

**DECLARATION
OF THE
ST. JAMES BAY
LAND USE COVENANTS**

Carabelle Properties Limited, a Texas limited partnership authorized to conduct business in Florida, is the owner and developer of certain lands situated in Franklin County, Florida, known and designated as St. James Bay, as described in Exhibit A (the "Property"). By this instrument, Carabelle Properties Limited imposes on the Property (other than that property designated as "Commercial Area" and "General Utility Area" shown on the Master Plan on Exhibit B, and the "Golf Course" as shown on Exhibit D) the following conditions, restrictions, and limitations which shall be covenants running with the land, binding the Declarant, its successors and assigns, and all persons claiming any right, title, or interest in the Property and all subsequent purchasers of the Property or any part thereof, their heirs, personal representatives, successors and/or assigns. This Declaration is for the benefit of the present and future owners of residential Lots in the development ("Owners") known as St. James Bay. These restrictions shall remain in full force and effect for a period of twenty (20) years from the execution date of this Declaration, after which time such covenants shall automatically extend for successive ten (10) year periods unless an instrument signed by a majority of the Owners of Lots has been recorded, agreeing to change said covenants in whole or in part. Carabelle Properties Limited, its successors an/or assigns, reserve the right to add additional restrictive covenants in respect to the Property, or to limit the application of the covenants contained herein, but shall in no way make any changes that would reduce square footage requirements of the Living Area or Setback Lines where such Setback Lines adjoin a wetland or the Golf Course as shown on Exhibit D and no change may abrogate or limit any right of existing residential Owners in St. James Bay. There shall be one Master Association covering all the Property other than that property designated as "Commercial Area" and "General Utility Area" on the Master Plan shown on Exhibit B and other than the property designated as "Golf Course" shown on Exhibit D. This Declaration shall not in any way affect any actions or operations taking place on that area shown as Golf Course on Exhibit D. The different types of residential parcels of the Property shown on Exhibit B may be covered by other, more location specific, associations which may be subject to separate provisions, covenants and restrictions governing those different parcels of the development. If there is any conflict between the provisions, covenants, and restrictions set out in different association documents covering those different types of residential parcels shown on Exhibit B and the provisions, covenants and restrictions set out in this Declaration, the provisions, covenants and restrictions set out in this Declaration shall control.

ARTICLE I – DEFINITIONS

1. "Bay Facility" means that property shown on Exhibit B as "Homeowner's Recreational Facility." The Bay Facility is for the enjoyment of all Owners of Lots in the Subdivision.

2. "Board" shall mean the Board of Directors of the St. James Bay Property Owners Association, Inc. (the "Master Association").
3. "Bylaws" shall mean the Bylaws for the St. James Bay Property Owners Association, Inc. and any amendments that are made to the Bylaws from time to time.
4. "Common Area" shall mean any land and facilities that the Master Association owns or maintains, including, but not limited to, wildlife habitat areas, the Bay Facility, and any easements for drainage and stormwater treatment facilities reserved to the Master Association. Common Area does not include the land or facilities that are part of the Golf Club as shown on Exhibit D as "Golf Course," its successors and/or assigns, the area shown on Exhibit B as "General Utility Area," or the Commercial Property as shown on Exhibit B. Declarant may, in its sole discretion, designate as Common Area, at a later date, all or part of the area shown on Exhibit B as General Utility Area.
5. "Declarant" shall mean and refer to Carabelle Properties Limited, a Texas limited partnership, the owner of the Property, which is authorized to do business in the State of Florida, or Carabelle Properties Limited's successors and/or assigns.
6. "Declaration" shall mean and refer to this instrument and all its provisions and any amendments to the provisions of this Declaration that are from time to time adopted under the provisions of this Declaration or the provisions of the Bylaws.
7. "Easement" shall mean the easements described herein as well as the easements shown on the Plat recorded in Plat Book ___, Page ___ of the Public Records of Franklin County, Florida and any easements that may be filed from time to time with the filing of plats for the various phases of the St. James Bay Development. Declarant may grant such easements as it deems necessary for the development and efficient operation of the Subdivision, including, but not limited to, cart path easements and "flyway" easements across the wetlands shown on the Master Plan on Exhibit B for the Golf Club.
8. "Garden Home Lot" for purposes of these covenants shall mean that portion of the Property described in Exhibit B as "Garden Homes" and designated as Blocks J, K, L, M, S and T as shown in Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida; such plat may be filed in several phases. Each individual single family residential parcel that is located in the blocks covered by this paragraph shall be known as a "Garden Home Lot." Declarant reserves the right to designate Blocks S and T, or either of them, in any later phase, as Single Family Lots.
9. "Garden Home Association" shall mean the St. James Bay Garden Home Property Owners Association, Inc. a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots set out as Garden Home Lots.

10. "Golf Club" means any land or facilities that are a part of the Property designated as Golf Course on Exhibit D including but not limited to any wildlife habitat areas, Easements, and drainage or retention areas that are reserved to the Golf Club. These areas are not a part of the Common Area of the Master Association. However, the Golf Club shall be a Member of the Master Association, but only to the extent set out in Articles II and Article III of the Bylaws for voting and assessment purposes
11. "Improvement" and/or "Improvements" shall mean all buildings, out-buildings, sheds, driveways, parking areas, fences, swimming pools, tennis courts, lights and utility poles and lines, and any other structure of any type or kind. Improvements to be placed on any Single Family Lot or Garden Home Lot require the prior written approval of the SJBARB as herein defined or as defined in the Bylaws. Improvements on that portion of the Property containing Units and defined as Block U on Exhibit B shall not require SJBARB approval.
12. "Living Area" shall mean those heated and air-conditioned areas that are finished out as a living area and shall not include garages, attics, carports, porches, patios, or storage areas.
13. "Lot" for the purposes of these covenants, unless herein specifically stated otherwise, shall mean collectively Single Family Lots, Garden Home Lots, and Units and the improvements thereon.
14. "Maintenance" shall mean the exercise of reasonable care to keep the lakes, Wildlife Habitat Areas, landscaping, drainage, stormwater treatment facilities, streets not dedicated to a public entity for maintenance, and other related improvements in good and functioning condition.
15. "Master Association" shall mean the St. James Bay Property Owners Association, Inc. a Florida not-for-profit corporation, which governs the use and enjoyment of the Property, other than that designated as "Commercial" and "General Utility Area" on Exhibit B. The Master Association shall govern the use and enjoyment of Golf Club only as specifically set out herein and in the Bylaws and such governing of that use and enjoyment may not be expanded by the Master Association. Declarant may, in its sole discretion, designate as Common Area at a later date, all or part of the area shown on Exhibit B as General Utility Area.
16. "Member" shall mean every person or entity that holds membership in the Master Association.
17. "Multi-Family Association" shall mean the St. James Bay Multi-Family Association, a Florida not-for-profit corporation, which will govern the use and enjoyment of those Units located on Block U, as shown on the Plat, as shown on Exhibit B.

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18. "Owner" shall mean the record owner, whether one or more persons or entities, or one holding a legal or beneficial interest in a Lot at St. James Bay Development, but shall not include those holding title to a Lot, or an interest therein, as security for the performance of an obligation. However, those holding title as security for the performance of an obligation shall do nothing that would violate the Bylaws or the provisions of this Declaration.
 19. "Plat" shall mean that property plat, as platted in compliance with the designations and configurations shown on Exhibit B and in a configuration as it is from time to time filed in the Public Records of Franklin County, Florida as St. James Bay land use plan. Configuration of the Lots on such Plat shall be filed in the Public Records of Franklin County, Florida in phases in Blocks. The first phase shall consist of Blocks A, B, C, D, H, I, J, K, L, M, N, P, Q and R as shown in Exhibit C.
 20. "Property" shall mean all of the land described in Exhibit A.
 21. "Setback Lines" shall mean the distances set out herein that any structure must be from the various property lines on the Single Family Lots and Garden Home Lots.
 22. "Single Family Association" shall mean the St. James Bay Single Family Property Owners Association, Inc. a Florida not-for-profit corporation, an association which may be established to cover the use and enjoyment of those Lots set out as Single Family Lots.
 23. "Single Family Lot" for purposes of these covenants shall mean that portion of the Property described in Exhibit B as "Single Family Homes" and designated as Blocks A, B, C, D, E, F, G, H, I, O, P, Q, and R on the Master Plan as shown in Exhibit B and divided into single family residential parcels for sale by the Declarant to the general public. The Plat of the Subdivision will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located in the blocks referred to above in this paragraph shall be known as a "Single Family Lot." Declarant reserves the right to designate Blocks P, Q and R, all, one or any combination of them, in any later phase as Garden Home Lots.
 24. "SJBARB" shall mean the St. James Bay Architectural Review Board as provided for in the Bylaws.
 25. "St. James Bay Development" shall mean the entire approximately 378 acres shown on the plat and all the designations thereon as shown on the attached Plat in Exhibit B.
 26. "Subdivision" shall mean all the Property known as St. James Bay Development, other than that property designated as "Commercial" and the area in the northwest corner of the property designated as "General Utility Area" shown on Exhibit B and "Golf Course" as set forth in Exhibit D and as divided into Lots and Blocks, the first phase of which are shown on Exhibit C, as shown on the plat records in the Public Records of Franklin County, Florida
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as they are from time to time recorded. The Platted Lots in the Subdivisions will be niced in Phases.

27. "Unit" for the purposes of this Declaration shall mean that portion of the Property designated on the plat shown on Exhibit B as Block U and built, or to be built, as a multi-family facility and divided into separate single family units for sale or lease by the Declarant, its successors and/or assigns to the general public. The Declaration of Units will be recorded in the Public Records of Franklin County, Florida. Each individual single family residential parcel that is located on said Block U shall be known as a "Unit."

ARTICLE II - USE RESTRICTIONS

Section 1 - Residential Use Only - Lots shall be used for residential purposes only, and a maximum of one single-family residence, with an approved outbuilding, shall be allowed per Lot. No Lot shall be further subdivided.

Section 2 - Single Family Use Only - A guest suite or like facility may be included as part of the main building or approved outbuilding, but such suite shall not be rented or leased except as part of the main dwelling and provided that such guest suite does not result in overcrowding the site. Rental of the entire residential facility, either individually or as a part of a rental program approved by the Master Association, shall not violate this restriction.

Section 3 - Square Footage Requirement - No dwelling shall be constructed on a Lot designated as a Single Family Lot that contains less than 2000 square feet of Living Area, and no dwelling shall be constructed on a Lot designated as a Garden Home Lot that contains less than 1500 square feet of Living Area. Once construction begins, it shall be pursued diligently until completed. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible due to reasons beyond the Owner's control or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

Section 4 - Utility Easements - Easements and rights of way are expressly reserved for the creation, construction, and maintenance of utilities, as, for example gas, water, telephone, cable TV, electricity, sewers, storm drains, public, quasi-public and private, as well as for any public, quasi-public, or private utility or function deemed necessary or expedient for the public health and welfare. These easements and rights of way shall be confined to the rear ten(10) feet of every Lot abutting property comprising a part of the Golf Club and five (5) feet along each side of the property line separating every Lot in the Single Family Lot portion of the Subdivision, and five (5) feet along the side of the Garden Home Lot line that is not the zero lot line side; and the front ten (10) feet of every Lot along every street of the Subdivision; provided further that Declarant and/or Master Association may cut drainways or build berms for surface water diversion or containment wherever and whenever such action may appear to Declarant and/or Master Association to be necessary in order

to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. Where two Lots have been purchased by one Owner in the Single Family Lot area or Garden Home Lot area upon which a single structure is to be built, the easement derived from this paragraph that would have originally been between the two purchased Lots shall cease to exist except where it is an easement that was on the Master Plan, there is already an implied easement established by a utility line or drainage pipe already installed between the Lots and/or there is already a recorded easement in the Public Records of Franklin County, Florida between the Lots.

Section 5 - Submission of Plans - Plans and specifications for all Improvements must be submitted to the SJBARB, its duly authorized designee or to its successors or assigns, for written approval as to the quality of workmanship and materials including paint and roof colors, harmony of external design, size, and existing structures before commencement of any construction in the Subdivision. Such submission must include location of Improvements with respect to topography and finished grade elevation prior to commencement of construction.

Section 6 - No Construction Without Prior Approval - No building, fence, or other structure shall be erected, placed, or altered on any Single Family Lot or Garden Home Lot until the proposed building plans, specifications, exterior color or finish(including that of the roof), plot plan (showing proposed location of such building or structure, drives, and parking areas) shall have been approved in writing by the SJBARB or its authorized designee. Trees designated for removal must be marked and string lines designating the exterior perimeter of all Improvements must be in place prior to inspection and approval of all proposed construction or renovation. Refusal to approve plans, location, or specifications may be based upon any grounds, including purely aesthetic conditions, which the SJBARB shall deem sufficient in its sole and absolute discretion. No alteration in the exterior appearance of any building or structure on any Lot within the Subdivision shall be made without the approval of the SJBARB.

Section 7 - Walls and Fences - No wall or fence shall be erected or placed within the front (next to street) setback lines of any Lot. No wall or fence may be erected or placed in any Setback area facing the Golf Club or any Setback area facing areas designated as wetlands; there will be no variance given to this rule set out in this Section 7 of this Article II.

Section 8 - Signs - No sign of any kind shall be exhibited on or above any Lot in the Single Family Lot Subdivisions or the Garden Home Lot Subdivision without written approval of SJBARB or its duly authorized designee, successor, or assigns, except as provided herein. One professionally produced sign of not more than 3 square feet may be temporarily displayed by each property Owner within the confines of his own Lot during a political campaign or in support of a civic activity, for a reasonable period, such period to be determined by the SJBARB in its sole and absolute discretion. One sign not more than 5 square feet may be displayed by a builder to advertise the property during construction. One sign of not more than 5 square feet may be displayed advertising a subject

property for sale or rent. Signs permitted under these exceptions must be removed from the property if requested by the SJBARB, and decision by the SJBARB shall be in the SJBARB's sole and absolute discretion and may be arbitrary. The SJBARB is authorized to remove any such sign if it has not been removed within three (3) days of the notice to remove is given by the SJBARB. Declarant, its successors and/or assigns may display a reasonably sized construction and information sign during development of any of the property making up St. James Bay Development.

Section 9 – Animals – No husbandry of either animals or fowls shall be conducted or maintained in the Subdivision. House pets shall be excluded from this restriction. Any animal creating a nuisance or annoyance in the Subdivision shall constitute a nuisance and shall result in the Master Association taking whatever action is appropriate to remove such nuisance. No domestic animal shall be allowed to roam free within St. James Bay Development.

Section 10 – Landscaping – Landscaping and other vegetation on individual properties shall not materially impair the continuity of the general landscaping plan of the St. James Bay Development. All Lot Owners are required to use as close to the natural vegetation type normally found in the area as possible in their landscaping, using Xeriscape methodology. Exotic plants as they are from time to time designated for this area of Florida are prohibited.

Section 11 - Manufactured Homes - No mobile homes, manufactured homes, travel trailers, pre-fabricated homes, or temporary structures shall be allowed on any of the Lots, except as temporary construction offices and storage that are placed on a Lot during the construction of a dwelling and such temporary structure must be approved by the SJBARB.

Section 12 - Storage of Personal Property - All personal property shall be either kept or maintained in a proper storage facility. No Lot shall be used as a junkyard or for automobile storage. Anything stored on the property must be kept within a completely enclosed structure approved by the SJBARB.

Section 13 - Parking of Commercial Vehicles - No commercial vans or trucks, and no semi-trucks or tractor-trailer rigs may be parked in residential areas unless they are necessary for the actual construction, maintenance or repair of Improvements located on a Lot. This provision is not intended to prohibit a Lot Owner from parking, at the Owner's home, personal vehicles such as standard pick-up trucks, vans, and sport utility vehicles that are used as the normal day to day transportation of the Owner.

Section 14 - Street Parking - There shall be no street parking whatsoever of any vehicles including but not limited to cars, trucks, boats, recreational vehicles, campers, motor homes, or any other vehicle unless such parking is temporarily necessary under unusual circumstances such as a large party or reception.

Section 15 - Parking of Boats, etc. - Boats, trailers, campers, and other recreational vehicles shall only be parked or stored within the garage or carport, each of which structures shall have been approved by the SJBARB.

Section 16 - Driveways - All residences shall have a clearly defined driveway constructed of concrete or "hot mix" asphalt or such other material as may be approved by the SJBARB. No driveway may exceed ten (10) feet in width in the Front Yard Set Back Line.

Section 17 - Sidewalks - At the time Improvements are built on a Lot, but no later than one year after the Owner closes on a Lot, the Owner shall build a sidewalk running parallel with its front property line. The sidewalk shall be built between its front property line of the Lot and the street on the right-of-way of the street. The sidewalk shall be built to the specifications provided by the SJBARB and will be routed for the SJBARB's approval before such sidewalk is built. If there are trees in the right-of-way the sidewalk will be routed in such a way as to avoid removing the trees if possible. No Improvements will be approved under Section 3 of Article V of the Bylaws until the sidewalk is completed. Should the Owner fail to install a sidewalk in compliance with this Section 17 of this Article II, the Master Association shall cause that sidewalk to be installed, and the Owner shall be assessed at the cost paid by the Master Association to install the sidewalk plus 25% of said cost; this 25% additional amount charged to the Owner is for the administrative cost and effort that the Master Association incurs. This cost shall be final and the Master Association may not be questioned or petitioned as to its reasonableness. This assessment shall be paid within 30 days of it being assessed the Owner and collection thereof shall be enforced in the same way as any other assessment.

Section 18 - Mailboxes - The size, location, design, and type of material of mailboxes or paper boxes or other receptacles of any kind must be approved in writing by the SJBARB prior to construction. If the U. S. Postal Service requires that the mail be delivered and picked up at a central location or it is deemed by Declarant and/or the Master Association that it is preferable to have a central location to deliver and collect the mail, no mail boxes will be allowed other than those at the central location.

Section 19 - Sewer and Water - All buildings other than those on the Bay Facility shall connect with central water and sewer utilities.

Section 20 - Golf Course Setback - No structure of any type may be constructed within twenty-five (25) feet of a Golf Club property line on any Single Family Lot or Garden Home Lot. In accepting a deed to a Lot, the Owner of any Lot bordering the Golf Club accepts the risk of ownership of such Lot, and acknowledge that any portion of their property or dwelling may be hit by golf balls and anyone outside on such Lot is in danger of being hit and accepts that responsibility for both the Owner and the guests or invitees of said Owner.

Section 21 - Front Yard Setback - Setback Lines for Single Family Lots and Garden Home Lots shall be Twenty (20) feet from the front property line along any street (nearest the street), and no structure may be placed in this area.

Section 22 - Wetland Setback - No Improvement of any kind may be built on a Single Family Lot or Garden Home Lot within twenty-five (25) feet from any property line where that line joins an area designated as a wetland area on the Master Plan as shown on Exhibit B.

Section 23 - Side Yard Setback Line -

- (a) Side yard Setback Lines in the Single Family Lots shall be a minimum of five (5) feet between side property line and any Improvements put on a Single Family Lot.
- (b) Side yard Setback Lines in the Garden Home Lots shall be as follows: when facing the Garden Home Lot from the street the left side of the Lot shall be a zero set back space and the right side shall be five (5) feet between any improvement and the adjoining Lot. No part of the structure may overhang the property line on the zero side and no water falling from the roof shall be allowed to fall to the ground onto the adjoining property on the zero side of the property. The garage or carport of the property shall always be on the right side or five foot setback side of the Lot. However, when a Garden Home Lot has no adjoining lot on one side or both sides, the side yard Setback Line shall be the same as a Single Family Lot except where it is controlled by another Setback Line such as a wetland or golf course Setback Line.

No structure may be placed on the property outside the Setback Lines. At any time two contiguous Lots are owned by the same person or entity, and that person or entity submits plans to build one structure on both Lots, the side yard Setback Line between the two Lots will be eliminated and a side yard Setback Line on the combined Lots shall be set by the SJBARB, but shall not be less than the Setback Lines set out herein

Section 24 - Back Yard Setback - In areas that the back yard does not face either the Golf Club or wetlands, no structure of any kind may be built within 20 feet from the rear property line of any Single Family Home Lot or any Garden Home Lot.

Section 25- Fourplex Setback - No structures built in Block J, as shown in Exhibit B, shall be built closer twenty (20) feet from the street side property line and all drives and garages shall be as designated by Declarant, his successor and/or assigns. This Block is intended for Fourplex and Duplex attached structures so that back and side yard set backs are not to be considered in this Block only.

Section 26 - Garages and Carports - (a) In the Single Family Lot area of the Subdivision all residences must have a garage with a closing door and the entrance to that garage must be back from the Front Yard Setback Line of a Lot at least twenty (20) feet. (b) In the Garden Home Lot area of the Subdivision all residences must have either a carport or a garage. The entrance of that garage

or carport must be back twenty(20) feet from the Front Yard Setback Line of the Lot. All garages and carports must be an integral part of the house and not just connected by a walkway. If the subject Lot contains a garage it must have a working closing door; if it is a carport, such structure must not be enclosed except on the side of the residence structure, except that storage may be built at the end of the carport away from the street. Any storage in carports must be enclosed and the open area shall be kept clean and free of objects or debris.

Section 27 – Antennas - No antennas, pipes, wires, or other appurtenances underneath or adjoining a structure shall be exposed. All utilities must be buried. No satellite dish may exceed twenty-five (25) inches in diameter, and such dish shall be placed in a location that it is not visible from the street.

Section 28 - Garbage Receptacles- During construction of any home in the Single Family Lots or the Garden Home Lots, the contractor or builder of any home shall place a trash receptacle on the property and all trash, garbage and construction debris created during construction shall be deposited in said receptacle and said receptacle shall be emptied when necessary to avoid being unsightly. No garbage, trash or construction debris shall be piled upon the ground. After the construction is completed, each Lot Owner in the Single Family Lots and the Garden Home Lots shall provide receptacles for garbage in a secure location not generally visible from the street. In order to reduce potential human-wildlife conflicts, household garbage must be kept in a container inside the garage or walled storage area of the residence (not an open or screened porch), or must be stored in a wildlife-proof receptacle approved by the SJBARB until the day of collection. Garbage containers may not be placed at the roadside for collection prior to 6:00 a.m. on the day of collection.

Section 29 - Noxious Activity - No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.

Section 30 - Tree Removal - Removal of any tree four (4) inches or more in diameter at a point three feet above ground level from any Single Family Lot or Garden Home Lot must be approved by the SJBARB prior to removal. Fear of damage from trees blown down by high winds or hurricanes or mess made by the droppings from the trees to roof, patio, deck or pool are not valid reasons for removing trees. Should a tree be removed in contravention of this section, the SJBARB and/or Master Association may replace the tree, or an equivalent tree, of equivalent size, and the cost of such replacement plus twenty-five percent (25%) shall be assessed the Lot Owner and said assessment shall be collected and enforced in the same method of any other assessment on the Lot by the Master Association.

Section 31 - Variance Approval - The SJBARB shall have the power to vary a Setback Line and other requirements set out in this section of this Declaration where, in the SJBARB's sole and absolute discretion, strict enforcement of the applicable Setback Line or other such requirement would result in unnecessary hardship or where a good tree could be saved by a slight variance, except the SJBARB may not vary the Setback Line from any area designated as a wetland or against the Golf Club.

Section 32 - Vacant Lots - In order to implement effective insect, reptile, and woods fire control, the Declarant and/or Master Association reserves for themselves and their agents the right to enter upon any residential Lot on which a residence has not been constructed and upon which no approved landscaping plan has been implemented (with prior written approval of the SJBARB for such plan), such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of Declarant or Master Association detracts from the overall beauty, setting, and safety of the St. James Bay Development. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. Declarant and its agents and/or the Master Association may likewise enter upon such Lot to remove any trash that has collected on such Lot without such entrance being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant and/or the Master Association to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal services. Any charge for such action shall be assessed to and payable by the Lot Owner to Master Association and shall be collectable the same as an assessment.

Section 33 - Height Restriction - The height of residential structures on the Single Family Lots and the Garden Home Lots is limited to no more than two (2) stories of Living Area not to exceed 35 feet above the floor surface of the first floor of the living area.

Section 34 - Front Porches - All front entrances to residences built on the Single Family and Garden Home Lots are required to have front porches. The front porches must comprise a minimum of 40% of the front facade and are required to have a minimum depth of 6 feet with a maximum depth not to exceed 12 feet.

Section 35 - First Floor Elevation - All homes built on the Single Family and Garden Home lots are also required to have elevated first floors and porches that are at least 24" above grade and not more than 48" above grade.

Section 36 - Swimming Pools - Swimming pools that are not completely enclosed may be located on lots that back up to other residential lots or do not back up to the golf course or any wet lands. Lots backing to the golf course may only have a pool where the pool and any decking is completely behind the setback requirement and is completely enclosed. Lots backing to the wet lands may only have a pool where the pool and any decking are fenced and the pool, decking and fencing are completely behind the setback requirement.

Section 37 - Multi-Family Lots - Nothing herein, nor amendment hereto, shall be construed to subject that area shown as Multi-Family Homes on the Master Plan shown on Exhibit B and designated as Block U on Exhibit B, to any of the restrictions set out in this Article II.

Section 38- Commercial Area - That area designated as Commercial Property on the Plat shown in Exhibit B is in no way affected nor controlled by any of these Land Use Covenants nor any amendment hereto.

Section 39 - St. James Bay Golf Course - Nothing herein, nor amendment hereto, shall be construed to subject the area shown on Exhibit D as Golf Course to these restrictions set out in this Article II.

Section 40- General Utility Area - Nothing herein, nor amendment hereto, shall be construed to subject the area shown on Exhibit B as General Utility Area to these restrictions set out in this Article II.

ARTICLE III – DECLARANT’S DEVELOPMENT RIGHTS

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or any person or entity obtaining all or a substantial part of Declarant’s interest in the St. James Bay Development, or contractors or subcontractors of Declarant from doing or performing whatever Declarant, its successors and/or assigns, determine is reasonably necessary or advisable in connection with the completion of the development of the Property. It is specifically specified that Declarant may change the sideyard setback lines on those Lots designated the Garden Home Lots for all phases after phase I. Notwithstanding anything to the contrary stated in the Bylaws or these Land Use Covenants, Declarant may change the designation of one or all of Blocks P, Q, and R to Garden Home designation on any phase after Phase I and may change the designation of one or both of Blocks S and T to Single Family designation in any phase after Phase I. In no event may there ever be more than five hundred seventy- five (575) Lots.

ARTICLE IV – MISCELLANEOUS

Section 1 – Severability – In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any other provisions hereof, which shall remain in full force and effect, and any provision of this Declaration deemed invalid by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, invalidation of any of the covenants or restrictions or terms or conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise, shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 2 – Notices – Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner on the records of the Master Association at the time of such mailing.

Section 3 – Interpretation of Declaration – The Board of Directors of the Master Association shall have the right and responsibility to determine all questions arising in connection with this Declaration and to construe and interpret the provisions of this Declaration in good faith. All such interpretations shall be binding on the Owners of all the Lots in St. James Bay, but only as to matters that pertain to that Lot upon which a decision is being made.

Section 4 – Other Associations – These covenants and restrictions are applicable within the St. James Bay Development as specifically set out herein. The Single Family Lots and Garden Home Lots may be subject to separately enumerated covenants, restrictions and associations and the Multi-Family Units will be subject to separately enumerated covenants, restrictions and association.

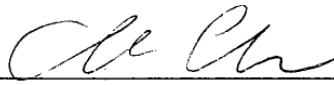
Section 5 – Attorneys' Fees – In connection with any litigation, including appeals, arising out of this Declaration, the prevailing party shall be entitled to recover from the non prevailing party all costs incurred, including reasonable attorneys' fees.

Section 6 - Number and Gender - The reference to the singular or plural person or entity in this instrument shall also include the other and the reference to male or female person shall also include the other gender.

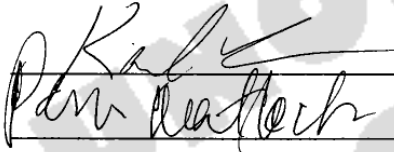
This Declaration is effective the 10 day of April, 2003.

Carabelle Properties Limited
Declarant

Inst:0200302455 Date:04/14/2003 Time:11:03
DC,Kendall Wade,FRANKLIN County B:733 P:659

By: 
Eddie Clark, President Woodhill Carabelle Inc.
the General Partner of Carabelle Properties Limited

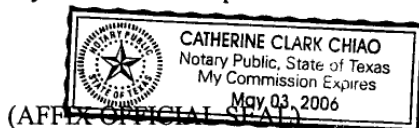
Executed in the presence of:



STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 10 day of April, 2003, by Eddie Clark, as President of Woodhill Carabelle, Inc., a Texas Corporation which is the General Partner of Carabelle Properties, Ltd. He is personally known to me.

My Commission Expires:



Catherine Clark Chiao
(Signature)
Name: Catherine Clark Chiao
(Legibly Printed)

Inst:0200302455 Date:04/14/2003 Time:11:03

DC,Kendall Wade,FRANKLIN County B:733 P:660

**EXHIBIT A
TO THE
DECLARATION OF THE ST. JAMES BAY
LAND USE COVENANTS**

LEGAL DESCRIPTION OF THE PROPERTY

UNOFFICIAL
DOCUMENT

PARCEL 1:

All that tract or parcel of land lying and being in fractional section 5, township 7 south, range 3 west, Tallahassee meridian, Franklin County, Florida, being more particularly described as follows:

Beginning at a concrete monument which is at the northwest corner of said fractional section 5 and on the boundary of a tract of land owned by the United States of America at Carrabelle Radar Annex No. D 3c;

Thence north along the boundary of said United States tract 359.8 feet to a concrete monument at a corner of said tract;

Thence east along the boundary of said United States tract 3,300.0 feet to a concrete monument;

Thence south along the boundary of said United States tract a distance of 3,300.0 feet to a concrete monument;

Thence west along the boundary of said United States tract a distance of 3,300.0 feet to a concrete monument;

Thence north along the boundary of said United States tract a distance of 293.8 feet to a concrete monument;

Thence continue north along the boundary of said United States tract a distance of 2,646.4 feet, more or less, to the point of beginning, being all of tract a-100 of Carrabelle Radar Annex No. D 3c.

PARCEL 2:

A tract of land lying in the southwest and southeast quarter of section 5, township 7 south, range 3 west, Franklin County, Florida, and more particularly described as follows:

Commence at the southwest corner of section 5, township 7 south, range 3 west, Franklin County, Florida, said point of commencement also being the point of beginning, from said point of beginning run along the west line of said section 5, north 00 degrees 07 minutes 33 seconds west 2373.34 feet to a point, thence leaving said west line of section 5 run north 89 degrees 52 minutes 24 seconds east 3301.24 feet to a point, thence south 00 degrees 08 minutes 18 seconds east 703.01 feet to a point, thence run south 60 degrees 53 minutes 40 seconds west 1931.40 feet to a point, thence south 29 degrees 06 minutes 20 seconds east 150.00 feet to a point on the northerly right of way of U.S. Highway 98, thence run along said right of way, south 60 degrees 53 minutes 40 seconds west 1249.80 feet to a point on the south line of section 5, thence leaving said northerly right of way of U.S. Highway 98, run along said section line north 89 degrees 55 minutes 15 seconds west 591.18 feet to the point of beginning.

PARCEL 3:

Lots 1 and 2, Block B, St. James Island Park, Unit #1, a subdivision as per map or plat thereof recorded in plat book 1, page 19, of the public records of Franklin County, Florida.

PARCEL 5:

Begin at the southwest corner of lot 70 of area or Block "S" of Unit Two (2) of St. James Island Park, and run in a westerly direction along the north boundary line of the right of way of Federal Highway No. 319 to a point directly opposite the northeast corner of lot 63 of area or Block "C" of Unit Two (2) of said St. James Island Park Subdivision, which said point arrived at the point of beginning. From said point of beginning run in a northerly direction on the same bearings as the east boundary line of said lot 63 of Block "C" of Unit 2 of St. James Island Park, the distance of 150 feet to the northern boundary line of the land of the parties of the first part, thence run south 52 degrees and 30 minutes west along the northern boundary line of the lands of the parties of the first part, the distance of 100 feet to a point, thence run southerly 150 feet to a point on the northern boundary of the right of way of Federal Highway No. 319, at a point south 52 degrees 00 minutes 30 seconds west 100 feet from the point of beginning; thence run north 52 degrees 00 minutes 30 seconds east along the northern boundary line of the right of way of said Federal Highway No. 319, 100 feet to the point of beginning. More particularly described as the east 100 feet of lot 51.

PARCEL 9:

Lot 63, Area C, Unit No. 2 of St. James Island Park, a subdivision as per map or plat thereof recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 10:

Lot 64, Area C, Unit No. 2 of St. James Island Park, a subdivision of a part of sections 4 and 5, township 7 south, range 3 west, according to plat recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 11:

The west half of lot 65, area of Block C, Unit 2 of St. James Island Park, a subdivision of a part of sections 4 and 5, township 7 south, range 3 west, according to plat of same recorded in plat book 1, page 30, of the public records of Franklin County, Florida.

PARCEL 12:

Lot 10, Block B, Unit 1, St. James Island Park, according to the map or plat thereof recorded in Plat Book 1, Page 19, in the Public Records of Franklin County, Florida.

Inst:0200302455 Date:04/14/2003 Time:11:03

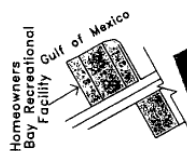
_____DC,Kendall Wade,FRANKLIN County B:733 P:663

**EXHIBIT B
TO THE
DECLARATION OF THE ST. JAMES BAY
LAND USE COVENANTS**

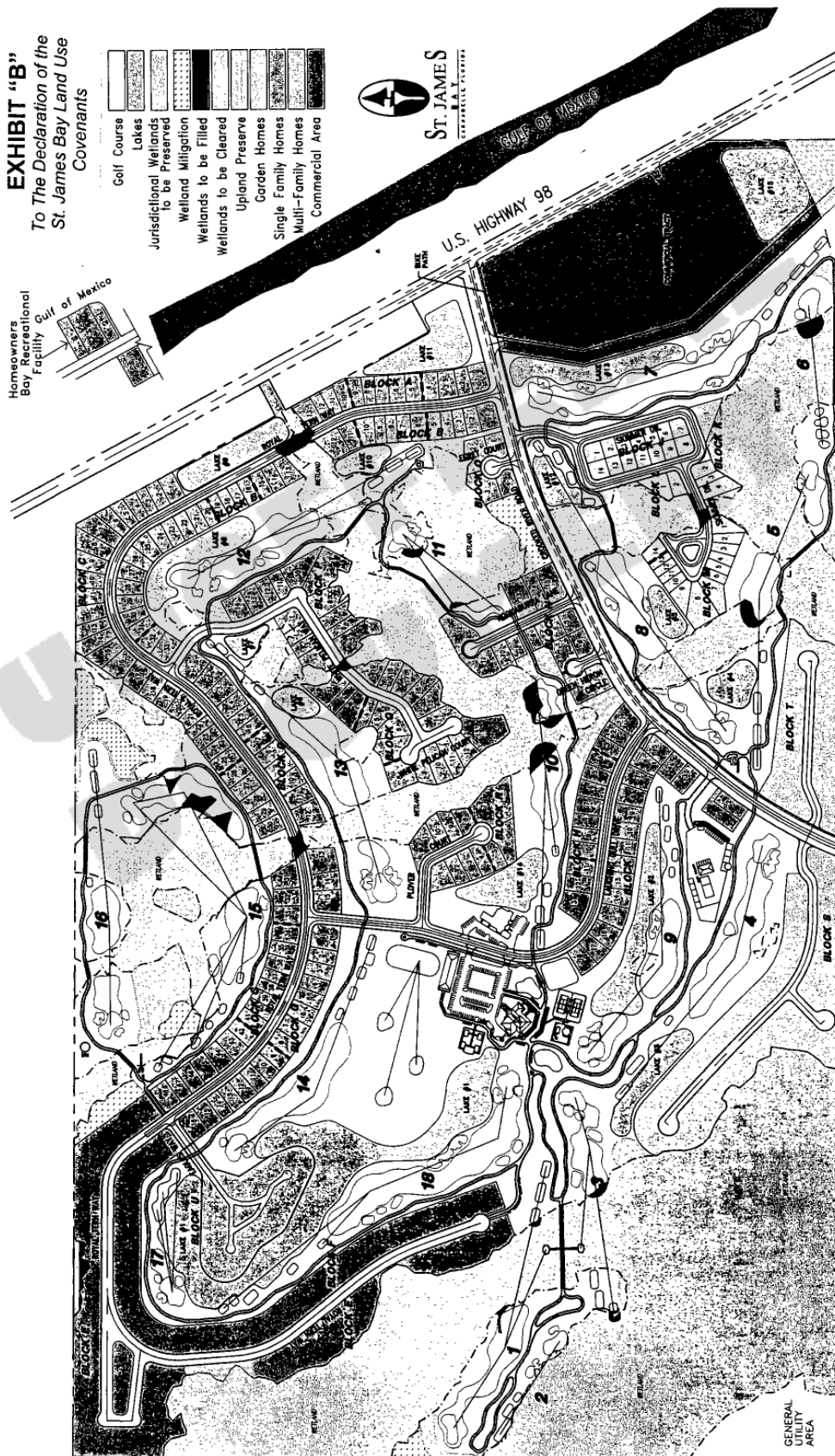
MASTER PLAN OF PROPERTY

UNOFFICIAL
DOCUMENT

EXHIBIT "B"
To The Declaration of the
St. James Bay Land Use
Covenants



- | | |
|--|---|
| | Golf Course |
| | Lakes |
| | Jurisdictional Wetlands to be Preserved |
| | Wetland Mitigation |
| | Wetlands to be Filled |
| | Wetlands to be Cleared |
| | Upland Preserve |
| | Garden Homes |
| | Single Family Homes |
| | Multi-Family Homes |
| | Commercial Area |



St. James Bay
Comprehensive Properties Limited
A Portion of Section 5, Township 7 South, Range 3 West, Franklin County, Virginia

Inst: 0200302455 Date: 04/14/2003 Time: 11:03
DC, Kendall Made, FRANKLIN County B:733 P:664

BASKERVILLE-DONOVAN, INC.
SURVEYING & ENGINEERING
DATE: 4-7-03

PREPARED BY:

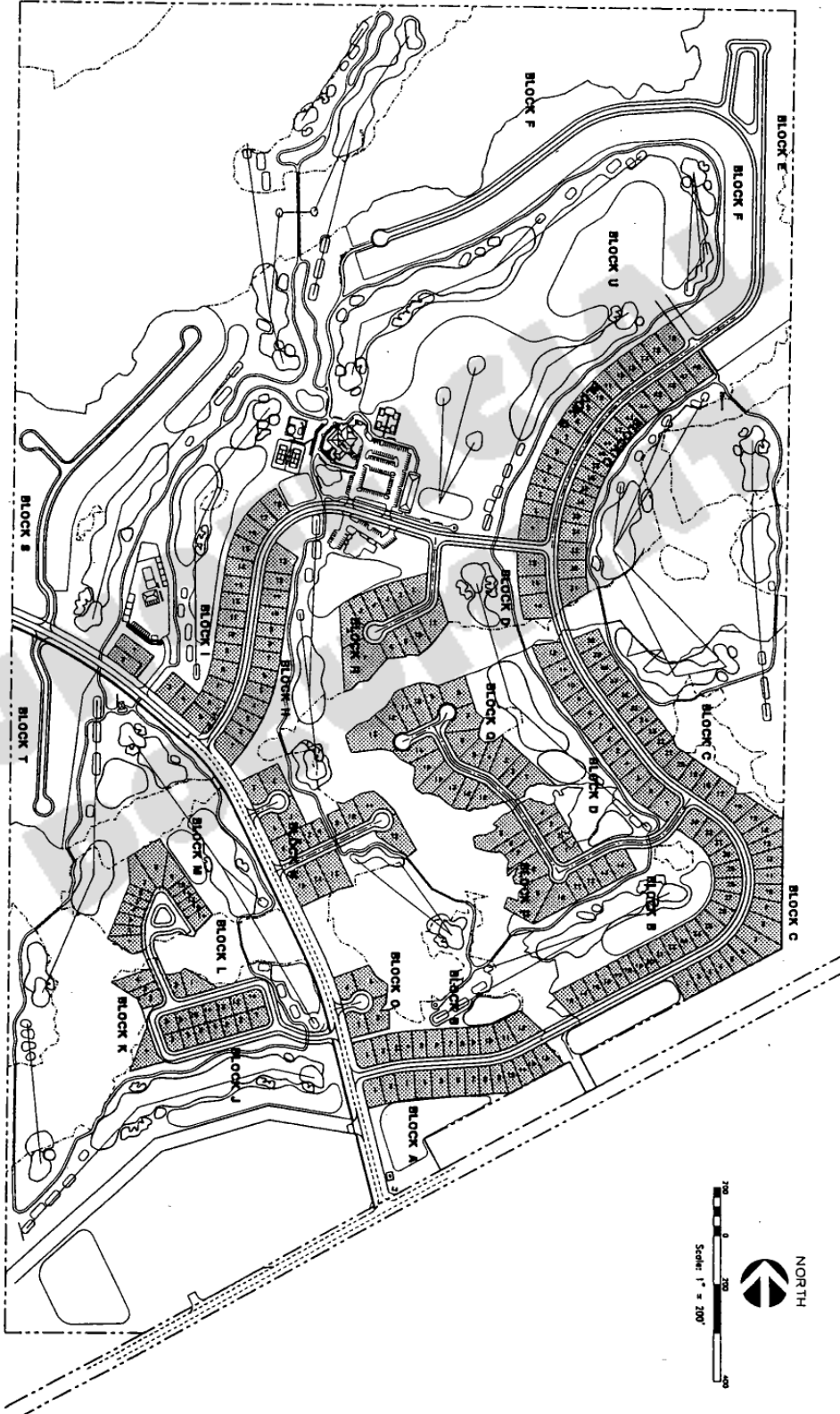
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-----DC,Kendall Wade,FRANKLIN County B:733 P:665

**EXHIBIT C
TO THE
DECLARATION OF THE ST. JAMES BAY
LAND USE COVENANTS**

BLOCKS OF PHASE I

UNOFFICIAL
DOCUMENT

EXHIBIT "C" - ST. JAMES BAY - PHASE 1 (11-4-02)



C_100

BLOCK LAYOUT

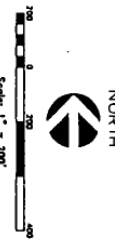
PROJECT NO. 53301.01
 SCALE: 1" = 200'
 DRAWN BY: HCD
 CHECKED BY: HCD
 DATE: FEBRUARY, 2003

NOTED BY: HCD
 DATE: FEBRUARY, 2003

RELEASED FOR CONSTRUCTION
 BY: HCD
 DATE: 10-5-01

NO.	DATE	APPROV.	REVISION/ACTION TAKEN
1	1-7-02	HCD	ADDED PHASE 1A
2	1-20-02	HCD	REMOVED LOT 1 & 2, BLOCK 1
3	2-28-02	HCD	ADDED LOT 1 IN BLOCK 2
4	3-13-02	HCD	ADDED LOT 1 IN BLOCK 2 & 3

ST. JAMES BAY



BASKERVILLE-BONOVAN, INC.
 ENGINEERS & ARCHITECTS
 100 S. BAKER ST., SUITE 200
 FRANKLIN, PENNSYLVANIA 15035
 ENGINEERING REGISTRATION NO. 0000040

Inst: 0200302455 Date: 04/14/2003 Time: 11:03
 DC, Kendall Made, FRANKLIN County B: 733 P: 666

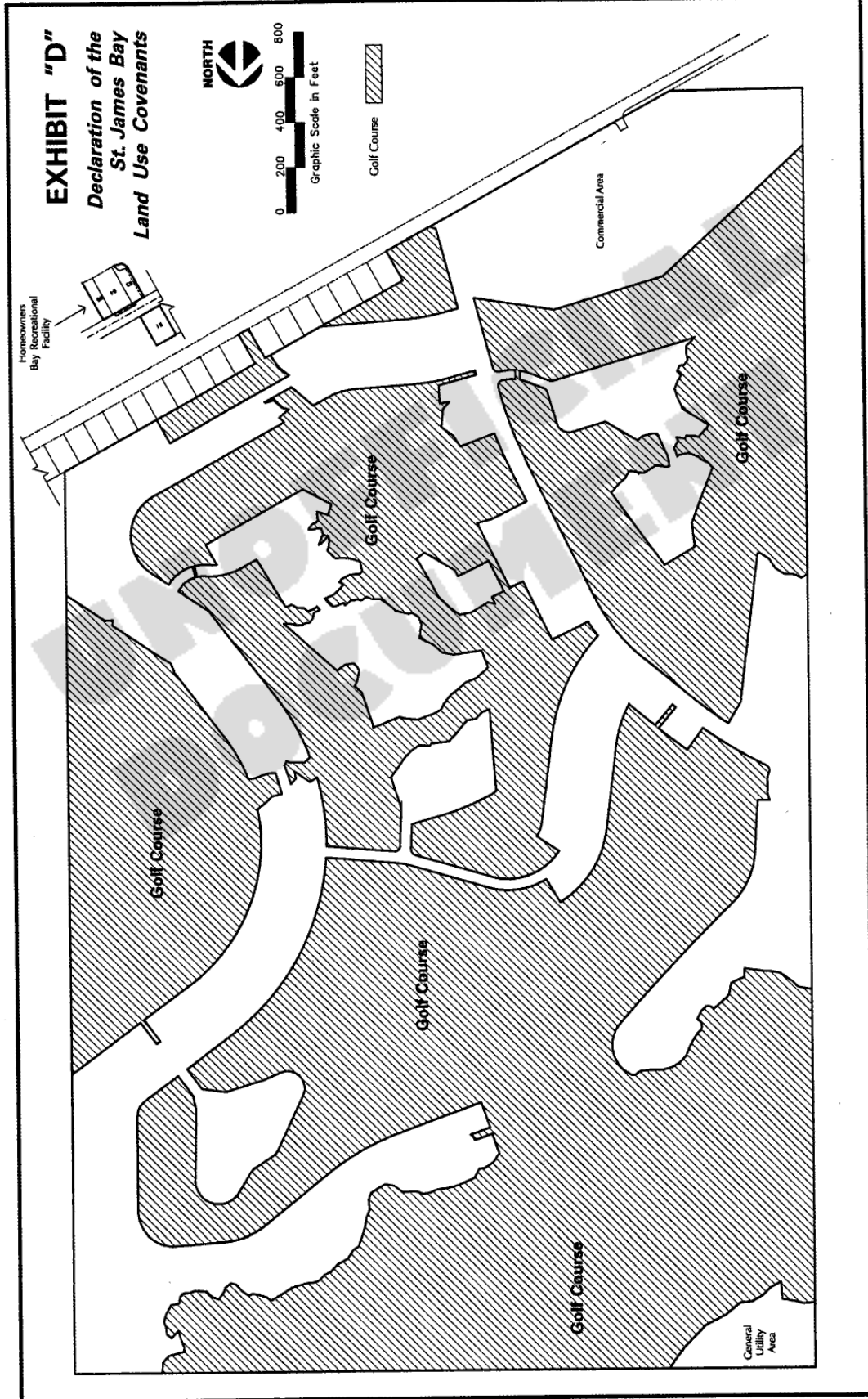
Inst:0200302455 Date:04/14/2003 Time:11:03

_____DC,Kendall Wade,FRANKLIN County B:733 P:667

**EXHIBIT D
TO THE
DECLARATION OF THE ST. JAMES BAY
LAND USE COVENANTS**

GOLF COURSE

UNOFFICIAL
DOCUMENT



St. James Bay
 Carabelle Properties Limited
 A portion of Section 5, Township 7 South, Range 3 West, Franklin County, Florida

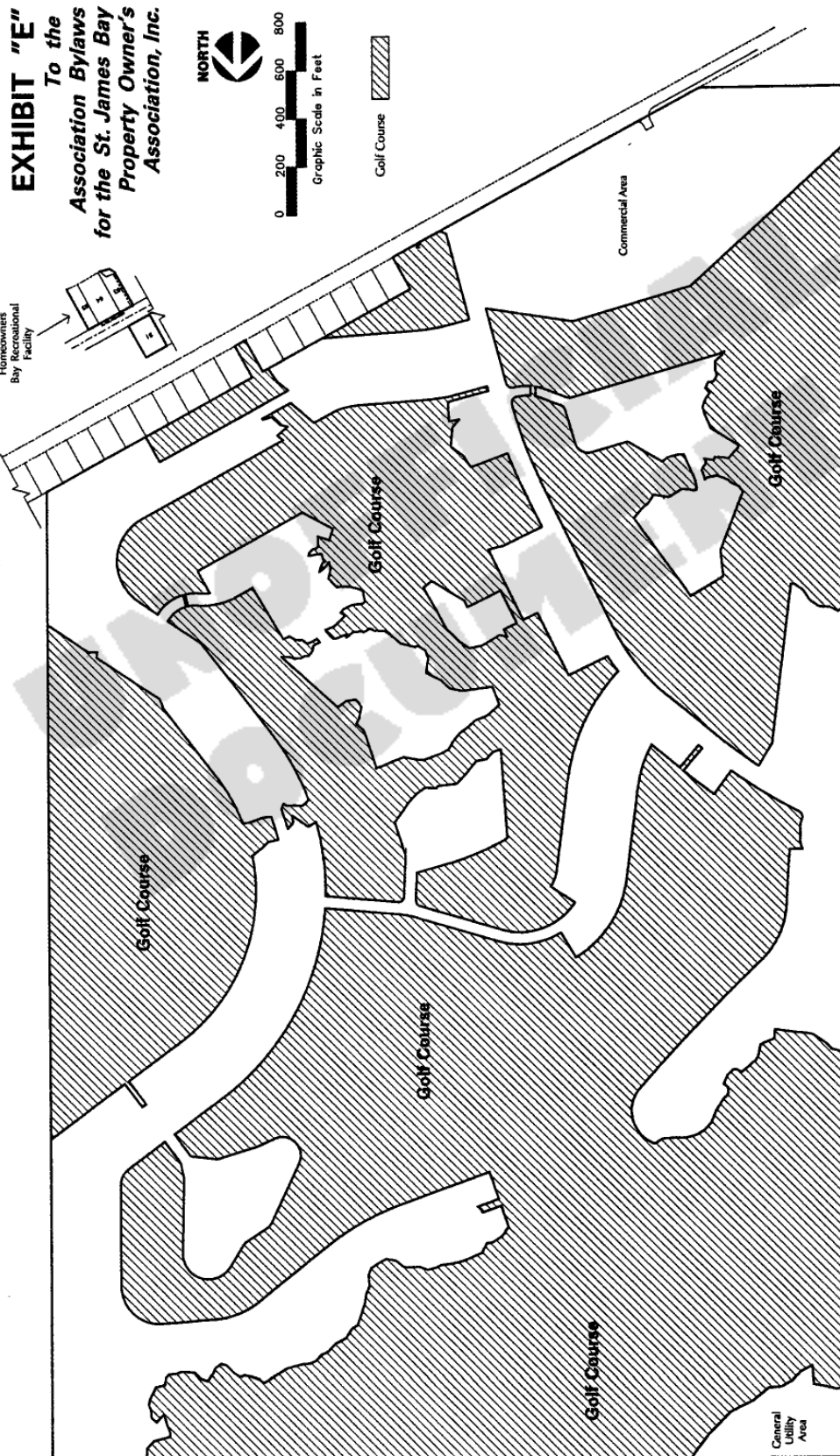
Inst:0200302455 Date:04/14/2003 Time:11:03
 DC, Kendall Made, FRANKLIN County B:733 P:668

Prepared by:
Baskerville-Donovan, Inc.
 316 S. Boylan Street, Pensacola, Florida

Inst:0200302455 Date:04/14/2003 Time:11:03
DC,Kendall Wade,FRANKLIN County B:733 P:669

**EXHIBIT E
TO THE
ASSOCIATION BYLAWS
FOR THE
ST. JAMES BAY PROPERTY OWNERS' ASSOCIATION, INC.
GOLF COURSE**

UNOFFICIAL
DOCUMENT



St. James Bay

Corabelle Properties Limited
 A portion of Section 5, Township 7 South, Range 3 West, Franklin County, Florida

Prepared by:

Baskerville-Donovan, Inc.

318 S. Boylen Street, Panama City, Florida

Inst: 0200302455 Date: 04/14/2003 Time: 11:03

DC, Kendall Made, FRANKLIN County B: 733 P: 670