

Summary of Covenants & Restrictions

The following is an abridged summary of the current Covenants and Restrictions, which apply to The Woods Subdivision in Jacksonville, Florida . This document is to be used as a guide only. If specific verification of information is required, the complete, official Covenants and Restrictions document should be reviewed, along with The Woods rules & regulations, all of which should have been provided to you prior to closing by the previous owner or your builder. All sections of the documents are not included in this summary. In the case of a conflict between The Woods' Covenants & Restrictions and its rules & regulations, the provisions of the Covenants & Restrictions shall prevail.

3.0 – Membership: Every fee-simple title owner of any lot within The Woods subdivision is a member of the Association. Each owner is entitled to one vote per lot owned.

4.0 – Property rights: Subject to the provisions of the Covenants, any published Association rules, and fees or charges established by the Association, every member shall have the right and easement of enjoyment to the common properties. The Association has the right to suspend these rights to any member due to unpaid assessments or because of infractions of the rules.

5.0 – Maintenance assessments: Every owner, by accepting a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual maintenance assessments and charges, and any special assessments or charges which may be established from time to time. The assessments shall be used exclusively for the improvements, maintenance and operation of the common properties and services, which the Association is authorized to provide

9.1 - Minimum square footage of dwellings: There are currently eleven units platted in The Woods, each of which has specific requirements for square footage. The Covenants and Restrictions for the applicable unit should be reviewed prior to commencing construction for verification of applicable square-footage requirements.

9.3 - Completion of construction: Construction of all single-family dwellings and patio homes must be completed within six months, and shall not exceed 35 feet in height.

9.5 - Upkeep and maintenance of dwelling and lot: Each owner is responsible for preventing any unclean, unsightly or unkempt conditions of buildings and grounds, which will decrease the aesthetic appearance of the development.

9.6 - Conduct of residents: No noxious or offensive activity shall be conducted in or upon any lot or dwelling unit. Residents shall not engage in any activity, or maintain any condition, plant, animal, device or thing, whose activities or existence shall become noxious, dangerous, unsightly, unpleasant, or which shall diminish the aesthetic appearance of the community.

9.8 - Signs: No commercial signs, or other similar signs, shall be erected or maintained on any lot, except with the written permission of the Association except as may be legally required.

9.9 - Parking for boats, trailers, and trucks: Each lot and unit owner shall provide parking for two automobiles off the street prior to occupancy. No boats, trailers, trucks (other than pick-up trucks), motor homes, or recreational vehicles shall be parked on any lot, except within a specifically screened area so that the vehicle may not be seen from the street.

9.14 - Garages: All garages constructed by the owners of any lots must be constructed as part of the same building as the residence building, and will be governed by the same rules and provisions applicable to the residential dwelling structure.

9.16 - Temporary structures: No structure of a temporary nature shall be placed on any lot at any time, except as required to accommodate contractors engaged in building activity.

9.17 - Mobile homes: No trailer or mobile home shall be placed on any lot at any time, except as required to accommodate contractors engaged in building activity.

9.18 - Storage facilities: No fuel tanks or similar storage receptacles may be exposed to view, and may only be installed within the main dwelling structure, accessory building, or within the approved screened area, or must be buried underground.

9.19 - Screening fences: Each lot owner must construct a screening fence to shield from view a small service yard. The Association must approve plans for fence and yard.

9.22 - Trees: No trees may be removed without the written approval of the community unless located within ten feet of the main dwelling or the approved main dwelling site.

9.25 – Enforcement: Enforcement of these Covenants and Restrictions may be by any proceeding in Courts of competent jurisdiction against anyone violating or threatening to violate the Covenants and Restrictions or circumvent any such Covenants and Restriction, such proceeding to restraint violation and/or to recover damages therefore, and may include an action against the land as well as to enforce any lien created hereby.

9.27 - Construction and interpretation: The Association Board of Directors shall have the right to decide all issues arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions. Accordingly, such constructions and/or interpretations shall be final and binding upon all parties affected thereby and in all questions of the law, this instrument shall be construed under the laws of the State of Florida.

Revised May 2005