Lot located within the property shall be subdivided to constitute more the one building plot.
- 15. <u>Mailboxes</u>. Declarant shall provide locations and construct cluster mailbox receptacles, as approved by the United States Postal Service. No individual lot owner shall cause to be constructed, any mailbox facility other than those provided by the Declarant.
- 16. Fences. All fences shall be constructed of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Picket fences and lattice type fences will not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.
- 17. <u>Signs</u>. No signs of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more then two square feet advertising the property for sale, or after one (1) year from closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entranceway identification shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to the public view.
- 18. <u>Clotheslines</u>. There shall not be permitted any exterior clotheslines to the public view.

- 19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 20. <u>Livestock and Poultry</u>. No animals, livestock or poultry of any kind shall be raised, bred or kept an any lot, except that dogs, cats or other household pets may be kept provided that are no kept, bred or maintained for any commercial use.
- 21. <u>Garbage and Refuse Disposal</u>. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.
- 22. <u>Motorists' Vision to Remain Unobstructed</u>. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.
- 23. <u>Landscaping</u>. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the front property line of his lot and the street, as well as the side property line and the street in the case of corner lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

## 24. Architectural Control Committee.

a. <u>Membership</u>. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services preformed pursuant to this covenant. So long as Declarant owns lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived,

in writing, its right to appoint such committee members, the then record owners of a majority of the lots shall have the power and right through a duly recorded written instrument to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Such rights may be assigned to the Sterling Ridge Home Owners Association, Inc.

- b. <u>Procedures</u>. The committee's approval or disapproval as required on the covenants shall be in writing. In the event the committee, to its designated representatives, fails to approve or disapprove within thirty (30) days after the plan and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 25. <u>Utility Lines</u>. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. Satellite dishes are approved to be constructed on lots within the Property only if the following criteria are met. Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land. Satellite dishes cannot exceed 39' in diameter and cannot exceed a height, including any poles or additional installation structures, of (5) feet.
- 26. <u>Air Conditioning Units</u>. No air conditioning units may be installed in any window if such unit shall be visible from any public street.
- 27. <u>Roadways</u>. No one, other than Declarant, shall use any lot or portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve he lot which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.
- 28. <u>Utility Provisions</u>. The city of Jacksonville or its successors has the sole and exclusive right to provide all water and sewage facilities and services to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structure to be built, and no portable water shall be used within said structure except portable water which is obtained from the City of Jacksonville or its successors or assigns. Nothing herein shall be constructed as preventing the digging of a well to be used exclusively for use in yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned air controlled by the City of Jacksonville or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools or any other form of condensate water shall be disposed of through the line of the sewer system. The City of Jacksonville has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

- 29. <u>Drainage and Utility Easements</u>. The Declarant hereby reserves unto itself a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each lot. The said Declarant shall have the unrestricted right and power to release the said easement.
- 30. <u>Enforcements</u>. Any person owning any portion of the above described land or the St. Johns Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St Johns River Water Management District, those covenants that pertain to requirements of the aforementioned permit, either to restrain any existing or threatened violation or to recover damages.
- 31. <u>Severability</u>. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.
- 32. <u>Indemnification</u>. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the plats of Sterling Ridge as follows:

Sterling Ridge, Unit One, according to the plat thereof recorded in Plat Book 45, pages 72, 72A and 72B of the current public records of Duval County, Florida

Sterling Ridge, Unit Two, according to the plat thereof recorded in Plat Book 45, pages 73, 73A and 73B of the current public records of Duval County, Florida

Hereinafter referred to as the "Plat", and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from out of any occurrence in, upon or at or from lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agent, contractors, employees, servants, licensees, or concessionaries with the property.

33. <u>Reservations for Subdivision Improvements</u>. Sterling Ridge Inc. reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

- 34. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extend for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within Sterling ridge or owns or has a contractual right to purchase adjoining lands which are to be developed into additional phases of Sterling Ridge; and b) to amend these covenants and restrictions if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned S.J.R.W.M.D. permit; and c) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deem such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less then 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to the required maintaining of an owners association and the maintenance or other permit conditions required by the St. johns River Water Management District permit may not be amended.
- 35. <u>Legal Action on Violation</u>. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 11th day of October 1989.

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO

# STERLING RIDGE, UNIT NINE AND TREVOR GREEN AT STERLING RIDGE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

## WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration from time to time; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Sterling Ridge, Unit nine, according to the plat thereof recorded in Plat Book 47, pages 95 and 95A, of the current public records of Duval County, Florida; and

Trevor Green at Sterling ridge, according to the plat thereof recorded in Plat Book 47, pages 93, 93A, 93B and 93C, of the current public records of Duval County, Florida;

Hereinafter collectively referred to ass the New Properties; and

WHEREAS, Declarant is desirous of amending the Declaration to subject the New Properties to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in the New Properties shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described New Properties.
- 3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

	IN WITNESS WHEREOF, the Declarant has executed this instrument this 22	nd
day of	April 1993	
	Signed	

## CONSENT AND JOINDER

D. W. HUTSON CONSTRUCTION, INC., as the owner of some lots in Trevor Green at Sterling Ridge, Unit Two, joins in the execution of the foregoing amendment and consents that the lots which it owns shall be subject to all of the terms and conditions set forth in the Declaration.

Dated August 17th, 1993

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT TWO

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor Green at Sterling Ridge, Unit Two, according to the plat thereof recorded in Pat Book 48, pages 20, 20A, 20B and 20C, of the current public records of Duval County, Florida ("Trevor Green Unit Two");

And

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Two to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Two shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Two.
- 3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 17th day of August, 1993

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT THREE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Three, according to the plat thereof recorded in Plat Book 48, pages 42, 42A, 42B and 42C, of the current public records of Duval County, Florida ("Trevor Green Unit Three");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Three to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Three shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Four.
- 3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 27th day of January, 1994

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT FOUR

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Four, according to the plat thereof recorded in Plat Book 49, pages 82, 82A, 82B and 82C, of the current public records of Duval County, Florida ("Trevor Green Unit Four");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Five to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Four shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Three.
- 3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 16th day of May, 1995.

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE UNITS ONE AND TWO

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

## WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration from time to time; and

WHEREAS, Declarant is desirous of amending the Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. Paragraph 25 of Article V is amended to provide that satellite dishes are approved to be constructed on lots within the Property only if the following criteria are met. Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land. Satellite dishes cannot exceed 39' in diameter and cannot exceed a height, including any poles or additional installation structures, of (5) feet.
- 2. Except as specifically amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 5th day of December, 1995.

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT FIVE

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certian properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Five, according to the plat thereof recorded in Plat Book 50, pages 25, 25A, 25B and 25C, of the current public records of Duval County, Florida ("Trevor Green Unit Five");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Four to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Five shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Five.
- 3. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 24th day of January, 1996.

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT SIX

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Six, according to the plat thereof recorded in Plat Book 50, pages 69, 69A, 69B and 69C, of the current public records of Duval County, Florida ("Trevor Green Unit Six");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Six to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Six shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Six.
- 3. Paragraph 2 of Article III of the Declaration and Paragraph 3 of Article V of the Declaration are hereby amended to add Storm water Discharge Permit No. 4-031-0347M. Throughout the Declaration, all references to the St. Johns River Water Management District permit shall mean either or both, as appropriate, of permits 40-31-0219M and 4-031-0347M.
- 4. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 26th day of July, 1996.

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT SEVEN

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, and amend in Official Records Volume 7163, page 0008, Official Records Volume 7404, page 1150, Official Records Volume 7533, page 1905, Official Records Volume 7568, page 2109, Official Records 7640 page 0541, Official Records Volume 7768, page 0387, Official Records Book 8095, page 72, Official Records Book 8240, page 198 and Official Records Volume 8265, page 2004, of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Seven, according to the plat thereof recorded in Plat Book 51, pages 61, 61A and 61B of the current public records of Duval County, Florida ("Trevor Green Unit Seven");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Seven to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Seven shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Seven.
- 3. Article I, Paragraph 7 is deleted in its entirety and the following language in substituted in lieu thereof:

"Lake" shall be defined as any areas designated on the Plat as "Retention/Detention Area, Lake, Lake/Storm water Management Facility" or any other areas within the Property that are intended for the treatment, retention, detention, or

storage of storm water. This definition may also include any naturally occurring lakes or ponds within the property.

- 4. At the time a dwelling of constructed on any lot which abuts a Lake, it is the responsibility of the builder to sod the Lake bank to the waters' edge.
- 5. Article V, Paragraph 4, is hereby deleted in its entirety and the following is substituted in lieu thereof: Sidewalks. When a dwelling is constructed on any lot, but in any event no later the twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to the city ar county standards.
- 6. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 6th day of October, 1997.

# ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STERLING RIDGE, UNITS ONE AND TWO TO ANNEX TREVOR GREEN AT STERLING RIDGE UNIT EIGHT

THIS ANNEXATION AND AMENDMENT is made on the date hereinafter set forth by HUTSON LAND GROUP, INC., a Florida corporation, hereinafter referred to as "Declarant".

#### WITNESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for STERLING RIDGE UNITS ONE AND TWO recorded in the Official Records Volume 6782, at page 1801, and amend in Official Records Volume 7163, page 0008, Official Records Volume 7404, page 1150, Official Records Volume 7533, page 1905, Official Records Volume 7568, page 2109, Official Records 7640 page 0541, Official Records Volume 7768, page 0387, Official Records Book 8095, page 72, Official Records Book 8240, page 198, Official Records Volume 8265, page 2004, Official Records Book 8751, page 768, all of the current public records of Duval County, Florida as has been previously amended and expanded by annexation of additional properties (the "Declaration"); and

WHEREAS, pursuant to the provisions of the Declaration the Declarant is authorized to amend the Declaration; and

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Trevor green at Sterling Ridge, Unit Eight, according to the plat thereof recorded in Plat Book 51, pages 96, 96A, 96B and 96C of the current public records of Duval County, Florida ("Trevor Green Unit Eight");

and

WHEREAS, Declarant is desirous of amending the Declaration to subject Trevor green Unit Seven to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares:

- 1. That all lots in Trevor green Unit Eight shall be held, sold and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth on the Declaration.
- 2. The Definition of "Properties" set forth in paragraph 3 of Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Trevor Green Unit Eight.
  - 3. Article V is amended to add the following language as paragraph 36:

"36. <u>Environmental Permit</u>. The St Johns River Water Management District, has issued a permit for the development of the property hereinabove described. The Permit Number is 4-031-0347M, as herein

referred to as the "permit". For any of the Permit that delineates any wetland line, whether it is federal or state, the owner, by acceptance of the deed of conveyance hereby agrees to comply with any of such lines as delineated by any of the above referenced Permit. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permit and there shall be no construction allowed water ward of any jurisdictional line unless authorized by the appropriate permit, In addition to any construction being authorized by thee Permit, any construction water ward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so long as the Declarant owns lots in the subdivision. The aforementioned Permit allows certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more particularly in the above referenced Permit, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner. By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permit as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner.

4. Except as amended hereby, the Declaration shall remain in full force and effect as previously recorded and amended.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 15th day of April, 1998.

Doc # 2017023778, OR BK 17861 Page 1941, Number Pages: 3, Recorded ,.' 01/31/2017 at 02:30 PM, Ronnie Fussell CLERK CIRCUIT COURT DUVAL COUNTY .RECORDING \$27.00

#### PREPARED BY AND RETURN TO:

Fred Elefant, Esq. Post Office Box 5727 Jacksonville, FL 32247-5727

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICIONS FOR
STERLING RIDGE, UNITS ONE AND TWO

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Sterling Ridge, Units One and Two ("Covenants") is made on the day hereinafter set forth by Sterling Ridge Owners Association, Inc., a Florida corporation not-for-profit ("Association").

## WITNESSETH:

**WHEREAS,** Association is the homeowners' association for Sterling Ridge pursuant to the Covenants which are recorded in O.R. Book 6782, page 1801 et seq., public records of Duval County, Florida; and

**WHEREAS**, the Covenants provide that the Association may amend the Covenants on a vote of not less than sixty-six percent (66%) of the lot owners in the Association.

WHEREAS, a meeting of the members of the Association was held on October 24,2016, at which a quorum was present, and more than sixty-six percent (66%) of the total votes in the Association approved the following amendments to the Covenants.

**NOW, THEREFORE**, the Association hereby amends the Covenants, with deletions shown by interlineation and additions shown in bold face type and underlined.

- 1. Article V, paragraph 16 is hereby amended as follows:
- materials as may be approved in advance by the Architectural Control Committee. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance or constructed of, as provided herein, an appropriate material. Picket fences and lattice type fences will not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.
- 2. Article V, paragraph 34 is hereby amended as follows:
- 34. Amendment.. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within Sterling Ridge or owns or has a contractual right to purchase adjoining lands which are to be developed into additional phases of Sterling Ridge; and b) to amend these covenants and restrictions if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned S.J.R.W.M.D. permit; and c) to release any building plat from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion deem such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by a majority of the lot owners at a duly called meeting voting in favor of the proposed amendment, EXCEPT that the covenants herein contained pertaining to the required maintaining of an owners association and the maintenance or other permit conditions required by the St. Johns River Water Management District permit may not be amended.
- 3. The Covenants shall remain in full force and effect, except as amended herein.

## IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that

this Amendment has been duly adopted pursuant to the requirement of the Covenants.

STERLING RIDGE OWNERS ASSOCIATION, INC. ATTEST: Print Name: Title: President Title: Secretary WITNESSES: (CORPORATE SEAL) Print Name: Notary Public State of Florida Lisa M Carmichael-Sullivan Print Name: MELBA STATE OF FLORIDA COUNTY OF DUVAL THE FOREGOING INSTRUMENT was acknowledged before me this 24th STERLING RIDGE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: X personally known to me; or [ ] has produced as identification; and who: [ ] did [ ] did not take an oath. Priht/Name: Usa M. Carmichael-Sullivan Notary Public, State of Florida at Large My commission expires: STATE OF FLORIDA COUNTY OF DUVAL THE FOREGOING INSTRUMENT was acknowledged before me this 24 ,2017, by FRENANDO J. CASTANEDA, as Secretary of STERLING RIDGE OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: personally known to me; or [] has produced \_\_\_\_\_\_ as identification; and who: [] did [] did personally known to me; or [ ] has produced \_ not take an oath. Notary Public State of Florida isa M Carmichael-Sullivan Print Name: LISAM Carmyhael-Sullivan Commission FF 146886 Notary Public, State of Florida at Large

My commission expires: