THIS INSTRUMENT WAS PREPARED BYS
JAMES S. TAYLOR of
ULMER/MURCHISON, ASHBY, TAYLOR & CORRIGAN

P. D. BOX 479
ISOO ATLANTIC BANK BUILDING
JACKSONVILLE, FLORIDA 32202

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND LAKES ON ARGYLE UNIT ONE

THIS DECLARATION, made on the date hereinafter set forth by HIGHLAND LAKES JOINT VENTURE (formerly known as Highlands-on-Argyle Joint Venture), a joint venture comprised of SUMMERHOMES INCORPORATED, a Florida corporation, and BAITA/LANDTEC ASSOCIATES, IV, LTD., a Florida limited partnership, hereinafter referred to as "Declarant."

### WITNESSETH:

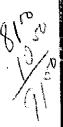
Declarant is the owner of the property in Duval County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof ("Highland Lakes Phase I) and desires to develop Highland Lakes Phase I and other lands described on Exhibit "B" ("Highland Lakes Subsequent Phases") as a planned community with common amenities.

NOW, THEREFORE, Declarant hereby declares that all of Highland Lakes Phase I shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the land and be binding on all ity of and which shall run with the land and be binding on all parties having any right, title or interest in Highland Lakes Phase I and Highland Lakes Subsequent Phases or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Highland Lakes Subsequent Phases or any part thereof may be annexed by the Declarant without consent of the members of the Association within ten (10) years of the date of recording of this Declaration provided that, if the Federal Housing Administration and/or the Veterans Administration approves the Highland Lakes Community (as hereinafter defined) and if the Veterans Administration or the Federal Housing Administration guarantees or insures any mortgage on a Residential Dwelling Unit, then the Veterans Administration or the Federal Housing Administration, as the case may be, shall have the right to assure that the annexation is in accord with the general plan heretofore approved by it. Additional land shall be annexed in accordance with the provisions of Article X.

#### ARTICLE I Definitions

- "Association" or "Master Association" means Highland Lakes Owners Association, Inc., a Florida corporation not-forprofit, its successors and assigns.
- 2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is a part of the Highland Lakes Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 3. "Property" means the real property described on Exhibit "A" together with improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation pursuant to the terms hereof.
- 4. "Common Area" or "Common Areas" means all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot will be described in a deed from Declarant to the Association to be recorded in the public records of Duval County, Florida. This Common Area may be expanded from time to time by annexation as more fully described in Article X.



- 5. "Developer" means Summerhomes Incorporated, a Florida corporation, and/or its successors and assigns of its rights hereunder or any successors or assigns. It is specifically recognized that parcels of the Property described in Exhibits "A" and "B" may be conveyed to other persons or corporations which may develop the land. All references to Developer herein, including all rights and obligations of the Developer, shall burden and benefit such successors or assigns of Developer to the same extent as if such successors or assigns were the named Developer hereunder. The Developer shall also be an Owner or Member for so long as the Developer shall be the record owner of any parcel of Property subjected to this Declaration.
- 6. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a single-family dwelling, including, without limitation, any single family detached dwelling, garden home or patio dwelling, which is substantially completed.
- 7. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Unit.
- 8. "Articles" means the Articles of Incorporation of the Association.
- 9. "Board of Directors" means the Board of Directors of the Association.
  - 10. "Bylaws" means the Bylaws of the Association.
- 11. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.
- 12. "VA" means the Veterans Administration and its successors and assigns.
- 13. "FHA" means the Federal Housing Administration and its successors and assigns.
- 14. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, Federal National Mortgage Association, Government National Mortgage Association, the Veterans Administration and Federal Housing Administration or any lender generally recognized as an institutional type lender.
- 15. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

#### ARTICLE II Property Rights

- 1. Owner's Easements of Enjoyment. Every Owner and Developer shall have a right and easement of ingress and egress and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Residential 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 situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Residential Lot remains unpaid and to suspend the

right to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the Owner's obligation to pay the assessment.

- (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 conditions as may be agreed to by the members.
- (d) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Areas.
- 2. <u>Delegation of Use.</u> Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to any occupant of a Residential Dwelling Unit and the members of his family.

## ARTICLE III Membership and Voting Rights

- 1. Right to Membership. Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.
- 2. Classes of Membership. The Association shall have two classes of voting membership:
- (a) Class A. Class A members shall be all Owners, with the exception of the Declarant and Developer. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.
- (b) Class B. The Class B members shall be the Declarant and Developer who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:
- (1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;
- (2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant or Developer in the ordinary course of business; or
- (3) ten (10) years from the date of recording this Declaration.
- 3. <u>Multiple Owners.</u> When any property entitling an Owner to membership as a Class A member is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership and only one of such persons, who shall be designed by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

# ARTICLE IV Covenant for Maintenance Assessments

- 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Residential Lot owned or to be owned within the Property, hereby covenants, and each Owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-ownership of a Residential Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor in title.
- 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas.

#### 3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum annual assessment for each Residential Lot shall be \$100.00 and shall be payable in equal installments as determined by the Association. Assessments as to any Residential Lot may be collected by another homeowners' association which includes such Residential Lot on behalf of this Association.
- (b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (e) The Association in determining the common expenses may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas.
- 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board of the Association may assess a special assessment against an Owner for the cost of repair or restoration on account of the damage or injury to the Common Areas caused by the Owner's negligence or failure to comply with the provisions hereof.

- 5. Notice and Quorum for Any Action Authorized under Paraqraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.
- 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or filure to comply herewith).
- 7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots on the first day of the month following the conveyance of the Common Area. 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 Residential Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be payable at the times and in the manner determined by the Board. The Association shal, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance. To insure that the Association will have funds necessary to meet unforeseen expenditures, Declarant shall establish a working capital fund at least equal to two months' estimated assessment for each Unit. Such amount shall be paid into the Association at the earlier of the time each Unit is conveyed or is first occupied. Such fund shall be maintained in a segregated fund by the Association. While there is a Class B member, the working capital fund shall not be used to defray Declarant's expenses, reserve contributions or construction costs or to make up budget deficits, but Declarant may reimburse itself for any contributions made to the working capital fund on account of unsold Units when such Units are sold.
- 8. <u>Rffect of Nonpayment of Assessments; Remedies of the Association.</u> Any assessment not paid within fifteen (15) days after its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Residential Lot.
- 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential 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 Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense.

- 10. <u>Exempt Property.</u> All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida shall be exempt from the assessment created herein, except that no land or improvements devoted to dwelling use shall be exempt from assessments.
- 11. Homeowners' Association. If for any reason any homeowner association refuses to perform the obligations imposed on it under the terms and provisions of its Articles of Incorporation, Bylaws or Declaration of Covenants, this Association shall have the right, but not the obligation, to perform such obligations and assess the cost thereof against all owners responsible therefore as a special assessment.

## ARTICLE V Architectural Control

- l. Design Criteria. It is the Declarant's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the Highland Lakes Community. The Residential Dwelling Units constructed or to be constructed within the Highland Lakes Community have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association.
- 2. Necessity of Architectural Review and Approval. No building, fence, wall or other structure, which is visible from outside the Residential Dwelling Unit other than those erected by the Developer, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Association and by an architectural committee of the homeowners' association having jurisdiction. In the event the committees fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with. In the event that there is a disagreement between the Master Association and the homeowners' association or their respective Architectural Review Boards, the decision of the Master Association shall prevail.
- 3. Architectural Control Committee. The Architectural Control Committee shall be appointed by and serve at the pleasure of the Board. Until the control of the Association is assumed by the Class A members, the Architectural Control Committee shall be composed of members who need not be members of the Association. The majority of the Architectural Control Committee shall constitute a quorum to transact business at any meeting.

#### \_\_\_\_ARTICLE VI Use Restrictions

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units! the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

- 1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Association.
- 2. <u>Insurance.</u> No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Association. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas. The Association shall determine whether the activity violates this provision.
- 3. Nuisances. No noxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners.
- 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.
- 5. Regulations. Reasonable regulations and rules concerning the use of the Common Areas may be promulgated, modified or amended from time to time by the Board of Directors of the Association, provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

#### ARTICLE VII Lakes

existing or which may hereafter be erected either within the Property or adjacent or near thereto, only the Master Association shall have the right to pump or otherwise remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Master Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No docks, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without approval of the Association. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, non-

combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored ether within existing structures on the Owner's property or in designated areas within the planned development or behind landscaping approved by the Architectural Control Committee.

- 2. Maintenance Obligations. The lake embankments shall be maintained by the Owner owning the lake bottom. Such Owners may include a condominium or homeowners' association when the lake embankments form a portion of the common elements or Common Areas of such association, individual Residential Dwelling Unit Owners, or this Association when the lake embankments form a portion of the Common Area. The embankments shall be maintained by the appropriate Owner so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Master Association or Architectural Control Committee thereof. If the Owner required to maintain the embankment fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Master Association or its agent or representative shall have the right, but not the obligation, to enter upon the Owner's property to perform such maintenance work which may be reasonably required, all at the expense of the appropriate Owner.
- 3. Easements for Use and Enjoyment. Owners are hereby granted the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Property or adjacent thereto, subject to the right of the Master Association to adopt reasonable rules and regulations from time to time in connection with the use of the lakes by members of the Master Association and subject to the Declarant's reserved right to ingress and egress over the lakes. The ingress and egress to the lakes shall be solely at those access points so designated by the Master Association. The Master Association shall have the right to deny such use to any person whom in the opinion of the Master Association, may create or participate in a disturbance or nuisance on any part of the lake. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Master Association, as may be designated by the Master Association from time to time.
- 4. Ingress and Egress Maintenance Easement. The Master Association hereby reserves an easement across the lakes and lake banks for ingress and egress and reasonable maintenance and care of any portion of the lakes.
- 5. Boundaries of Lakes. The Declarant does not warrant that property lines along lakes will be at any time identical to those depicted on any surveys of the parcels in light of the meandering nature of the shorelines and the effect of changes in water levels.

### ARTICLE VIII Basements

- l. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over the Common Areas.
- 2. <u>Drainage Rasements.</u> Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may, with the approval of the Architectural Control Committee, cut drainways for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant or

Master Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected on a property, unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

- 3. Additional Easements. Declarant reserves the right with the approval of the Architectural Control Committee to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the Property owned by Declarant. In addition, with Architectural Control Committee approval, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.
- 4. Cable Television Basement. Declarant, with Architectural Control Committee approval, reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-way and easement areas referred to herein.
- 5. Encroachments. Declarant, upon written approval by the Architectural Control Committee, may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

## ARTICLE IX Rights of Mortgagees

- I. <u>Rights of Mortgagees.</u> Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:
- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

# ARTICLE X Annexation of Property

1. Declarant's Annexation. The Declarant shall have the right until ten (10) years from the date of recording the Declaration, from time to time and in its sole discretion, to annex to the Property and to include within this Declaration all or part of the Highland Lakes Subsequent Phases.

- 2. Supplemental Declarations. Any such additions authorized in paragraph I above may be made by filing of record of one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of the county in which the Property is located.
- 3. <u>Bffect of Annexation</u>. In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition of Property for all purposes of this Declaration and each Owner of a Residential Lot shall be a Class A member and the votes of Class A and Class B members shall be adjusted accordingly. In the event that Highland Lakes Subsequent Phases are not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on said land.
- 4. Additional Declarations. Declarant intends, as the Property is developed and offered for sale, to subject portions thereof to specific Declarations of Covenants which apply only to each portion as defined and described in each declaration. Such additional Declarations of Covenants shall be subject to the provisions hereof so that Highland Lakes remains an integrated development.

# ARTICLE XI Reconstruction or Repair after Casualty

- l. <u>Restoration and Repair</u>. In the event that any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.
- 2. Insurance Proceeds. Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same was originally construed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

# ARTICLE XII Restrictions Affecting Residential Lots

- 1. Residential Uses. Each of the numbered lots in the Subdivision shall be residential lots and used only for single-family dwellings (the "Residential Lots"). All provisions and requirements of the zoning code applicable thereto as the same now exists shall be applicable to each Residential Lot. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof except that, until initial single-family dwellings have been constructed on all of the Residential Lots and each of the improved Residential Lots has been sold to an ultimate user, the owner of such Residential Lot and Developer shall have the right to maintain construction offices, temporary sales offices, models, entrance signs, and sales and builders signage within the Subdivision.
- 2. Location of Structures. The location of all structures (including buildings, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

- 3. Structures to be Approved by the Association. No building, structure, tower, satellite dishes, antennae or fence (including chain link fences) (collectively, "Structure") shall be erected, placed or altered on any Residential Lot except those initially constructed by the Developer until the building plans, specifications, and site plans showing the location of such Structure has been approved in writing by the Association as to the quality, exterior materials and conformity and harmony of exterior design with existing improvements, and as to the location of the Structure with respect to the topography and finish grade elevation. In the event the Association fails to approve or disapprove such design or location within thirty (30) days after complete plans and specifications therefor have been delivered to the Association, such approval will not be required and this covenant will be deemed to have been complied with.
- 4. No Sheds, Shacks or Trailers. No shed, shack, mobile home, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.
- 5. No Offensive Activities. No illegal, obnoxious, or offensive activity nor any nuisances whatever shall be permitted or carried on in any part of the Subdivision, nor shall anything be permitted to done thereon which may become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Subdivision. No garage or other out-building shall be used as a residence and no enclosed garage area shall be converted into living space.
- 6. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and Structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and exterior of improvements painted and in good repair. The color scheme of the original structure shall not be changed without approval of the Association.
- 7. Pets. No animals or bird shall be kept in the Subdivision for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a single Residential Lot as domestic pets for the pleasure of the occupants. If, in the opinion of the Association, any animal or animals becomes dangerous or becomes an annoyance in the neighborhood or to nearby property or destructive of wildlife, the Association shall have the right to require that such offending animals be removed and not allowed on the Residential Lot. Birds and rabbits shall be kept caged at all times.
- 8. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street.
- 9. <u>Parking.</u> No vehicle shall be parked on any Residential Lot or street in the Subdivision unless the same is operable on the highways of Florida and has a current state license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two-hour duration. No boat, recreation vehicle, truck or the like shall be parked except in areas completely screened from view of the streets and all other Residential Lots.
- 10. Amendments or Additional Restrictions. Declarant shall have the right to:
- (a) amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

- (b) amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development or Veterans' Administration;
- (c) amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein;
- (d) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained;

PROVIDED, HOWEVER, any amendments or additions to these covenants and restrictions shall comply with the requirements of the United States Department of Housing and Urban Development or Veterans Administration.

Developer shall have the right to release any building plot 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 Summerhomes determines such violation to be a minor or insubstantial violation.

- 11. Signs. No sign shall be displayed upon any Residential Lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to particular premises on which displayed, and shall be of materials, size, height and design approved by the Association. The Association may enter upon any building plot and summarily remove any signs which do not comply with the provisions of this paragraph.
- 12. Trees. No tree four (4) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the Association.
- 13. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and over and under the five (5) foot strip of land at the rear of each Residential Lot and, except on Residential Lots which are used for the construction of townhouses, along the side line of each Residential Lot, to erect, maintain, and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage, and other conveniences or utilities. The owners of the Residential Lots subject to the privileges and rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains or lines to other equipment and facilities placed on, over, or under property which is subject to said privileges, rights and easements. In the event that any Residential Lot is subdivided, easements described herein as well as the side line restriction provided for herein shall be deemed to exist on each side of the new Residential Lot thus created and the former easements and side line restrictions thus created and the former easements and side line restrictions shall cease to be effective as to such resubdivided Residential Lot, except to the extent that the same is actually being used for a utility. No Structure, pavement or other improvement shall be erected on any part of any easement by any owner of any Residential Lot and, in the event any Structure or other improvement is placed on said easement area, the same shall be removed upon request of the Developer at the cost of the owner of said Residential Lot. Developer agrees to assign this easement and the rights reserved herein to Summerhomes with respect to every Residential Lot heretofore or hereafter conveyed to Summerhomes.

- 14. Precedence. Where these covenants and restrictions are more stringent than those imposed by any governmental agencies, these covenants and restrictions shall prevail.
- 15. Legal Action and Violation. If any person or entity violates or attempts to violate any of these covenants and restrictions, any person or persons owning any Residential Lot and the Association or any of them may, upon ten (10) days' written notice to the Owner of the offending Residential Lot: (a) prosecute proceedings at law for the recovery of damages against those violating or attempting to violate any of such covenants and restrictions; and (b) maintain a proceeding in equity against those so violating or attempting to violate any of such covenants or restrictions, for the purpose of preventing or enjoining all or any such violation or attempted violations. If any Structure exists on a Residential Lot or condition exists which is in violation of these covenants and restrictions, the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct correct to remove the same, all at the expense of the owner of such Residential Lot, which expense (herein called "Special Assessment") shall be payable by such owner to the Association on demand, and such entry and abatement, correction or removal shall not be deemed to trespass or make the Association liable or otherwise for any damages on account thereof.

The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

- 16. Waiver. The failure of the Association to enforce any covenants or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.
- 17. Attorneys' Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys' fees of the successful plaintiff in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.
- 18. Severability. All restrictions herein contained shall be deemed to be several and independent. The invalidity of one or more or any part of one shall in no way impair the other remaining restrictions or any part thereof.
- 19. Rights Reserved to Developer. Developer shall have the right to waive compliance with these restrictions where Developer makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

## ARTICLE XIII General Provisions

- 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association, provided that no amendment shall change Article VII, Sections 2 and 4.
- 2. FHA/VA Approval. In the event that the Highland Lakes Community is approved by the VA and FHA or either of them and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA, as the case may be: annexation of olditional properties, dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 1988. Signed, sealed and delivered in the presence of: HIGHLAND LAKES JOINT VENTURE, a joint venture By: Baita/Landtec Associates, IV, Ltd., a Florida limited partnership, its General partner By: Baita International, Inc., general partner anđ By: Landtec International Inc. general partner Thomes Incorporated Summ By: rida corporation (Corporate STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was acknowledged before me this day of April , 1988, by for Reto Schneider, as attorney the President of BAITA INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on becalf of the Venture. Notary Public, State

(Notarial Seal)

My Commission expire

aforesaid

STATE OF	Florida	
COUNTY OF	Duval	

The foregoing instrument was acknowledged before me this day of April , 1988, by David B. Owen 6th day of April , 1988, by David C. State of the President of LANDTEC INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, on behalf with the Control of C 6th day of April

Notary Public, State and County

My Commission expires:

(Notarial Seal) Notarial Seal) Notarial Seal) Notarial Seal)

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of light , 1988, by Charles & Brown & . , the President of SUMMERHOMES INCORPORATED, a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of the venture.

Notary Public, State and County aforesaid

Notary Public, State of Florida My Commission expires: Notary Public, State of 133, 1983 Bonded thro Dox fain - lessrance, Inc.

#### MORTGAGEE CONSENT

The undersigned, First Federal Savings and Loan Association , a United States corporation, the holder of a mortgage recorded in Official Records Volume 6258 , page 1169 , of the public records of Duval County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions and Restrictions for Highland Lakes.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

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STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8 day of April , 1988, by Willard E. Allen, Jr. , the Vice President of First Federal Savings and Loan Association a United States corporation, on behalf of the corporation.

Notary Public, State and County aforesaid

My Commission expires:

(Notarial Seal)

# EXHIBIT "A" HIGHLAND LAKES PHASE 1

A FORTION OF TRACTS 4,5,6 AND 8, BLOCK 2, SECTION 35, TOWNSHIP 3 SOUTH, RANGE 25 EAST, JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35, BEING HORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF THE NORTHWEST 1/4 OF SECTION 35; THENCE HORTH 00° 15'59" EAST, ALONG THE EASTERLY LINE OF THE SAID NORTHWEST 1/4 OF SECTION 35, 33.00 FEET TO A FOINT ON THE HORTHERLY RIGHT-OF-WAY LINE OF ARGYLE FOREST BOULEVARD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 89° 32' 24" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ARGYLE FOREST BOULEVARD, 667.95 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 89° 32' 24" ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF ARGYLE FOREST BOULEVARD, 161.65 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2100.00 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ARGYLE FOREST BOULEVARD, AND ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 372.78 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ARGYLE FOREST BOULEVARD, WITH THE CENTERLINE OF KIRWIN ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 84 · 27' 17" WEST, 372.29 FEET; THENCE SOUTH 89° 32' 24" WEST, ALONG THE -27' 17" WEST, 372.29 FEET; THENCE SOUTH 89" 32' 24" WEST, ALONG THE CENTERLINE OF SAID KIRWIN ROAD, 737.03 FEET; THENCE NORTH 10" 22' 54" EAST, 164.23 FEET; THENCE NORTH 18" 54' 55" EAST, 165.07 FEET; THENCE NORTH 09" 49" 34" EAST, 135.64 FEET; THENCE NORTH 05" 16' 21" WEST, 213.24 FEET; THENCE NORTH 05" 09' 21" EAST, 54.15 FEET; THENCE NORTH 24" 00' 59" EAST, 73.93 FEET; THENCE NORTH 57" 22' 45" WEST, 39.96 FEET; THENCE NORTH 33" 29' 02" EAST, 141.20 FEET; THENCE NORTH 12" 54' 59" EAST, 40.89 FEET; THENCE NORTH 35" 21' 50" WEST, 156.31 FEET; THENCE NORTH 32" 15' 33" WEST, 124.26 FEET; THENCE NORTH 27" 39' 05" WEST, 115.00 FEET; THENCE NORTH 12" 52' 48" WEST, 58.69 FEET; THENCE NORTH 03" 41' 73" EAST. 124.44 FEET: THENCE NORTH 75" 55' 55" FAST. 131.47 FFET: 41' 23" EAST, 124.14 FEET; THENCE NORTH 75° 55' 55" EAST, 131.47 FEET; 41. 23" EAST, 124.14 FEET; THENCE NORTH 75" 55' 55" EAST, 131.47 FEET; THENCE SOUTH 85" 25' 42" EAST, 47.10 FEET; THENCE SOUTH 72" 05' 23" EAST, 37.64 FEET; THENCE SOUTH 64" 46" 34" EAST, 24.81 FEET; THENCE NORTH 54" 54' 53" EAST, 189.59 FEET; THENCE SOUTH 38" 04' 18" EAST, 35.02 FEET; THENCE NORTH 48" 51' 18" EAST, 220.91 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 339.40 FEET; THENCE SOUTHEASTERLY ALONG AND ADDIED THE ARC OF SAID CURVE. ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 368.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31° 30' 06" EAST, 350.66 FEET; THENCE SOUTH 00° 23' 51" EAST, 174.05 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 874.10 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 289.61 FEET TO A FOINT, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09° 53' 21" EAST, 288.29 FEET; THENCE NORTH 65" 32' 15" EAST, 80.35 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 794.10 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 107.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22° 45' 12" EAST, 107.63 FEET; THENCE SOUTH 26" 38' 21" EAST, 248.01 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1353.62 FEET: THENCE ALONG AND AROUND THE ARC OF SAID GURVE, AN ARC DISTANCE OF 155.24 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29° 55' 28" EAST, 155.15 FEET,; THENCE SOUTH 33° 12' 36" EAST, 90.85 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 712.43 FEET; THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 407.22 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16° 50' 06" EAST, 401.70 FEET: THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45° 27' 45" EAST, 42.42 FEET TO THE POINT OF BEGINNING.

#### EXHIBIT "B"

#### Highland Lakes Subsequent Phases

A portion of Tract 1, 3, 4, 5, 6, 7, and 8 and all of Tract 2, Block 2, Section 35, Township 3 South, Range 25 East, Jacksonville Heights, as shown on the map thereof recorded in Plat Book 5, Page 93 of the current Fublic Records of Duval County, Florida, together with a portion of the South 1/2 of the Northwest 1/4 of the aforementioned Section 35, all being more particularly described as follows:

For point of reference, commence at the Southeasterly corner of the Northwest 1/4 of Section 35; thence North 00° 15' 59" East, along the Easterly line of the said Northwest corner of Section 35, 33.00 feet to a point on the Northerly right-of-way line of Argyle Forest Boulevard (a 200 foot right-of-way as now established) said point being the Point of Beginning.

From the Point of Beginning thus described; thence South 89° 32' 24" West, along the Northerly right-of-way line of said Argyle Forest Boulevard, 29.60 feet to the point of curvature of curve to the left said curve being concave Southeasterly and having a radius of 2100.00 feet; thence Southwesterly along the Northerly right-of-way line of said Argyle Forest Boulevard and along and around the arc of said curve, an arc distance of 372.78 feet to the point of intersection of the Northerly right-of-way line of said Argyle Forest Boulevard with the centerline of Kirwin Road (a 66 foot right-of-way as now established); thence South 89° 32' 24" West, along the centerline of said Kirwin Road 1351.03 feet to a point on the Easterly right-of-way line of Westport Road (66 foot right-of-way as now established); thence North 00° 02' 52" East, along the Easterly right-of-way line of said Westport Road, 2583.98 feet to an intersection with Southerly right-of-way line Collins Road (as now established); thence North 88° 36' 00" East, along the Southerly right-of-way line of said Collins Road, 2561.78 feet to a point on the Easterly line of the said Northwest 1/4 of Section 35; thence South 00° 15' 59 West, 2593.11 feet to the Point of Beginning.

Said lands containing 152.1 acres more or less and is further described as being the North 1/2 of the Northwest 1/4 and South 1/2 of the northwest 1/4 of Section 35, Township 3 South, Range 25 East, Duval County, Florida excepting theirfrom any portions lying within the rights-of-way of any streets and roads.

Less and except those lands described in attached Exhibit "A" entitled Highland Lakes Phase 1.

### POWER OF ATTORNEY

BEFORE ME, the undersigned Notary Public, personally appeared RETO J. SCHNEIDER, of Ponte Vedra Beach, Florida, known to me, who does hereby give and grant a general Power of Attorney to DANIEL J. GALLAGHER, as follows:

Reto J. Schneider does hereby name, constitue and appoint Daniel J. Gallagher his true and lawful Attornay-in-Fact, so that he, in the name, place and stead of Reto J. Schneider may perform and do the following:

- 1. Sign, execute and deliver any and all instruments and documents, including but not limited to promissory notes, mortgages, hypothecation agreements, guaranties, agreements, contracts, security agreements, deeds, contracts for deeds or such other instruments concerning, having to do with or dealing with the acquisition, financing, mortgaging, sale, maintenance, development of or on any of the real or personal property of Reto J. Schneider, saita International, Inc., or any of its affiliates, all on such terms and conditions and for such consideration as he may in his sole discretion deem appropriate.
- 2. Sign, execute, make subscribe and deliver such documents as may be necessary and proper for Reto J. Schneider which, in the sole judgment of the said Attorney-in- Fact, may be necessary and proper for the business activities of Reto J. Schneider in the United States of America and any of the states, counties and municipalities thereof.
- 3. Represent Reto J. Schneider before any governmental authorities of the United States of America or any state, county or municipality thereof for such purposes as he may determine necessary to accomplish the same on behalf of and in the name, place and stead of Reto J. Schneider; and to comply with such laws, regulations, statutes and ordinances as may apply to Reto J. Schneider, his properties and his business affairs in such jurisdictions as may be proper.

Reto J. Schneider further ratifies and confirms all acts and deeds which his said Attorney-in-Fact may or shall do in the name of and for and on behalf of Reto J. Schneider until this Power of Attorney is rvoked by a notice of revocation recorded in the Public Records of St. Johns County, Florida.

This Power of Atturney shall be valid for a period of five (5) years from the date hereof, but this shall not be a limitation to the length of validity of any undertakings of Reto J. Schneider made by his said Attorney-in-Fact during this five (5) year period. This Power of Attorney may be revoked at any time by a Notice of Revocation which shall be placed in the Public Records of St. Johns County, Florida, United States of America, and such revocation shall be effective as of the date of recordation of said Notice of Revocation in the aforementioned Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, Reto J. Schneider has executed this Power of Actorney this 1014 day of December, 1987.

Was & Screen Reso J. Schneider

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, personally appeared Reto J. Schneider, to me well known and known to me to be the individual described in and who executed the foregoing Power of Attorney, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16 day of December, 1987.

Notary Public, State of Florida

at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA NY CONAISSION EXP SEPT 22,1969 BORDED THRU GENERAL THS. GFD. 1

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#### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for HIGHLAND LAKES ON ARGYLE UNIT TWO

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Highland Lakes Joint Venture (formerly known as Highlands-on-Argyle Joint Venture) ("Declarant") is the owner of all of the lots in Highland Lakes on Argyle Unit Two as recorded in Plat Book 44, pages 55, et seq., of the public records of Duval County, Florida, and Summerhomes Incorporated is the developer of said property (the "Developer"); and

WHEREAS, Declarant and Developer have caused certain covenants, conditions and restrictions to be imposed upon Highland Lakes on Argyle Unit One by instrument recorded in Official Records Volume 6498, page 1985, of the public records of Duval County, Florida, (the "Restrictions") which provide that the Restrictions may be expanded to include Highland Lakes Subsequent Phases; and

WHEREAS, Highland Lakes on Argyle Unit Two is within the property described as Highland Lakes Subsequent Phases and Declarant and Developer have an interest in causing the property to be developed so as to maintain the aesthetics and value thereof and desire to uniformly restrict the use of the Units and create certain ealements for the benefit of the Owners and their assigns within those subdivisions.

NOW, THEREFORE, in consideration of the benefits to be derived by Declarant and Developer and for other valuable considerations, the Developer and Declarant do hereby submit all of Highland Lakes on Argyle Unit Two as recorded in Plat Book 44, pages 55, et seq., of the current public records of Duval County, Plorida, to the Restrictions to the same extent and with the same effect as if the same had originally been described as part of the subdivision therein. Capitalized terms used in this instrument have the same meaning as in the Restrictions unless a different definition is provided for herein.

Pursuant to the rights reserved to Declarant to impose additional restrictions on portions of the property which is subject to the Restrictions, the Declarant hereby imposes the following additional restrictions on Units in Highland Lakes on Argyle Unit Two (the "Subdivision"):

1. Restriction on Pences. No fence shall be constructed or permitted to remain on the rear of any of Lots 125 through 142 between the dwelling constructed on the Unit and the lake.

RECORD AND METURE TO:

THIS INSTRUMENT WAS PREPARED BY:
JAMES S. TAYLOR OF
ULKER, MÜRCHISON, ASHBY & TAYLOR
P. G. BOX 479
1600 FIRST UNION BUILDING
JACKSCHFELE, FLORIOA 12202



- 2. Maintenance of Fence. The Owners of Units upon which a fence is constructed shall maintain said fence in a clean, neat and substantial manner and shall not make any changes or alterations in the height, design and type of original construction of said fence without prior written approval of Developer.
- 3. <u>Easements for Driveways</u>, <u>Encroachments</u>, <u>Maintenance and</u> <u>Drainage</u>.
- (a) Developer has installed driveways to serve the enclosed garage attached to each Unit. To the extent that such driveway may be located on an adjacent Unit, the Owner of the Unit served by such driveway shall have an easement for the use thereof for ingress and egress and for pedestrian and vehicular traffic. The Owner of such easement shall be responsible for the repair and maintenance of such easement and any pavement located thereon.
- (b) Declarant hereby grants to each Owner of a Unit on which a building is located less than five (5) feet from a side lot line, an easement for ingress and egress over the Unit adjacent to said side lot line, which easement shall be five (5) feet in width and shall encircle the building on the Residential Lot. The easement shall be for: (a) the ordinary and reasonable maintenance and upkeep of the building and shrubbery on the Residential Lot benefited by this grant of easement; (b) encroachments created by construction, settling and overhangs, including plants and shrubbery, screen and trellis supports, and patio enclosure walls for the bailding; and (c) the installation, maintenance and use of drainage swales. The Owner of a Unit subject to this easement shall not obstruct or divert the drainage flow from the drainage swales nor place any construction or other improvements within the easement area without the prior written consent of Developer. The easement hereby granted shall be appurtenant to and shall pass with the title to the Unit benefited by the easement hereby granted, whether or not said easement shall be referred to in any deed conveying title to any Unit or any mortgage encumbering said Unit. In the event any building is partially or totally destroyed and then rebuilt, the Owners of the adjoining Residential Lots agree that minor encroachments created by reconstruction shall be permitted and that a valid easement for such encroachments for the maintenance thereof shall exist.

### 4. Highland Lakes Courtyard Homes Association.

(a) Association. Every owner of a Unit shall by virtue of such ownership, be a member of the Highland Lakes Courtyard Homes Association (the "Association"). Membership

shall be appurtenant to and may not be separated from the owner-ship of any Unit.

- The purpose of the Asso-(b) Purpose of Association. ciation is to provide services and activities for members, enforce these restrictions, maintain and repair subdivision signs and landscaping in the public areas of the Subdivision, including pipes, bulkheads, weirs and appurtenant structures not maintained by public authority or by the Master Association (as defined in the Restrictions), provide security for members and their property and provide such other services related to the health, safety, welfare and convenience of the members as may be determined by the Association. Subject to the rights of the Master Association, the Association shall be responsible for architectural control over the Subdivision and shall from time to time . establish such procedures as may be necessary to expedite this The Association may undertake to keep the lawns and landscaping in the Subdivision cut and trimmed, in which case the Owners of Units shall be relieved of such responsibility.
- (c) Classes of Membership. There shall be two classes of membership in the Association. Class A members shall be the persons caning one or more Units. The Class B member shall be the Developer. Class B membership shall terminate when seventy-five percent (75%) of the Units are owned by persons other than the Developer or on January 1, 1998, whichever date occurs first.
- (d) <u>Voting Rights.</u> The Class B member shall be entitled to three (3) votes for each Unit owned by it. Each Class A member shall be entitled to one (1) vote for each Unit owned by bim
- (e) <u>Basements</u>. The Developer heraby grants to the Association and to the Master Association, for the benefit of each of its members (a) an easement for ingress and egress onto each Unit for the purpose of performing the duties of the Assocition, (b) the right to use each of the private easements shown on the plat of the Subdivision for the purposes for which they are intended.

#### (f) Assessments.

(1) Creation of Lien. All Units are subject to a continuing lien for annual and special assessments voted by the Association, together with interest, late charges and costs of collection (including reasonable attorneys' fees). The lien of any assessment authorized herein is hereby made subordinate to the lien of any first mortgage on such Unit made by a generally recognized institutional lender (such as an insurance company, real estate investment trust, bank, savings and loan association, credit union and the like), except assessment and charges levied

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against such Unit which are due on or prior to the date such mortgage is recorded.

- (2) <u>Purposes for Which Assessments may be Made.</u> Assessments may be levied for the purposes set forth in this paragraph 5 and to provide reserves therefor, and for any other purpose specifically provided for in this Declaration.
- (g) Equality. The amount of regular annual assessments payable by each Unit shall be determined by dividing the total assessment fixed by the Association by the total number of Units which are subject to assessment. The total regular assessment for any one-year period shall not exceed \$20.00 as long as there is a Class B member. Thereafter the amount of the assessment will be determined by the Association but shall not be increased by more than five percent (5%) above the assessment for the preceding year without the affirmative vote of two-thirds (2/3) of each class of Member entitled to vote.
- (h) Nonpayment of Assessment; Remedies. Any annual assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action to foreclose the lien against the delinquent Unit.
- (i) Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Association are incorporated herein by reference.
- (j) Amendment. Developer reserves and shall have the right to (a) amend this Declaration but all such amendments shall conform to the general purposes and smandards herein contained; (b) amend this Declaration for the purpose of curing any ambiguity and/or any inconsistency between the provisions contained herein or in the plat of the Subdivision or in the Restrictions; and (c) include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to said land which do not lower the standards of any of the provisions of this Declaration; provided however, that any amendment or addition to this Declaration shall be subject to the approval of the United States Department of Housing and Urban Development or the Veterans Administration and the City of Jack-sonville prior to their recording. Developer shall have the right to release any Unit from any part of the provisions contained herein or in the Restrictions which have been violated if Developer, in its sole judgment, determines such violation to be minor or insubstantial. In addition to the rights of Developer, the Owners of 75% or more of the Units shall have the right to amend or alter this Declaration or any part thereof, subject, however, to the approval by the United States Department of Housing and Urban Development or the Veterans Administration and the

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City of Jacksonville prior to their recording and provided no amendment shall adversely affect Developer or alter the rights or increase the obligations of the Class B members of the Association.

IN WITHESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their respective officers thereunto duly authorized this 390 day of August , 1988.

Signed, sealed and delivered in the presence of:

> HIGHLAND LAKES JOINT VENTURE, a joint venture

Baita/Landtec Associates, IV, Ltd., a Florida limited partnership, its General partner

ickie Buttleman

Baita International, Inc. By: general partner

and

By: Landtec International Inc general partner

Président

Summer nes Incorporated By: da corporation

(Corporate Seal)

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STATE OF Awida	
COY OF WILLIAS	rations.
	MANANIK .
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# VOL 657600412 OFFICIAL RECORDS

STATE OF PLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of 1988, by 19

### CONSENT OF MORTGAGES

The undersigned, the owner and holder of mortgages encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgages to said Declaration.

Dated Huyuf 19 1968

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this

29thday of August ,1988, by Willard E. Allen, \_\_. the Vice President of First Federal Savings and Loan Assn. of on behalf of the association

officer

My Commission expires My confederan expires Dec. 8, 1999 (Notarial Seal)

86 SEP 9 P3: 57 S8= 93278

HENRY W. COOK CUEST OF CHARLES

#### SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND LAKES ON ARGYLE UNIT ONE AND UNIT TWO

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THIS DECLARATION, made on the date hereinafter set forth by HIGHLAND LAKES JOINT VENTURE (formerly known as Highlands-on-Argyle Joint Venture), a joint venture comprised of SUMMERHOMES INCORPORATED, a Florida corporation, and BAITA/LANDTEC ASSOCIATES, IV, LTD., a Florida limited partnership, hereinafter referred to as "Declarant.'

#### WITNESSETH:

Declarant is the owner of all of the lots in Highland Lakes on Argyle Unit Two as recorded in Plat Book 44, page 55 et seq., of the public records of Duval County, Florida, and further has reserved the right to impose additional covenants and restrictions on the land known as Highland Lakes on Argyle Unit One which do not lower the standards of the covenants and restrictions contained in Official Records Volume 6498, page 1985.

Declarant has determined that certain covenants and restrictions should be applicable to all of the lots in Highland Lakes on Argyle Unit One and Unit Two and does hereby declare that all of Highland Lakes on Argyle Unit One and Unit Two shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and shall run with the land and be binding on all parties having any right, title or interest in Highland Lakes on Argyle Unit One and Unit Two or any part thereof and shall inure to the benefit of each owner thereof. If there is any conflict or inconsistency between any of the restrictions set forth below and any other restrictions heretofore imposed on such properties, the provisions of these restrictions shall control:

- 1. Each Residential Lot is restricted to use as a single-family residence. All provisions and requirements of the zoning code applicable thereto as the same now exists shall be applicable to each Residential Lot.
- 2. Each Unit shall include an enclosed garage. The enclosed garage shall be used for the parking of automobiles and no automobiles regularly used by a resident of a Unit shall be parked on any street in the subdivision unless there is an automobile parked in such enclosed garage.

THIS INSTRUMENT WAS PREPARED BY:
JAMES S. TAYLOR OF
ULMER, MURCHISON, ASHBY & TAYLOR
P. O. BOX 479
1600 FIRST UNION BUILDING

RECORD AND RETURN TO:

JACKSONVILLE, FLORIDA 32202

- 3. No platted lot shall be subdivided without approval of the Association.
- 4. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, except those initially constructed by the Developer, until the plans and specifications showing the nature, kind, shape, height, size, material and location of the same shall have been submitted to and approved in writing by the Association. In making a determination as to whether such improvement will be approved, the Association shall consider the design and color scheme in relation to surrounding structures, the structural design and location in relation to surrounding structures and topography. No lawn decorations such as (but not limited to) planter boxes, statuary, bird baths, fountains and the like are permitted without approval of the Association.
- 5. No additions or exterior alterations to any Unit as originally constructed shall be allowed without the written approval of the Association. No enclosed garage area shall be converted into living space.
- 6. No change in the original exterior color or materials of any Unit shall be allowed without the written approval of the Association.
- 7. No awnings, shade or other extraneous fixtures or decorations shall be attached to the exterior of any Unit and no exterior windows or doors may be altered, added, deleted or relocated without the written approval of the Association. No window covering or window treatment (including drapes, curtains, shutters and the like) shall be permitted in any window where there is any color visible from the outside of the unit except white or light cream color.
- 8. No shed, shack, trailer, tent or other temporary or removable building or structure of any kind shall be erected or permitted to remain on any Residential Lot. This paragraph shall not prevent the use of a temporary building during the period of actual construction of a building and other improvements permitted hereunder nor the use of adequate sanitary toilet facilities for workers during the course of such construction. Likewise, the Developer may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Residential Lot and may maintain such sales offices as may be necessary for the conduct of sales within the subdivision.
- 9. No sign of any character shall be displayed upon or permitted to remain on any Unit except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed and shall be of material, size, height and design as approved by the Association. The Association may enter upon

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any Unit and summarily remove any sign which violates the provisions of this paragraph. Such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any wise for damages on account thereof. Nothing herein shall prevent the Developer from erecting or maintaining such commercial and display signs as may be necessary for development or sales purposes.

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- 10. No clothing or other household fabric shall be hung in the open on any Unit.
- 11. No mailbox or paperbox or other receptacle of any kind designed for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Unit except those approved by the Association.
- 12. No illegal, noxious or offensive activities shall be permitted or carried on on any Unit or any part thereof, nor shall anything be permitted to be done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Unit or any part thereof. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any Unit or any part thereof or road right-of-way adjacent thereto. No mechanical repairs shall be performed on any vehicle on any Unit or road right-of-way adjacent thereto except minor repairs that are completed within a two-hour period.
  - 13. Not more than two domestic animals shall be kept on any Unit. No animal shall be kept on a Unit for any commercial or breeding use or purpose. If, in the opinion of the Association, any animal becomes dangerous or becomes an annoyance or nuisance in the neighborhood or destructive of wildlife, the Association may prohibit such animal from being kept on a Unit.
  - 14. Unless prior approval of the Association has been obtained in writing, no window air-conditioning unit shall be installed in any Unit.
  - 15. No boats, campers, recreational vehicles, trailers, trucks or other vehicles of any type shall be kept parked on any Unit or any part thereof or right of way adjacent thereto, except within the confines of an enclosed garage. The doors of all garages shall be kept closed at all times (except when opened for the purpose of permitting ingress and egress of an automobile and then for so long as reasonably necessary for such purpose). Parking on rights of way shall be subject to regulation by the Association. No vehicle shall be parked on any Residential Lot or street in the subdivision unless the same is usable on the highways of Florida and has a current state license tag.

16. Unless responsibility is assumed by the Association, each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and exterior improvements painted and in good repair.

Wherever the term "Association" is used herein it means, with respect to Highland Lakes on Argyle Unit One, the Master Association created pursuant to the Declaration recorded in Official Records Volume 6498, page 1985, of the public records of Duval County and, with respect to Highland Lakes on Argyle Unit Two, the Association created pursuant to Declaration recorded in Official Records Volume of a page of said public records. Notwithstanding the creation of an association for Unit Two, the Master Association shall continue to have the powers with respect to Unit Two as are provided for in the original Declaration which powers shall be concurrent with the Association created for Unit Two.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their respective officers thereunto duly authorized this of day of September.

Signed, sealed and delivered in the presence of:

HIGHLAND LAKES JOINT VENTURE, a joint venture

By: Baita/Landtec Associates, TV, Ltd., a Florida limited partnership, its General partner

By: Baita International, Inc., general partner

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Landtec International, Inc., By: general partner and Summerhomes Incorporated, By: a Florida corporation President (Corporate Seal) STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of <u>Premiser</u>, 1988, by <u>Markler l. Madwell</u>, the <u>Title</u> President of BAITA INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf the Venture. Notary Public, aforesaid My Commission expires BY CONNECTION EXP. SPPI. 27, 1289 (Notarial Seal)

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### CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

Dated September 16, 1988

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

Its Vice President

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this

16thday of September , 1988, by Willard E. Allen, Jr.

the Vice President of First Federal Savings and Loan Assn. Of Jax.

a officer on behalf of the association.

Notary Public, State and County aforesaid

My Commission expires

(Notarial Seal)

TOPERY FUBLIC STATE OF FLORIDA Harcommission supplies Dec. 8, 1999

\$85 98525

HENRY W. COOK

VOL6693 PST 356

RECORD AND RETURN TO:

THIS INSTRUMENT WAS PREPARED BY JAMES S. TAYLOR OF ULMER, MURCHISON, ASHBY & TAYLOR P. O. BOX 479
1600 FIRST UNION BUILDING

JACKSONVILLE, FLORIDA 3220Z

OFFICIAL RECORDS

# MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND LAKES ON ARGYLE UNIT TWO



### KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, HIGHLAND LAKES JOINT VENTURE (the "Declarant") has heretofore imposed certain covenants, conditions and restrictions on the real property known as Highland Lakes on Argyle Unit Two, which covenants, conditions and restrictions are set forth in instrument recorded in Official Records Volume 6576, page 0406, of the public records of Duval County, Florida (the "Covenants"); and

WHEREAS, Declarant has reserved the right to amend the Covenants from time to time for the purpose of curing any ambiguity in and/or inconsistency between the provisions therein and to make other amendments which conform to the general purpose of the Covenants; and

WHEREAS, Declarant has determined that the description of the easements provided for in Paragraph 3 (b) of the Covenants may not clearly state the intention of Declarant in imposing such easements.

NOW, THEREFORE, for the purpose of clarifying the description of the easements described in Paragraph 3 (b) of the Covenants, Declarant hereby modifies the Covenants in the following respects:

1. Paragraph 3(b) is amended so that the first sentence thereof reads in its entirety as follows:

"Declarant hereby grants to each Owner of a Unit on which a building is located less than five (5) feet from a side lot line, an easement for ingress and egress over the Unit adjacent to said side lot line, which easement shall be five (5) feet in width as measured from the foundation of the building and shall encircle the building on the Residential Lot."

2. The Declaration of Covenants, Conditions and Restrictions for Highland Lakes on Argyle Unit Two, as supplemented by instrument recorded in Official Records Volume 6583, page 1203, of the public records of Duval County, Florida, and as modified hereby, is ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant hase executed these presents as of the 'O'D' day of Friendy, 1989.

Signed, sealed and delivered in the presence of:

HIGHLAND LAKES JOINT VENTURE, a joint venture

By: Baita/Landtec Associates, IV, Ltd., a Florida limited partnership, its General partner

By: Baita International, Inc. general partner

By Tanke C.

President

and

By: Landtec International, Inc.

and

By: Summerhomes Incorporated a Florida corporation

By Kluigh o / to

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("Declarant")

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STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of March, 1989, by Harbler Treadwell. day<sub>√</sub> of /President of BAITA INTERNATIONAL, INC., a general the partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of the Venture. Notary Public, State and County aforesaid My Commission expires: (Notarial Seal) NOTARY PUBLIC. STATE OF FLORIDA. NOTARE FUNDAMENTAL OF PEOPLEMS IN COMMISSION EXPINES: OCT. 8, 1992; BONDED THE ROTARY FULLIC UNDERWRITERS: STATE OF COUNTY OF the foregoing instrument was acknowledged before me this day of March, 1989, by Ward B. Owen, the President of LANDTEC INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, on behalf of the Venture. Notary Public, State and County aforesaid My Commission expires: (Notarial Seal) NOTARY PUBLIC. STATE OF PLORIDAL NOTARY PUBLIC, STATE OF FLORIDAL MY COME. ISSON ELPHREL, OCT. 6, 1992. THE COME. TOWN AS ANY PUBLIC UNDERSTREET, AND THE PUBLIC OF THE COMPANY PUBLIC OF THE COMPANY PUBLIC OF THE COMPANY PUBLIC OF THE COMPANY PUBLIC OF T STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was acknowledged before me this day of the life President of SUMMERHOMES INCORPORATED, a Florida corporation, on behalf of the corporation, and as a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of the Venture. Notary Public, State and County. aforesaid My Commission expires: (Notarial Seal) Motary Public State of Florida Vaces 50 12. Menn. My Commission Expires Feb. 21, 1992 Bonded Thru Tray fain - housance inc. -3-

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#### CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

Mark 24 1589 Dated First Federal Savings & Loan Association of Jacksonville

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of March , 1989, by Willard E. Allen, Jr.

Vice President of First Federal S & L Assn. of Jacksonville 24th day of the on behalf of the association. Officer

Notary Public, State and County

aforesaid

My Commission expires:

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> LERK OF CIRCUIT COURT ယ 0 9 တ

Return to:
NENTON & MOREHEAD
10192 San Jose Boulevard
Suite 4
Jacksonville, Florida 32217

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for HIGHLAND LAKES ON ARGYLE UNIT THREE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Highland Lakes Joint Venture (formerly known as Highlands-on-Argyle Joint Venture) ("Declarant") is the owner of all of the lots in Highland Lakes on Argyle Unit Three as recorded in Plat Book , pages et seq., of the public records of Duval County, Florida (the "Subdivision"), and Summerhomes Incorporated is the developer of said property (the "Developer"); and

WHEREAS, Declarant and Developer have caused certain covenants, conditions and restrictions to be imposed upon Highland Lakes on Argyle Unit One by instrument recorded in Official Records Volume 6498, page 1985, of the public records of Duval County, Florida, and have amended the same by Supplemental Declaration of Covenants and Restrictions (the "Supplemental Declaration") recorded in Official Records Volume (55%3, page 1963, of said records (collectively, the "Restrictions"). The Restrictions provide that they may be expanded to include Highland Lakes Subsequent Phases; and

WHEREAS, the Subdivision is within the property described as Highland Lakes Subsequent Phases and Declarant and Developer have an interest in causing the property to be developed so as to maintain the aesthetics and value thereof and desire to uniformly restrict the use of the Units and create certain easements for the benefit of the Owners and their assigns within those subdivisions.

NOW, THEREFORE, in consideration of the benefits to be derived by Declarant and Developer and for other valuable considerations, the Developer and Declarant do hereby submit all of the Subdivision to the Restrictions to the same extent and with the same effect as if the same had originally been described as part of the subdivisions originally named in the Restrictions. Whenever the term "Association" is used in the Supplemental Declaration, it means the Association created by this document.

Pursuant to the rights reserved to Declarant to impose additional restrictions on portions of the property which is subject to the Restrictions, the Declarant hereby imposes the following additional restrictions on Units in the Subdivision:

Prepared by: Diane Davis
Summerhomes Incorporated
10405 St. Augustine Road
Jacksonville, FL 32257

### ARTICLE 1 Definitions

- 1.1 "Association" means Highland Lakes Townhomes Association, Inc., a Florida corporation not for profit, its successors and assigns.
- 1.2 "Building Plot" means a plot of land consisting of Lots which are adjacent and contiguous to each other, each Lot bearing the same number followed by a capital letter (for example, Lots 1A, 1B, 1C, 1D, 1E and 1F would constitute a single Building Plot.).
- 1.3 "Multi-Family Residential Building" means a building constructed on a Building Plot.
- 1.4 "Party Wall" means a common wall which is built as part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line (whether or not such wall is actually built on the dividing line) between Lots constituting the same Building Lot.
- 1.5 "Plat" means the plat of Highland Lakes Unit Three recorded in Plat Book 44, page 60 et. seq., of the current public records of Duval County, Florida.
- 1.6 "Living Unit" means a portion of a Multi-Family Residential Building designed and intended for use and occupancy as a single-family residence, each such Living Unit being situated on a Lot.
- 1.7 "Lot" and "Residential Lot" mean a platted lot intended to be used for construction of a Residential Dwelling Unit.
- 1.8 All other capitalized terms used in this instrument have the same meaning as in the Restrictions unless a different definition is provided for herein.

### ARTICLE 2 Association

- 2.1 Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- 2.2 <u>Voting Rights.</u> The Association shall have two classes of voting membership:
- (a) 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 be cast with respect to any Lot.

- (b) Class B. The Class B member(s) shall be owners of Residential Lots on which no Living Unit has been constructed, including the Declarant and Developer. Each Class B member shall be entitled to three (3) votes for each Lot owned. 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:
- (1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members; or
- (2) within six (6) months from the time at which all Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by Declarant or Developer in the ordinary course of business; or
- (3) ten (10) years from the date of recording this Declaration.

### ARTICLE 3 Covenant for Maintenance Assessments

- 3.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, 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 property against which each such assessment is made. Each such assessment, together with interest, 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 his successors in title unless expressly assumed by them.
- 3.2 <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 Property and for the improvement, maintenance and repair of the common areas,

islands and medians within the public streets shown on the Plat and the maintenance of the lawns and landscaping of Residential Dwelling Units. The Association shall have an obligation to improve, repair and maintain the common areas, islands and medians within the public streets shown on the Plat, and such obligation shall not be released, altered or changed without the prior approval of the City of Jacksonville.

- 3.3 Maximum Annual Assessment. Until the date on which there is no Class B member, the maximum annual assessment shall be Six Hundred and No/100 Dollars (\$600.00) per Lot.
- (a) From and after the date on which there is no Class B member, the maximum annual assessment may be increased each pear by not more than five percent (5%) above the maximum assessment for the previous year but only upon an affirmative vote of two-thirds (2/3rds) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- (b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- 3.4 Notice and Quorum for any Action Authorized under Section 3.3(b). Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3(b) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

#### 3.5 Rate of Assessment.

- (a) Reserve Fund. In order to provide a fund with which to exercise the rights granted to the Association herein, a reserve fund shall be established and replenished from time to time from reimbursements made by offending Owners and by assessment of members. Each Owner shall contribute \$10.00 to the reserve fund at the time of closing the initial purchase of a Lot or Living Unit from the Developer, provided the aggregate amount of such initial contributions shall not exceed \$2,500.00. Such contribution shall be deemed to be a special assessment within the meaning of paragraph 3.1.
- (b) Equality. The amount of special and regular annual assessments payable by each Lot, excluding the annual landscape assessment provided for hereinbelow, shall be determined by dividing the total assessment fixed by the Association by the total number of Lots which are subject to assessment. In addition to such special and regular annual assessments, the Association shall also levy an annual landscape assessment adequate to pay the cost of maintaining the landscaping on

Residential Lots. The amount of the annual landscape assessment payable by each Lot shall be determined in the following manner:

- (1) The total landscape assessment shall be divided by the sum of the total number of Lots subject to assessment plus one-half of the number of Oversized Lots subject to assessment to obtain the "Unit Cost of Landscaping."
- . (2) Each Lot other than Oversized Lots shall be  $\mathcal{O}$  assessed the Unit Cost of Landscaping.
- (3) Oversized Lots shall be assessed for 1-1/2 times the Unit Cost of Landscaping. For the purpose of this determination, an Oversized Lot means the two lots in a Building Plot which have the highest and lowest alphabetical designation following the Lot number (for example, in Building Plot number 1, Lot 1A and Lot 1F are oversized Lots).
- 3.6 Date of Commencement of Annual Assessments; Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the first Lot to a purchaser other than Declarant or The first annual assessment shall be adjusted Developer. according to the number of months remaining in the calendar The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (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, furnish a certificate signed by an officer of the Association setting forth whether 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 upon the Association as of the date of its issuance.
- 3.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a late charge of six percent (6%) of the amount of the payment due. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- 3.8 <u>Subordination of the Lien to Mortgages</u>. The lien of the assessments provided for herein shall be subordinate to the lien of any 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 4 Reciprocal and Common Elements

### 4.1 Party Walls.

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Multi-Family Residential Building and is intended to be placed on the dividing line between the Lots shall constitute a Party Wall. To the extent not inconsistent with this paragraph the general rules of the law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to Party Walls.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use.
- (c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner sharing the Party Wall may restore it, and the other Owners sharing the Party Wall shall contribute to the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Any Owner shall have the right to enter on the Lot of another Owner sharing a Party Wall during normal working hours and upon reasonable notice to make any repairs necessary to maintain the Party Walls, including the right to rebuild the Party Wall, if necessary.
- (d) Weatherproofing. Notwithstanding any other provision of this paragraph, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 4.1 shall be appurtenant to the Land and shall pass to such Owner's successors in title.
- (f) Arbitration. In the event of any dispute arising concerning a Party Wall, each Owner of a Lot affected thereby shall choose one arbitrator; and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the

decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Owners affected thereby.

### 4.2 Common Roof.

- (a). General Rules of Law to Apply. The general rules of law-regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.
- (b) Sharing of Repair, Maintenance and Replacement. Each Owner of a Lot constituting a part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repair, maintain and replace, when necessary, the Common Roof covering the Multi-Family Residential Building on the Building Plot. If a Common Roof requires repair; maintenance or replacement, then each Owner of a Lot constituting a part of the same Building Plot shall pay, on account of the costs of such repair, maintenance and replacement, an amount of such cost divided by the number of Lots in the Building Plot, SUBJECT, HOWEVER, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. In the event of an emergency, any Owner of a Lot constituting a part of the same Building Plot shall have the right to enter on the Lot of another Owner sharing a Common Roof, without notice, to make emergency repairs and thereafter demand contribution as herein provided. If the Owners are unable to agree upon the need for any repair or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall have the right to assess each Owner for his or her proper share of the cost.
- (c) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 4.2 shall be appurtenant to the Land and shall pass to such Owner's successors in title.
- (d) Arbitration. In the event of any dispute arising concerning the Common Roof or under the provisions of this Section 4.2, each Owner of a Lot affected thereby shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators), and the decision shall be by a majority of all the arbitrators and shall be binding and conclusive on all the Lot Owners affected thereby.
- (e) Easement for Repair, Maintenance and Replacement of Common Roof. Developer hereby grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across the Common

Roof covering the Multi-Family Residential Building located upon the same Building Plot for the purpose of repairing, maintenance and replacing the Common Roof.

### 4.3 Painting and Exterior Repairs.

- constituting part of the same Building Plot shall be jointly responsible with all of the Owners of Lots in the same Building Plot for, and shall repaint the exterior of the entire building on the Building Plot when, in the opinion of the Association or of a majority of the Owners of Lots in said Building Plot, such repainting is necessary. If any part of the exterior requires repair or replacement, such repair or replacement shall be performed by the Owner of the Living Unit. Each Owner of a Lot constituting a part of the same Building Plot shall pay on account of the cost of such repainting an amount of such cost divided by the number of Lots in the Building Plot, subject, however, to the rights of any Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligence or willful acts or omissions. If the Owners are unable to agree upon the need for repainting or the manner of accomplishing the same, any of such Owners shall have the right to demand the Association undertake the same and the Association shall then have the right to assess each Owner for his or her proper share of the cost.
- (b) Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Section 4.3 shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (c) Arbitration. In the event of any dispute arising concerning the repainting of the exterior of a building or under the provisions of this Section 4.3, each Owner of a Lot affected thereby shall choose one arbitrator and such arbitrator shall choose one additional arbitrator (or two additional arbitrators if necessary in order to have an odd number of arbitrators) and the decision shall be by a majority of all of the arbitrators and shall be binding and conclusive on all of the Lot Owners affected thereby.
- (d) Easement for Repainting of Exterior. Developer hereto grants to each Owner of a Lot constituting a part of the same Building Plot a non-exclusive easement for ingress and egress on, over and across each of the Lots in the same Building Plot for the purpose of repainting the exterior of such building pursuant to this Section 4.3.
- 4.4 Easements for Encroachments and Driveways. Developer hereby subjects each Lot to an easement for encroachments created by construction, settling, footings, foundations and overhangs of

### OFFICIAL RESERVA

Diving Units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed, and then rebuilt, the Owners of Living Units so affected covenant and agree that minor encroachments on part of the adjacent Lots due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. In serve the enclosed garage attached or will install driveways to extent that such driveway may be located on an adjacent Lot, the Owner of the Living Unit served by such driveway shall have an easement for the use thereof for ingress and egress and for pedestrian and vehicular traffic. The Owner of such easement shall be responsible for the repair and maintenance of such easement and any pavement located thereon. No driveways or other paving except that installed by Developer and replacement thereof shall be permitted on any Lot.

- 4.5 Easements for Utilities, Drainage, Maintenance and Repairs. Developer hereby grants to the Owner of each Lot, and those furnishing utility services to each Lot a non-exclusive easement together with the right of ingress and egress over, under and across the other Lots constituting the same Building Plot for the installation and maintenance of electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment for the installation, maintenance, transmission and use of electricity, telephone, gas, cable television, lighting, heating, water, drainage, sewage and other conveniences or utilities including an easement in or under those portions thereof on which Living Units are constructed. Said easements for installation shall be along the paths in which said electric and telephone wires, cables, conduits, water mains, drainage lines, sewers and other suitable equipment are now or may hereafter be installed. Developer further grants to the Owner of each Lot, the Clay Electric Cooperative, and their respective successors and assigns, a non-exclusive easement for terior wall of any Living Unit, together with the right of ingress and egress over each Lot for the purpose of maintaining and reading said electric meters. In addition to the purpose of maintaining may hereafter be installed. and reading said electric meters. In addition to easements shown on the plat, Developer reserves an easement for drainage and utilities over, under and across a strip of land five (5) feet wide on each side of the boundary of each Building Plot provided that, if a Living Unit or attached garage is constructed by Developer over such reserved easement, the easement shall be deemed to be abandoned beneath such structure. No Owner shall change the topography of a Lot in any manner which would alter or interfere with the drainage plan for the Subdivision established by the Developer.
- 4.6 <u>Non Access.</u> No access shall be allowed over any area designated on the Plat as "Non-Access Easement" between any Lot and any public or private road.

### OFFICIAL REDGADS

- 4.7 Utility Lines. All telephone, cable television, electric and other utility lines and connections between the main utility lines and the Living Unit located on each Lot shall be concealed and located underground so as not to be visible.
- 4.8 Appurtenance of Easements. The Easements granted or created herein shall be appurtenant to and shall pass with the title to the Lots benefited by such easements, whether or not the same shall be referred to in any deed conveying title to any Lot or referred to in any mortgage encumbering any Lot.

### ARTICLE 5 Obligations of Owners

- Owner shall be responsible for the maintenance of the exterior of his Living Unit and Lot, which obligation shall include the obligation to repair, replace and care for all gutters, downspouts, exterior building surfaces, windows, doors, trees, paved walkways, easements, and all other exterior improvements, excluding grass, trees and shrubbery in the yard of each Lot, which shall be the responsibility of the Association as provided in paragraph lot in good, clean, serviceable and safe condition and repair. The exterior of all Living Units in a single building shall be painted at the same time in the manner provided in Section 4.3.
- 5.2 Repair after Casualty. If any Living Unit is damaged or destroyed by fire or other casualty, such Living Unit shall be promptly restored by the Owner thereof in accordance with the plans and specifications of such Living Unit as originally constructed, utilizing materials, exterior surfaces and color of paint as near to the original as possible.
- force and effect and shall pay the premiums as the same become due and payable for fire and extended coverage insurance on such Owner's Living Unit in the amount of the full replacement cost thereof and shall, within 10 day after receipt of written notice from the Association, furnish to the Association a copy of the insurance policy required to be maintained, together with a copy of the paid receipt therefor.
- 5.4 Termite Guarantee and Service Agreement. Each Owner of a Living Unit shall keep and maintain in full force and effect and pay the premiums for a Termite Guarantee and Service Agreement on the Owner's Living Unit for the control of subterranean termites and other woodboring insects, issued by a firm licensed to do business in the State of Florida and approved by the Association. The Owner shall, within 10 days after receipt of writ-

ten notice from the Association, furnish to the Association a copy of the Owner's Termite Guarantee and Service Agreement together with a copy of the paid receipt therefor.

5.5 Water Service and Sewage Disposal. Developer shall have the right to designate a utility company which shall have the sole and exclusive right to provide all water and sewage facilities and service 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 structures to be built, and no potable water shall be used within said structures except potable water which is obtained from such designated utility company or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by the designated utility company 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 lines of the sewer system. The designated utility company shall have a non-exclusive perpetual and unobstructed easement and right in and to, over and under every Lot for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

### 5.6 Personal Obligation for Performance.

(a) In the event any Owner of a Lot shall fail or (a) perform or contribute to the cost of any mainterefuse to: nance, repairs, replacements or restorations, as required herein; (b) maintain insurance and furnish proof thereof, as required herein; or (c) maintain the Termite Guarantee and Service Agreement and furnish proof thereof, as required herein (hereinafter referred to as "Delinquent Owner"), then the Association or any other Lot Owner (hereinafter referred to collectively as "Association"), may serve written notice upon the Delinquent Owner demanding that the Delinquent Owner perform or contribute to the cost of any maintenance, repairs, replacements, or restorations required herein; maintain insurance and furnish proof thereof as required herein; maintain Termite Guarantee and Service Agreement, and furnish proof thereof as required herein, as may be applicable, within thirty (30) days after the mailing of notice thereof by certified mail, postage prepaid, to the Delinquent Owner at such Owner's address as shown by the records of the If, after the expiration of such thirty (30) day Association. period, the Delinquent Owner has failed or refused to comply with the demands stated in the written notice, then the Association or Owner shall have the right to enter upon the Lot and Living Unit of the Delinquent Owner and may cause such maintenance, repairs, replacements and restorations to be made and purchase such insur-

ance and Termite Guarantee and Service Agreement, and thereafter demand payment for the costs of any maintenance, repairs, replacements or restorations as required herein, contribution as required herein, and payment for the costs of said insurance and Termite Guarantee and Service Agreement. Notwithstanding the foregoing, in the event of an emergency, any Owner may proceed with emergency repairs, without prior notice, and thereafter demand contribution as herein provided.

- (b) The cost of any maintenance, repairs, replacements or restoration as required herein, contributions, cost of insurance and Termite Guarantee and Service Agreement, together with interest thereon at the rate of eighteen percent (18%) per annum from the date said obligations are incurred by the Association, costs and reasonable attorney's fee shall be the personal obligation of the Delinquent Owner, which personal obligation shall be joint and several in the event one or more persons or entities constitute a Delinquent Owner. The personal obligation of a Delinquent Owner shall pass to his successors in title.
- The Association shall have a lien against the Lot of the Delinquent Owner for the cost of any maintenance, repairs, replacements or restorations required herein, contributions and costs of premiums of insurance and termite guarantee and service agreement together with interest thereon at the rate of eighteen percent (18%) per annum, costs and reasonable attorney's fees. Such lien shall attach as of the day the claim of lien is filed in the public records of Duval County, Florida, signed by the Association. Such claim of Lien shall state the description of the Lot and/or Tract affected thereby, the amount due and the date when due, and such lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for all sums secured by the lien without waiving the lien securing the same. Such claim of lien shall be subordinate to the lien of any prior recorded first mortgage.

### ARTICLE 6 General Provisions

6.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- 6.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.
- 6.3 <u>Duration of Covenants</u>. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless rescinded by 2/3rds vote of the members.

### 6.4 Amendments.

- (a) Amendments or Additional Restrictions. The Developer reserves and shall have the right (a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend this Declaration of Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or in the Plat of Highland Lakes Unit Three; (c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the said land which do not lower the standards of any of the provisions of this Declaration, PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval by the United States Department of Housing and Urban Development or Veterans Administration, prior to their recording, and any amendment or addition to Section 3.2 of this Declaration shall also be subject to approval by the City of Jacksonville prior to their recording. In addition, Developer shall have the right to release any Lot from any part of the provisions contained herein which have been violated, if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.
- (b) Amendment of Declaration with Consent of Owners. In addition to the rights of Developer provided for in Section 6.4 hereof, the Owners of 75% or more of the Lots shall have the right to amend or alter this Declaration and any part thereof, PROVIDED, HOWEVER, any amendment or additions to this Declaration shall be subject to approval in writing by the United States Department of Housing and Urban Development or Veterans Administration, prior to their recording, and any amendment or addition to Section 3.2 of this Declaration shall also be subject to approval by the City of Jacksonville prior to their recording, and provided no amendment shall adversely affect the Developer or alter the rights or increase the obligations of the Class B Members of the Association.

mortgage insured by the Federal Housing Administration or guaranteed by the Veterans' Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication, encumbrance or conveyance of any of the Common Area, dissolution of the Association and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the Developer herein, have hereunto set their hands and seals this 198 day of November 1988.

Signed, sealed and delivered in the presence of:

HIGHLAND LAKES JOINT VENTURE, a joint venture

By: Baita/Landtec Associates, IV, Ltd., a Florida limited partnership, its General partner

By: Baita International, general partner

By Presiden

By: Landtec International The general partner

By

and

By: Summerhomes Incorporated, a Florida corporation

By Tits Wise Presid

("Declarant")

•	•
Tick 12 Ochresa	SUMMERHOMES INCORPORATED, a Florida corporation
Monera Cood. Crisp.	By Its Vice President
	("Developer")
STATE OF Ilstida COUNTY OF Buyal	
the President of partner of BAITA/LANDTEC ASSO	t was acknowledged before me this 1988, by Colonial Colon
che venture.	Mill A Had
	Notary Public, State and County
	aforesaid My Commission expites:
•	(Notarial Seal) 11 THE PROPERTY OF THE PROPERTY OF THE CONTROL OF THE PROPERTY
STATE OF Horida COUNTY OF Wurst	
the President	OF LANDTEC INTERNATIONAL INC.
partner of HIGHLAND LAKES (	TEC ASSOCIATES, IV, LTD., a general solution JOINT VENTURE, on behalf of them
Venture.	Vickie Buttleman
	Notary Public, State and County aforesaid
	My Commission expires:

#### CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

By Illand Illand Illand I Illa

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this

9th day of November , 1988, by Willard E. Allen. Ir

the vice President of First Federal Savings & Loan Assn? For Jacksonvi a officer on behalf of the association.

Notary Public, State and County aforesaid

My Commission expires:

(Notarial Seal) NOTARY PUBLIC, STATE OF FLORIDA

(Notarial Seal) My semigration expires Dec. 8, 1989

99 12M 30 P 1: 49 89 - 9519

HENEA M COOK

FRIANCE THE CONTRACT

# MODIFICATION OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS HIGHLAND LAKES ON ARGYLE UNIT THREE

Townhome S

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, HIGHLAND LAKES JOINT VENTURE (the "Declarant") has heretofore imposed certain covenants, conditions and restrictions on the real property known as Highland Lakes on Argyle Unit Three, which covenants, conditions and restrictions are set forth in instrument recorded in Official Records Volume 600, of the public records of Duval County, Florida (the "Covenants"); and

WHEREAS, Declarant has reserved the right to amend the Covenants from time to time for the purpose of curing any ambiguity in and/or inconsistency between the provisions therein and to make other amendments which conform to the general purpose of the Covenants; and

WHEREAS, Declarant has determined that the definition of the Association provided for in Article I, paragraph 1.1 of the Covenants incorrectly stated the name of the Association.

NOW, THEREFORE, for the purpose of correcting the Covenants, Declarant hereby modifies the Covenants in the following respects:

1. Article I, paragraph 1.1 is amended to read in its entirety as follows:

"Association" means Highland Lakes Townhomes Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

2. The Declaration of Covenants, Conditions and Restrictions for Highland Lakes on Argyle Unit Three as recorded in Records Volume 664, page 623, of the public records of Duval County, Florida, and as modified hereby, is ratified and confirmed and shall remain in full force and effect.

( ) AND RETURN TO:

IS INSTRUMENT WAS PREPARED BY:

JAMES S. TAYLOR of

L. MURCHISON, ASHBY & TAYLOR

P. O. BOX 479

IN WITNESS WHEREOF, the Declarant has executed these presents as of the 120 day of February, 1989.

Signed, sealed and delivered in the presence of:

HIGHLAND LAKES JOINT VENTURE, a joint venture

By: Baita/Landtec Associates, IV, Ltd., a Florida limited partnership, its General partner

By: Baita International, Inc. general partner

By Tools E. Its Wes

and

By: Landtec International, Inc.

y Its

and

By: Summerhomes Incorporated, a Florida corporation

Ita Constitution Dise

("Declarant")

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STATE OF <u>Hund</u>		·
the // President of	it was acknowledged before me the 1989, by <u>Handled Madwell</u> BAITA INTERNATIONAL, INC., a general partroure, a joint venture, on behalf	ier er
··	Notary Public, State and County aforesaid My Commission expires:	E STATE OF THE STA
40 .0	(Notarial Seal)  notary public state of Tlorida, notary public state of Tlorida, ny Commission control (1994)	
COUNTY OF Ausol	· · · · · · · · · · · · · · · · · · ·	
the day of	of LANDTEC INTERNATIONAL, INC., DIEC ASSOCIATES, IV, LTD., a generation venture, on behalf of	—á
•	Notary Public, State and County aforesaid My Commission expires:	
	(Notarial Seal)  NOTARY PUBLIC STATE OF PLONIDAD  NY COLUMNS OF EDUNES OCT. 3. 1905.  NY COLUMNS OF EDUNES OCT. 3. 1905.  NY COLUMNS OF ANY PUBLIC UNICAMANTERS.	in the second
STATE OF FLORIDA COUNTY OF DUVAL		
the cuc lui President o	ent was acknowledged before me to 1989, by ARCURU MANNAL SUMMERHOMES INCORPORATED, a Flor the corporation, and as a general JOINT VENTURE, a joint venture,	ida
	Notary Public, State and County aforesaid My Commission expires:	
	(Notarial Seal)	NIJ.

JST/SU/HL3-MDEC (JST 2/17/89)

#### RECORD AND RETURN TO: ROGERS, TOWERS, BAILEY, ICHES & GAY 1370 GOLF LIFE DRIVE JACKSUAVILLE, FLORIDA 32207

PREPARED BY CECILE EVANS BASS & PORTES TOATES BALLEY, JOHES & GAY JUGGIE USE SHE DRIVE 201 - 12291

### RELEASE OF VIOLATIONS OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That: WHEREAS SUMMERHOMES, INCORPORATED, a Florida corporation, as Developer, has, together with other parties named therein, caused to be placed upon the public records that certain Covenants, Conditions and Restrictions for Highland Lakes on Argyle Unit Three as recorded in Official Records Volume 6648, page 623 of the public records of Duval County, Florida, which said Covenants and Restrictions cover that part of Lot 154D, Highland Lakes on Argyle Unit Three as per plat recorded in Plat Book 44, pages 100, 100A, 100B and 100C of the public records of Duval County, Florida, more particularly described in Exhibit A attached benefit and the contractions. described in Exhibit A attached hereto; and

WHEREAS, the construction of certain improvements on the lands described in Exhibit A may technically violate said Covenants and Restrictions; and

WHEREAS, Developer deems said violation, if any, to be such a violation as Developer has the power to release from the force and effect of the aforementioned Covenants and Restrictions pursuant to the provisions of paragraph 6.4(a) of said Covenants and Restrictions.

NOW THEREFORE, the undersigned Developer does hereby consent to the location of said improvements as now constructed on said lot and consents and agrees that the aforesaid Covenants and Restrictions shall be and are hereby amended to permit the construction of E 12 improvements on the real property described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned has executed these presents this  $2 \wedge d$  day of November, 1990.

Signed, sealed and delivered

SUMME

, INCORPORATED

in the presence of:

Charles A. Brown, Its President

(Corporate Seal)

STATE OF TIGRIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by Charles A. Brown, Jr., President of Summerhomes Incorporated, a Florida corporation, for the uses and purposes therein set forth on behalf cf said corporation.

WITNESS my hard and of cial seal in the County and State last aforesaid this MU day of November, 1990.

> Notary Public, State of

at Large

My commission expires:

Notary Public Ste of Florid My Commission Expires Feb. 2171992 Bande i Thru Tray Fain - Listrance Inc

### Y816998 P8089 |

OFFICIAL RECORDS

#### Exhibit "A"

LOT 154D, HIGHLAND LAKES ON ARGYLE UNIT THREE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 100, 100A, 100B, AND 100C, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. LESS AND EXCEPT A PORTION OF LOT 154D OF SAID HIGHLAND LAKES ON ARTYLE UNIT THREE, SAID PORTION BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST SITUATE IN THE EASTERLY RIGHT OF WAY LINE OF DUNBARTON COURT (A SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LOT 154D, 21.46 FEET; THENCE SOUTH 65 DEGREES 10 MINUTES 23 SECONDS WEST, 22.64 DUNBARTON COURT; THENCE NORTH 00 DEGREES 15 MINUTES 59 SECONDS DUNBARTON COURT; THENCE NORTH 00 DEGREES 15 MINUTES 59 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID LOT 59 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 3.24 FEET TO THE

m-0122625

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT FOUR

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Highland Lakes Joint Venture (formerly known as Highlands-on-Argyle Joint Venture) ("Declarant") is the owner of all of the lots in Highland Lakes on Argyle Unit Four as recorded in Plat Book 46, page / et seq., of the public records of Duval County, Florida, and Summerhomes Incorporated is the developer of said property ("Developer"); and

WHEREAS, Declarant and Developer have caused certain covenants, conditions and restrictions to be imposed upon Highland Lakes on Argyle Unit One by instrument recorded in Official Records Volume 6498, page 1985, of the public records of Duval County, Florida, which were amended and supplemented by Supplemental Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 6583, page 1203 (collectively, the "Restrictions"); and

WHEREAS, the Restrictions provide that Highland Lakes Subsequent Phases may be annexed to the Subdivison and made subject to the Restrictions; and

WHEREAS, Highland Lakes on Argyle Unit Four is within the property described as Highland Lakes Subsequent Phases and Declarant and Developer have an interest in causing the property to be developed so as to maintain the aesthetics and value thereof and desire to uniformly restrict the use of the Units and create certain easements for the benefit of the Owners and their assigns within those subdivisions.

be con-

NOW, THEREFORE, in consideration of the benefits to be derived by Declarant and Developer and for other valuable considerations, the Developer and Declarant do hereby submit all of Highland Lakes on Argyle Unit Four as recorded in Plat Book 46, page 5 et seq., of the current public records of Duval County, Florida, to the Restrictions to the same extent and with the same effect as if the same had originally been described as part of the Subdivision therein. Capitalized terms used in this instrument have the same meaning as in the Restrictions unless a different definition is provided for herein.

Pursuant to the rights reserved to Declarant to impose additional restrictions on portions of the property which is subject to the Restrictions, Declarant hereby imposes all of the restrictions set forth in the instruments described in the recitations

THIS INSTRUMENT WAS FERRATED BY:

JAMES S. TAYLOR OF

TOTAL MURCHISCH, ASHEY & TAYLOR
P. O. BOX 479

1600 FIRST UNION BUILDING

JACKSONVILLE, FLORIDA 32202

of this Declaration as heretofore amended on Highland Lakes on Argyle Unit Four.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their respective officers thereunto duly authorized this  $38^{\frac{11}{12}}$  day of  $\frac{1}{100}$  and  $\frac{1}{100}$  day of  $\frac{1}{100}$  and  $\frac{1}{100}$  day of  $\frac{1}{100}$  day of  $\frac{1}{100}$  and  $\frac{1}{100}$  day of  $\frac{1}{100$ 

Signed, sealed and delivered in the presence of:

HIGHLAND LAKES JOINT VENTURE, a joint venture

By: Baita/Landtec Associates,
IV, Ltd., a Florida limited
partnership, its general
partner

By: Baita International, Inc. general partner

By Its

Its

and

By: Landtec International, Inc., general partner

and

By: SUMMERHOMES INCORPORATED, Ja Florida corporation

Its Edition of the

President

Prosident

President,

DECLARANT

### VEL6918 PEO610.

Summerhomes incorporated, a Florida corporation

By Juan S. Hatovna
Its Executive Vice President

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of <u>leftembel</u>, 1989, by <u>left</u> . <u>Jehnlicht</u>, the <u>President of BAITA INTERNATIONAL</u>, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of the venture.

Notary Public, State and County aforesaid

aroresa.ca

My Commission expires:

NOTARY PUBLIC. STATE OF FLORIDA.
MY COMMISSION EXPIRES, OCT. 6, 1907.
BURNED THE HOTARY PUBLIC UNDERWINTERS.

(Notarial Seal)

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of Links, 1989, by Wrid B. Own the President of LANDTEC INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of the venture.

Notary Public, State and County, aforesaid

My Commission expires:

(Notarial Seal)

### Y016918 PG0611

OFFICIAL RECORDS

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of
(Notarial Seal)
The state of the s
STATE OF FLORIDA COUNTY OF DUVAL
The foregoing instrument was acknowledged before me this day of Linux, 1989, by Allow Talling, the President of SUMMERHOMES INCORPORATED, a Florida corporation, on behalf of the corporation.  Notary Public, State and County aforesaid
My Commission expires:
(Notarial Seal)
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24 day of May , the Authorized Officer of	was acknowledged before me this 1990 , by Stephen E. King , Lomas Mortgage USA, Inc. , ion, on behalf of the corporation.
	Notary Public, State and County aforesaid  My Commission expires: 9 11/1/1/20  Notary Public Cont County Georgia  My Commission Expires Sept. 13, 1950
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MORTGAGEE CONSENT

Prepared by and return to: Clifford B. Newton Newton, Sheffield, Hurst & Almand 10192 San Jose Boulevard Jacksonville, Florida 32257

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT 5

(01)

THIS DECLARATION is made on the date hereinafter set forth by HUTSON LAND GROUP, 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:

Highland Lakes on Argyle Unit Five, according to the plat thereof recorded in Plat Book 47, pages 60 and 60A of the current public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and such other properties as are or may be subsequently annexed to this Declaration as hereinafter set forth shall be held, sold, and 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 interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner 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 Highland Lakes II Owners' Association, Inc., a Florida corporation not for profit, its successors and assigns.
- 2. "Owner" shall mean and refer to the 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 interest merely as security for the perfermance of an obligation.

- 3. "Property" 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. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.
- 4. "Common Areas" shall mean all real property (including the improvements 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 Hutson Land Group, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.
- 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.
- 8. "Builder" 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 a residential dwelling for sale to an Owner.

### ARTICLE II - PROPERTY RIGHTS

- 1. Owner's Easements of Enjoyment. 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 of any recreational facilities, 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 conditions 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 or 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. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. <u>Membership</u>. 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 Builders as defined in Article I, 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 be cast with respect to any lot.

CIASS B - The Class B member shall be the Declarant and shall have a number of votes equal to the number of lots. The total number of votes of the Class B member shall be increased at the time of annexation of Future Development Property to a number equal to the number of Lots included on the Property and the Future Development Property. The Class B membership shall terminate upon the happening of either of the following events, whichever occurs earlier:

- a) when the Declarant has conveyed one hundred percent (100%) of the lots in the subdivision including any Future Development Property; or
- b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

nents. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to 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 attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's

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.

- Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, and the storm and/or surface water management system. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall accept a District approved transfer to it from the Declarant of complete responsibility for operation and maintenance of the stormwater management system under the St. Johns River Water Management District MSSW Permit No. 4-031-0293M2. The Association shall execute any minutes or other documents required to dause the permit(s) to be transferred.
- 3. Makimum Annual Assessment. Until January 1 of the year immediately collowing the conveyance of the first lot to an owner, the maximum assessment shall be \$100.00 per year per lot.
- a) 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 each year but not more than 5% above

the maximum assessment for the previous year without a vote of the membership.

- 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 two-thirds 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, re-construction, 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 two-thirds of the votes eligible to be cast 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 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% or 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 preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be

collected on a quarterly basis or as determined by the Board of Directors.

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 Declarant or a Builder shall be subject to any assessment until a residence has been constructed thereon and occupied. The first annual assessment shall k 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, furnish 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 upon the Association as of the date 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 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the 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. Subordination of the Lien to Mortgages. 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

assessment 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. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. 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 two 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 resilence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.
- Declarant's Right to Resubdivide, Replat or Assign. 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 shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.
- Management District has jurisdiction over this subdivision and has issued MSSW Permit No. 4-031-0293M2 authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration 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 and the St. Johns River Water Management District. 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 water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

- 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 one or two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 180 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 without the prior approval of the Architectural Control Committee.
- 7. Approval of Structure. No residence, structure, fence, 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 quality of workmanship and materials, harmony or 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 25 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 bank as shown on the final survey on waterfront lots without the prior approval of the Architectural Control Committee. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the lot owner to whom such exception is granted. 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. 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 900 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, with at least 1,100 square feet for both stories combined.
- 9. <u>Building Location</u>. The location of the building on the lot shall conform to the zoning requirements of the City of Jacksonville as set forth in Ordinance No. 91-862-415, as currently existing or as hereinafter amended by the City of Jacksonville. Proposed variances shall require the prior approval of the Declarant as well as the City of Jacksonville.
- 10. <u>Lot Area</u>. No dwelling shall be erected or placed on any lot having an area of less than 3,600 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.

- vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked out of sight 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 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.
- 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. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.
- 15. Mailboxes. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant or Builder.
- 16. Fences. All fences shall be constructed of natural wood unless otherwise approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. 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 the 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 t pography 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. Chain link 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. Signs. No sign 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 than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent. Signs used by a builder to advertise the property during the construction and sales period must be approved by the Architectural Control Committee prior to being displayed. The entranceway identification sign 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 public view.
- 18. <u>Clotheslines</u>. There shall not be permitted any exterior clotheslines on any lots.
- 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. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.
- 21. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.
- 22. <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.
- 23. Motorists' Vision to Remain Unobstructed. 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.
- 24. Landscaping. Trees which are four inches (4") or more in diameter may not be removed without the written consent of the Architectural Control Committee. 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 sod or seed and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, as well as between the rear lot line and the street in the case of double frontage 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.

## 25. Architectural Control Committee.

- The Architectural Control Committee Membership. a) 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 performed pursuant to this covenant. So long as Declarant owns any lots in the subdivision, including the Future Development Property, 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 Highland Lakes II Owners' Association, Inc.
- as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the requirements of the related covenants shall be deemed to have been fully complied with.

26. <u>Conservation Easement</u>. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as conservation easements.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

- A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):
- a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.
- b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing or trash, waste or unsightly or offensive materials.
- c) Removal or destruction of trees, shrubs or other vegetation, except trimming or pruning permitted by the Declarant.
- d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

- e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.
- f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- B. The following activities shall constitute permitted activities (the "Permitted Activities"):
  - a) Trails.
- b) Any activities for passive recreational purposes, such as those listed in a) above, which do not require the removal or destruction of vegetation or the dumping or placing of landfill.
- c) Any activities and improvements required or permitted under St. Johns River Water Makagement District MSSW Permit No. 4-031-0293M2.
- 27. <u>Utility Lines</u>. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any lot.
- 28. Air Conditioning Units. No air conditioning units may be installed in any window.
- 29. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon 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.
- 30. <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 service 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 structures to be

built. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for irrigation. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or 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 lines 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.

Drainage, Utility and Maintenance Easements. Declarant hereby reserves unto itself and grants to the Highland Lakes II Owners' Association, Inc. a perpetual, non-exclusive, 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 of each lot; and a strip at the sides of each lot which shall be in width the distance from the side lot line to the side setback line; and on, in or over the private casements shown on the plat. The Declarant shall have the unrestricted right and power to release said easement. The granting of easements as contained in this paragraph shall be subordinate to the Declarant's right to assign said easement to the City of Jacksonville or other parties should the Declarant desire to assign said easement rights.

The private easements noted on the plat or plats are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns.

The Declarant hereby grants to the Association an easement over the lakes as necessary for maintenance of the lakes as required in this Declaration. Declarant hereby grants to the Association access to the retention areas over the platted easements that shall be granted to the City of Jacksonville; however, the rights of the Association shall be subordinate to the rights of the City of Jacksonville upon acceptance of the plat by the City of Jacksonville.

- described lands or the St. Johns River 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, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right but not the obligation to enforce the provisions of this Declaration.
- 33. Severability. 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.
- 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 plat as follows:

Highland Lakes on Argyle Unit Five, according to the plat thereof recorded in Plat Book 47, pages 60 and 60A, 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 or out of any occurrence in, upon or at or from the lakes as

shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

- 35. Reservation for Subdivision Improvements. Hutson Land Group, 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.
- 36. 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 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 one (1) lot within the Property or Future Development Property; b) to amend these covenants and restrictions at any time if, in the discretion of the Developer, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions if Declarant, in its sole opinion, deems any such exception to be insubstantial and in harmony with the general purpose of these covenants and restrictions; and d) to release any building plot 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. Declarant may assign its right to release such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or

stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the approval of the st. Johns River Water Management District.

Legal Action on Violation. 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 the Association 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 obliged 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 . And day of October, 1992.

Signed, sealed and delivered in the presence of:

Breakers Q Courde

HUTSON LAND GROUP)

DONALD P. HINSON Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this / day of October, 1992, by DONALD P. HINSON, as President of HUTSON LAND GROUP, INC. on behalf of the corporation. He is personally known to me and did take an oath.

Notary Public, State of Florida

CHERYL L. JOHNIGEAN MY COMMISSION & CC 201218 EXPIRES JANUARY 7, 1996 EDIDEO THRU TROY FAMILICAMICE, PIC

92 OCT 2! AH 10:

### AGREEMENT

This Agreement made and entered into this 15 day of October, 1992, by and between HIGHLAND LAKES OWNERS ASSOCIATION, INC., hereinafter referred to as the "Existing Association" and HIGHLAND LAKES II OWNERS' ASSOCIATION, INC., hereinafter referred to as the "New Association".

For and in consideration of the mutual promises, covenants and conditions, it is hereto agreed as follows:

## WITNESSETH

WHEREAS, the Existing Association was formed pursuant to those certain set of Covenants and Restrictions dated the 6th day of April, 1988; and

WHEREAS, said Covenants set forth certain rights and duties of the Existing Association and are currently calling for an annual membership fee of \$100.00 per year; and

WHEREAS, the New Association has been formed to handle certain lands that are contiguous to those lands governed by the existing association; and

WHEREAS, it is desirable by both associations to enter into this agreement concerning the mutual interests of the associations;

NOW, THEREFORE, it is agreed to as follows:

- 1. The New Association shall initially charge the sum of \$100.00 per year as and for the association dues per lot for each and every lot subject to the New Association's Covenants and Restrictions.
- 2. The Existing Association and the New Association shall share the expense of the playground, entranceways, and lake maintenance on a pro-rata basis, pro-rata on the number of lots governed by the particular association as to the total lots governed by both associations. Any proposed budget allocating funds for such expense shall require approval of both association Boards of Directors. Should both the Boards be unable to agree on said budget then the budget shall require approval of the lot owners of both associations with each lot owner having one vote per lot owned.
- 3. The Existing Association agrees that in consideration of the aforementioned pro-rata sharing or said expenses to be responsible for all the obligations as contained in the Covenants and Restrictions that are those obligations of the New Association, including but not limited to those obligations pertaining to the St. Johns Water Management District Permit No. 4-031-0293M2.
- 4. The Existing Association agrees to allow the New Association members the use of the common areas that are currently governed by the Existing Association, including but not limited to the use of the playeround.

In consideration of the remittance of the aforesaid funds the Existing Association further agrees to maintain all those common areas, entranceways and those areas that require maintenance for the aesthetic purposes contained in those lands governed by the New Association.

Prepared by a return to:

RITORN TO: Common Probability apparated to the same as they bond Tacket matter, 11 - 57257



IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of October, 1992.

Signod, scaled and delivered in the presence of:

Print name:

HIGHLAND ACKES OWNERS ASSOCIATION, INC.

CHARLES A. BROWN, JR. Its President

"Existing Association"

OWNERS' HI GHLAND LAKES ΤŢ ASSOCIATION, INC.

JAMES D. DANTEL

"New Association"

Its Vice President

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of October, 1992, by Charles A. Brown, Jr., the President of Highland Lakes Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has as identification. produced

> Print Name: Notary Public

My Commission Expires: CHERYL L. JOHNIGEAN EXPIRES ANY COMMISSION & CC 201219 EXPIRES

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of October, 1992, by Jame D. Daniel, the Vice President of Highland Lakes II Owners' Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has as identification.

> Print Name: Notary Public

My Commission Expires:

.. JOHNISEAN CHERYL L. JOHNIGEAN 1993 MANESCION / CC 201018 172088 " N. 2011 S EAPIRES CHERRE E. JURINIMEAN MY COMMISSION I CC 2012TR EXPIRES JERULHY 7, 1926 MISSIOTH TROY FOR MISSINGE, INC.

15.00 994.65

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OFFICIAL RECORDS
Prepared By and Return To:
Clifford B. Newton, Esquire
Newton, Sheffield, Hurst & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT 5 TO ANNEX HIGHLAND LAKES ON ARGYLE UNIT SIX

(3)

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 Highland Lakes on Argyle Unit 5, recorded in Official Records Volume 7438, at page 0808, 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; and

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

Highland Lakes on Argyle Forest Unit Six, according to the plat thereof recorded in Plat Book 47, pages 75, 75A, 75B, 75C and 75D, of the current public records of Duval County, Florida ("Highland Lakes on Argyle Unit Six");

WHEREAS, Declarant is desirous of amending the Declaration to subject Highland Lakes on Argyle Forest Unit Six to the Declaration and to provide certain revised use restrictions to apply specifically to lots in Highland Lakes on Argyle Forest Unit Six.

 ${\tt NOW}, \ {\tt THEREFORE}, \ {\tt in} \ {\tt consideration} \ {\tt of} \ {\tt the} \ {\tt premises}, \ {\tt the} \ {\tt Declarant}$  rant hereby declares:

- 1. That the lots in Highland Lakes on Argyle Forest Unit Six shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration, except that, where specifically required in this Amendment, the provisions of this Amendment shall prevail.
  - 2. The definition of "Property" set forth in paragraph 3 of

OFFICIAL RECORDS
Article: I of the Declaration and as used throughout the Declaration
is hereby amended to include the above described Highland Lakes on
Argyle Forest Unit Six.

3. Paragraph 5 of Article V as applied to lots in Unit Six shall read:

"Garage. 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."

4. Paragraph 8 of Article V, as applied to lots in Unit Six shall read as follows:

"Dwelling Size. 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, with at least 1200 square feet for both stories combined."

5. Paragraph 10 of Article V, as applied to lots in Unit Six shall read as follows:

"Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6000 square feet."

6. Paragraph 24 of Article V, as applied to lots in Unit Six shall read as follows:

"Landscaping. 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, 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 seed or sod and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double frontage 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."

- 7. Paragraph 25 of Article V, as applied to all lots subject to the Declaration, is amended to provide that, when Declarant no longer owns any lots in any phase of the subdivision or has waived, in writing, its right to appoint members of the Architectural Control Committee, the right to appoint members of the Architectural Control Committee shall automatically pass to the board of directors of the Association without the necessity of a formal assignment.
- 8. Except as specifically provided herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Declarant has executed this instrument

this The day of January, 1993.

Signed, sealed and delivered in the presence of:

C/Ochris

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this the day of January, 1993, by Donald P. Hinson, as President of HUTSON LAND GROUP, INC., on behalf of the corporation. He is personally known to me.

Notary Fublic, State of Florida

HUTSON LAND GROUP

Donald P. Hinson Its President

CHERYL L. JOHNIGEAN

MY COMMISSION / CC 201218 EXFIRES

January 7, 1998

BOOGD THE PROVINCE AND ALLERSE

Prepared By and Return To: Clifford B. Newton, Esquire Newton, Sheffield, Hurst & Almand 10192 San Jose Boulevard Jacksonville, Florida 32257

> AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT 5 TO ANNEX HIGHLAND LAKES ON ARGYLE 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 Highland Lakes on Argyle Unit 5, recorded in Official Records Volume 7438, at page 0808, 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; and

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

Highland Lakes on Argyle Forest Unit Seven, according to the plat thereof recorded in Plat Book 48, pages 44 and 44A, of the current public records of Duval County, Florida ("Highland Lakes on Argyle Unit Seven");

WHEREAS, Declarant is desirous of amending the Declaration to subject Highland Lakes on Argyle Forest Unit Seven to the Declaration and to provide certain revised use restrictions to apply specifically to lots in Highland Lakes on Argyle Forest Unit Seven.

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

1. That the lots in Highland Lakes on Argyle Forest Unit Seven shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration, except that, where specifically required in this Amendment, the provisions of this Amendment shall prevail.

2. The definition of "Property" set forth property Giragon Sof Article I of the Declaration and as used throughout the Declaration is hereby amended to include the above described Highland Lakes on Argyle Forest Unit Seven.

3. Paragraph 5 of Article V as applied to lots in Unit Seven shall read:

"Garage. 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."

4. Paragraph 8 of Article V, as applied to lots in Unit Seven shall read as follows:

"Dwelling Size. 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, with at least 1200 square feet for both stories combined."

5. Paragraph 10 of Article V, as applied to lots in Unit Seven shall read as follows:

"Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6000 square feet."

6. Paragraph 24 of Article V, as applied to lots in Unit Seven shall read as follows:

"Landscaping. 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, 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

lake bank to the waters' edge. It is the responsibility of each lot owner to seed or sod and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double 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

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Paragraph 25 of Article V, as applied to all lots subject, 7. to the Declaration, is amended to provide that, when Declarant no longer owns any lots in any phase of the subdivision or has waived, in writing, its right to appoint members of the Architectural Committee, the right to appoint members Architectural Control Committee shall automatically pass to the board of directors of the Association without the necessity of  $\boldsymbol{a}$ formal assignment.

appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the

Except as specifically provided herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Declarant has executed this instrument this // day of December, 1993.

Signed, sealed and delivered in the presence of:

ISTURN J. MITCHELL

State of Florida County of Duval

frontage lots.

appropriate."

HUTSON LAND GROUP, INC.

Donald P. Hinson

Its President

The foregoing instrument was acknowledged before me this day of December, 1993, by Donald P. Hinson, as President of HUTSON LAND GROUP, INC., on behalf of the corporation. He is personally known to me.

Notary Public, State of Florida

DEBORAH H DUNBAR My Commission CC285691 Exces May 25, 1997 Bonded by ANB 800 852 5878

Prepared By and Return To: Clifford B. Newton, Esquire Newton, Sheffield, Hurst & Almand 10192 San Jose Boulevard Jacksonville, Flerida 32257

> AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT 5 TO ANNEX HIGHLAND LAKES ON ARGYLE 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".

#### WITHESSETH:

WHEREAS, Declarant herein is the Declarant in the Declaration of Covenants, Conditions and Restrictions for Highland Lakes on Argyle Unit 5, recorded in Official Records Volume 7438, at page 0808, 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; and

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

Highland Lakes on Argyle Forest Unit Eight, according to the plat thereof recorded in Plat Book 47, pages 94 and 94A, of the current public records of Duval County, Florida ("Highland Lakes on Argyle Unit Eight");

WHEREAS, Declarant is desirous of amending the Declaration to subject Highland Lakes on Argyle Forest Unit Eight to the Declaration and to provide certain revised use restrictions to apply specifically to lots in Highland Lakes on Argyle Forest Unit Eight.

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

1. That the lots in Highland Lakes on Argyle Forest Unit Eight shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration, except that, where specifically required in this Amendment, the provisions of this Amendment shall prevail.

- 2. The definition of "Property" 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 Highland Lakes on Argyle Forest Unit Eight.
- 3. Paragraph 5 of Article V as applied to lots in Unit Eight shall read:

"Garage. 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."

4. Paragraph 8 of Article V, as applied to lots in Unit Eight shall read as follows:

"Dwelling Size. 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, with at least 1200 square feet for both stories combined."

5. Paragraph 10 of Article V, as applied to lots in Unit Eight shall read as follows:  $\ \, . \ \,$ 

"Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6000 square feet."

6. Paragraph 24 of Article V, as applied to lots in Unit Eight shall read as follows:

"Landscaping. 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, 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 seed or sod and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double frontage 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  $\ddot{z}$ appropriate."

- Paragraph 25 of Article V, as applied to all lots subject to the Declaration, is amended to provide that, when Declarant no longer owns any lots in any phase of the subdivision or has waived, in writing, its right to appoint members of the Architectugal Committee, the right to appoint members Architectural Control Committee shall automatically pass to the board of directors of the Association without the necessity of a formal assignment.
- Except as specifically provided herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Declarant has executed this instrument this  $22^{M}$  day of April, 1993.

Signed, scaled and delivered in the presence of:

Dorothy E. Pearca

State of Florida County of Duval

Benneth L. Johnst. Vice

The foregoing instrument/was acknowledged/before me this day of April, 1993, by Donald-P. Hinson, as President of HUTSON LAND GROUP, INC., on behalf of the corporation. He is personally known to me.

State of Fio

HUTSON LAND GROUP, INC.

Donald P. Hinson Its, President Vie -

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Prepared By and Return To: Clifford B. Newton, Esquire Newton, Hurst & Almand 10192 San Jose Boulevard Jacksonville, Florida 32257

> AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES ON ARGYLE UNIT 5 TO ANNEX HIGHLAND LAKES ON ARGYLE UNIT NINE

(3)

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 Highland Lakes on Argyle Unit 5, recorded in Official Records Volume 7438, at page 0808, of the current public records of Duval County, Florida, which has subsequently been amended (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:

Highland Lakes on Argyle Forest Unit Nine, according to the plat thereof recorded in Plat Book 49, pages 18, 18A, 18B and 18C, of the current public records of Duval County, Florida ("Highland Lakes on Argyle Unit Nine");

WHEREAS, Declarant is desirous of amending the Declaration to subject Highland Lakes on Argyle Forest Unit Nine to the Declaration and to provide certain revised use restrictions to apply specifically to lots in Highland Lakes on Argyle Forest Unit Nine.

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

1. That the lots in Highland Lakes on Argyle Forest Unit Nine shall be held, sold, and conveyed subject to all of the terms, easements, restrictions, covenants and conditions as set forth in the Declaration, except that, where specifically required in this Amendment, the provisions of this Amendment shall prevail.

- 2. The definition of "Property" 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 Highland Lakes on Argyle Forest Unit Nine.
- 3. Paragraph 5 of Article  $\boldsymbol{V}$  as applied to lots in Unit Nine shall read:

"Garage. 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."

4. Paragraph 8 of Article V, as applied to lots in Unit Nine shall read as follows:

"Dwelling Size. 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, with at least 1200 square feet for both stories combined."

5. Paragraph 10 of Article V, as applied to lots in Unit Nine shall read as follows:

"Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6000 square feet."

6. Paragraph 24 of Article V, as applied to lots in Unit Nine shall read as follows:

"Landscaping. 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, 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

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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 seed or sod and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double frontage 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."

- 7. Paragraph 25 of Article V, as applied to all lots subject to the Declaration, is amended to provide that, when Declarant no longer owns any lots in any phase of the subdivision or has waived, in writing, its right to appoint members of the Architectural Control Committee, the right to appoint members of the Architectural Control Committee shall automatically pass to the board of directors of the Association without the necessity of a formal assignment.
- 8. Except as specifically provided herein, the Declaration shall remain in full force and effect as previously recorded.

IN WITNESS WHEREOF, the Declarant has executed this instrument this  $\underline{\it IO}_{-}$  day of August, 1994.

Signed, sealed and delivered in the presence of:

Slinose C. Carl ( ELINORE C, COX ) New March & Duntan

DEBORAH H. DUNBAR

State of Florida County of Duval

The foregoing instrument was acknowledged before me this 10 day of August, 1994, by Donald P. Hinson, as President of HUTSON LAND GROUP, INC., on behalf of the corporation. He is personally known to me.

By:

Notary Public State SE Florida Notary Public State Se Block and de Miles Notary Public State Se of Book My contra upon Not 1370478

HUTSON LAND GROUP?

Donald P. Hinson

Its President

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# AMENDMENT TO COVENANTS AND RESTRICTIONS OF HIGHLAND LAKES HOMEOWNER'S ASSOCIATION, INC.

WHEREAS, a quorum of all voting members of the Association met and considered an Amendment to the Covenants and Restrictions; and

WHEREAS, the Amendment referenced herein was passed by a majority as outlined in the By-Laws of the Corporation;

IT IS now resolved:

The Articles of Incorporation recorded in Official Records Book 6498, page 1985, of the current public records of Duval County, Florida, are hereby amended as they relate to violation enforcement and infraction enforcement in the following fashion:

- 1. For first violations of the covenants and restrictions, the homeowner will be sent a letter explaining the problem and the time frame to solve said problem within a maximum of 30 days.
- If the violation referenced above is not corrected then the owner will be given a 2. second violation letter subsequent to the termination of the 30-day period and allowing a subsequent 30 day period. However, said letter will also include a statement that if no action is taken or a written response as to why said violation has not been resolved, then a fine of \$100.00 may be levied against the homeowner.
- 3. If a violation is still not corrected or a response letter received within the time frame given above (and the extension), the Board at its next meeting will discuss and vote to require its attorney to send a demand letter requiring compliance within 30 days. This will constitute the third 30-day period within which to cure the noncompliance.
- If the demand letter referenced herein does not cause the homeowner to cure the 4. noncompliance, then the Board will be authorized to file suit seeking injunctive relief, attorneys' fees, and such other relief as to the court may appear proper.

Dated this7	_day of	lay	, 2	2003.
		HIGHLAND ASSOCIATIO		HOMEOWNER'S
Jessica Rivet	_	Allles	Re	
Witness Signature  PESSICA RIVET Witness Printed Signature	- -	BY: Wilku It's:		
Unda Thalu	1	Doc# 26 Book: 1 Page: 1 Filed &	99	71
Witness Signature Va (	7	05/29 JIN FULL	/2003 02:12: ER IRCUIT COURT	58 PM
Witness Printed Signature  STATE OF FLORIDA, COUNTY	/ OF DUVAL	RECORDII Trust F	NG \$	5.00 1.00
Before me this day personal	lly appeared	Wilbur	Platts	<del></del> ,
personally known to me or who	has provide	ed <u>FL Driv</u>	iers Associ	ation, Inc., who is
Samme S. Jones Notary Public		類量 MY COMMISSIO	mie T. Jones N# DD172965 EXP	VIDES

December 22, 2006 BONDED THRU TROY FAIN INSURANCE, INC.