

OFFICIAL RECORDS

BYLAWS OF

COMMUNITY ASSOCIATION OF HART ESTATES, INC.

OF JACKSONVILLE

a non-profit corporation

ARTICLE I. NAME AND LOCATION

The name of the corporation is Community Association of Hart Estates, Inc. of Jacksonville. The principal office of the corporation shall be located at 3000-4 Hartley Road, Jacksonville, Florida 32257, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Community Association of Hart Estates, Inc. of Jacksonville, its successors and assigns.

Section 2. "Developer" shall mean and refer to Fixel Lands Corp., a Florida corporation, and its successors and assigns.

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easements applicable to the subdivision known as Hart Estates, Unit One and Two, according to plat thereof (the "Plat" which term will include any additional property later made subject to the Declaration pursuant to the terms thereof) recorded in Plat Book 46, pages 18 through 18-E, inclusive as to Unit One and Plat Book 46, pages 19 through 19C, inclusive as to Unit Two, of the public records of Duval County, Florida.

Section 4. "Lots" shall mean and refer to the numbered lots as shown on the Plat.

Section 5. "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a vested present fee simple title to any Lot which is a part of Hart Estates, Unit One and Two as exhibit on the Plat.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a vested present fee simple title to any Lot which is a part of Hart Estates, Unit One and Two as exhibited on the Plat.

Section 7. "Subdivision" shall mean and refer to Hart Estates, Unit One and Two as exhibited on the Plat.

Section 8. Other terms as used herein shall have the meaning as set forth and defined in the Declaration.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of Members shall be held on the first Tuesday of each December, beginning December, 1990. Annual meetings of Members shall be held at the hour and place as designated in the notice therefore. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the president or by the board of directors, or on written request of Members who are entitled to vote one-fourth of all votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the

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purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting. So long as there exists a Class B Member, no notice of annual or special meetings need be sent to any Class A Member.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of each class of the membership then entitled to vote shall constitute a quorum for authorization of any action by such class, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE IV. BOARD OF DIRECTORS-
TERM OF OFFICE; FIRST ELECTION;
REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of three (3) directors who need not be member of the Association.

Section 2. Term of Office. At each annual meeting, the Members entitled to vote shall elect three directors for a term of one year and until their respective successors shall be elected.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the Members of the Association then entitled to vote on the election of directors. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining Members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF DIRECTORS-
NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of Members. The nominating committee shall consist of a chairman who shall be a Member of the board of directors and two or more Members of the Association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the board of directors shall be by secret written ballot unless dispensed by unanimous consent of those voting. At such election the Members then entitled to vote therefor or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles of Incorporation. Persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI. BOARD OF DIRECTORS-
MEETINGS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held at such time and place as shall be determined from time to time by a majority of the board of directors. Notice of regular meetings shall be given to each director, personally, by mail, telephone or telegraph, at least three (3) days prior to the day reserved for such meeting.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or

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by any two directors, after not less than three (3) days' notice in the manner described in Section 1 of this Article, to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

ARTICLE VII. BOARD OF DIRECTORS- POWERS AND DUTIES

Section 1. Powers. The board of directors shall have power to:

- (a) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;
- (b) Declare the office of a Member of the board of directors to be vacant in the event that such Member is absent from three (3) consecutive regular meetings of the board of directors; and
- (c) Employ independent contractors and such employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the Class A Members entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (i) Fix the amount of the Annual Assessment upon the Lots as shown on Plat;
 - (ii) Give notice of each assessment to every Owner subject thereto; and
 - (iii) Foreclose the lien against any Lots for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge (not to exceed such limitations therefore as may be established from time to time by Federal National Mortgage Association (FNMA)), Veterans Administration (VA) or Department of Housing and Urban Development (HUD) for the issuance of these certificates;
- (e) Procure and maintain adequate liability insurance in the discretion of the board but, in any event, of not less than \$100,000.00 in the event of injury to one or more persons.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the landscaping in each of the medians adjoining the entrance to Hart Estates, Unit One and Two to be maintained all as provided in the Declaration.
- (h) cause the Lakes as shown on the Plat to be maintained, improved and operated as provided in the Declaration.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. The Officers. The officers of the Association shall be as provided in the Articles of Incorporation, together with such other officers as the board may from time to time by resolution create.

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Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.

(b) Vice president. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE IX. COMMITTEES

The board shall appoint a nominating committee as provided in Article V of these Bylaws. In addition, the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which shall be secured by a lien on the property against which such assessments are made. Any assessments not paid within 15 days after the same becomes due and payable shall be considered delinquent and shall bear interest as provided in the Declaration.

ARTICLE XI. BOOKS AND RECORDS INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours.

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ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference: Community Association of Hart Estates, Inc. of Jacksonville.

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31 of the year in which the Association is incorporated

ARTICLE XIV. AMENDMENTS

These Bylaws may be amended as provided in the Articles of Incorporation.

ARTICLE XV. CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

038032

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUNEDIN COUNTY FLA

APR 11 3 42 PM '90

RECORDED & VERIFIED
Elizabeth C. Rone
CLERK OF CIRCUIT COURT

OFFICIAL RECORDS

ARTICLES OF INCORPORATION OF
COMMUNITY ASSOCIATION OF HART ESTATES, INC.
OF JACKSONVILLE

FILED

APR 4 12 30 PM '90
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the "Association") is COMMUNITY ASSOCIATION OF HART ESTATES, INC. OF JACKSONVILLE.

ARTICLE II

The specific primary purposes for which the Association is formed are:

1. To provide for the maintenance of the Lake, as shown on the Plat of Hart Estates, Unit One and Two (the "Plat") recorded in Plat Book 46, pages 18 through 18-E, inclusive and pages 19 through 19-C, inclusive of the public records of Duval County, Florida as provided in Declaration of Covenants, Conditions and Restrictions and Easements for Hart Estates, Unit One and Two (the "Declaration") to be recorded in the public records of Duval County, Florida; and
2. The Association shall operate, maintain and manage the stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-031-0006AM2 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

In furtherance of such purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to Hart Estates.
- (b) Assess, levy, and collect, and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, including expenses incidental to the conduct of the business of the Association, and also including all licenses, taxes, or governmental charges levied on or imposed against the Association as well as insurance maintained by the Association. The assessments shall be used for, amongst other things, the maintenance and repair of the stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- (c) Acquire, own, maintain, convey, sell, lease, transfer, or otherwise dispose of personal property in connection with the affairs of the Association.
- (d) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.
- (e) The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a vested present fee or undivided fee interest in any Lot shown on the Plat shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

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ARTICLE IV

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE V

The name and residence address of the subscriber is:

Barry B. Ansbacher
4215 Southpoint Boulevard
Jacksonville, Florida 32216

ARTICLE VI

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. One person may hold one or more of such offices. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members.

The names of the officers who are to serve until the first election are:

President	Alan Fixel
Vice President	Michael Fixel
Treasurer	Alan Fixel
Secretary	Alan Fixel

ARTICLE VII

The number of persons constituting the first board of directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election which shall be held at the first annual meeting of the Association are:

Alan Fixel
3000-4 Hartley Road
Jacksonville, Florida 32257

Michael Fixel
3000-4 Hartley Road
Jacksonville, Florida 32257

Elizabeth Mary Fixel
3000-4 Hartley Road
Jacksonville, Florida 32257

Election of directors, except for the first board of directors of the Association, shall be held at the annual meeting of the Association. The number of directors may be increased or decreased from time to time as provided in the bylaws of the Association, but shall never be less than three nor more than nine.

ARTICLE VIII

The bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting except that the initial bylaws of the Association shall be made and adopted by the board of directors.

ARTICLE IX

Amendments to these articles of incorporation may be proposed by any member of the Association. These articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of, and present at such meeting.

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ARTICLE X

The Association shall have two classes of members as follows:

Class A Members. Class A members shall be all owners of lots (the "Lots") as shown on the Plat shall exist, and shall be entitled to one vote for each Lot owned provided, however there shall be no vote by virtue of owning a portion of a Lot but, rather, the Owner of the resulting Lot, subdivided in accordance with the provisions of the Declaration, shall be entitled to such vote. When more than one person holds an interest in any Lot, all such persons shall be members; however the vote for such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

Class B Members. The Class B member shall be the Fixel Lands Corp. ("Developer"), who, until such time as its Class B membership is terminated, shall have sole voting rights in the Association and the Class A members shall have no voting rights except for altering or amending these Articles of Incorporation or bylaws of the Association as herein provided. The Class B membership shall cease and be converted to Class A membership at the sooner of the following: (i) the Developer so elects by written notice to the Association, (ii) at the time that Developer and all entities controlled by Developer own 10% or less of the Lots including any additional lots which at such time are subject to the Declaration by amendment to the Declaration, or (iii) three years following the recording of the Declaration in the public records of Duval County, Florida.

ARTICLE XI

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which would comply with Section 40-C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XII

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reasons of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII

The registered office of the corporation shall be at 4215 Southpoint Blvd. Suite #100 National Financial Bldg. Jacksonville, FL. 32216, and the registered agent at such address shall be Barry Ansbacher.

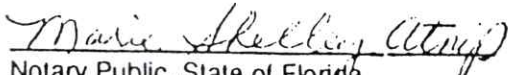
IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set out hands and seals this 2nd day of April, 1990.

 (SEAL)
Barry B. Ansbacher

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of April, 1990 by Barry B. Ansbacher.


Notary Public, State of Florida
My commission expires: 11/30/1991

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BYLAWS OF
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OF JACKSONVILLE
a non-profit corporation

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Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of each class of the membership then entitled to vote shall constitute a quorum for authorization of any action by such class, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

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(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the Annual Assessment upon the Lots as shown on Plat;

(ii) Give notice of each assessment to every Owner subject thereto; and

(iii) Foreclose the lien against any Lots for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge (not to exceed such limitations therefore as may be established from time to time by Federal National Mortgage Association [FNMA]), Veterans Administration [VA] or Department of Housing and Urban Development [HUD] for the issuance of these certificates;

(e) Procure and maintain adequate liability insurance in the discretion of the board but, in any event, of not less than \$100,000.00 in the event of injury to one or more persons.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the landscaping in each of the medians adjoining the entrance to Hart Estates, Unit One and Two to be maintained all as provided in the Declaration.

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Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; and shall sign all leases, mortgages, deeds, and other instruments.

(b) Vice president. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the Members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall keep proper books of account; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each Member, and a report on which shall be given at the regular annual meeting of Members.

ARTICLE IX. COMMITTEES

The board shall appoint a nominating committee as provided in Article V of these Bylaws. In addition, the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which shall be secured by a lien on the property against which such assessments are made. Any assessments not paid within 15 days after the same becomes due and payable shall be considered delinquent and shall bear interest as provided in the Declaration.

ARTICLE XI. BOOKS AND RECORDS INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any Member during ordinary business hours.

*More than
1 signature*

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CERTIFICATE

FILED

DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN THIS STATE

APR 4 12 30 PM '90
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

That Community Association of Hart Estates, Inc. of Jacksonville, desiring to organize under the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, in the City of Jacksonville, County of Duval, State of Florida, has named Barry B. Ansbacher, 4215 Southpoint Boulevard, Suite 100, National Financial Building, Jacksonville, Florida 32216, County of Duval, State of Florida, as its agent to accept service of process within the State of Florida.


Incorporator

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of law relating to keeping said office open.

Date: April 2, 1990


Barry B. Ansbacher, Registered Agent

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B. No Owner shall or shall permit anyone claiming by, through or under such Owner to pollute the Lake or dump garbage, refuse, or foreign objects into the Lake. No Owner may pump or remove water from or into the Lake. The Association may pump water into or remove water from the Lake as may be required by governmental order.

C. Owners and their guests may use the Lake for recreational purposes provided that such activity is in compliance with any rules established by the Association from time to time governing the use of Lake and further provided that such activity does not violate any law or rule of any governmental entity with jurisdiction over the Lake. Owners of lakefront Lots may with the prior approval of the Developer cause docks to be erected upon the Lake. No dock may be erected prior to approval of the plans for the same by the Developer. Plans for a dock shall be submitted and will be subject to the same approval process as plans for dwellings to be erected upon the Lots. No dock may be erected or permitted to remain which would violate any law or rule of any governmental entity with jurisdiction over the Lake. Motorized floatation devices of any type including but not limited to boats, canoes and jet skis are not permitted in the Lake.

2.5 Insurance. The Association shall carry and maintain insurance as may be provided or permitted in the Bylaws of the Association.

2.6 Conservation Easement Area. The Jurisdictional Wetlands Areas (the "Wetlands") as depicted on the Plats as the "Conservation Easement" is subject to a conservation restriction. The following uses of the Wetlands are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District ("SJRWMD", which term includes its successors):

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Wetlands; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Wetlands; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Wetlands; and

(e) Any use which would be detrimental to the retention of the Wetlands in their natural condition.

(f) Acts or uses detrimental to such retention of land or water areas.

The Association ("Association", which term will have the same meaning as that in the Declaration), its successors and assigns and the SJRWMD will have the right to enter upon the Wetlands at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any of the Wetlands, shall be responsible for the periodic removal of trash and other debris which may accumulate on such Wetlands.

The prohibitions and restrictions upon the Wetlands as set forth in this Section may be enforced by the SJRWMD by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Section may not be amended without prior approval from the SJRWMD.

In the event of termination, dissolution or final liquidation of the Association prior thereto, the responsibility for the operation and maintenance of the surface water management system will be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be accepted by SJRWMD.

Wetlands must be clearly delineated on all plats given to individual buyers or owners of Lots encumbered by the Wetlands.

2.7 Fence Easements. Developer reserves for itself, its successor, assigns and designees including without limitation the Association an easement upon (i) the east 15 feet and the north 15 feet of the east 20 feet of Lots 1 and 104, Hart Estates Unit Two and (ii) the east 5 feet of Lots 33 and 34, Hart Estates Unit One for the erection of a wall or fence and an access easement across said lots for the installation, repair and maintenance of a

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fence or wall thereon. Each fence or wall will be as designed and initially constructed by the Developer and which, when so constructed, will be maintained by the Association.

2.8 Stormwater Management System. The Association will be responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. The Association will be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System must be as permitted, or if modified as approved by the SJRWMD.

ARTICLE III
THE ASSOCIATION

3.1 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws.

3.2 Membership. Each and every Owner (including Developer when an Owner) of a Lot will be a member of the Association.

3.3 Classes. Membership will be divided into two classes as follows:

- (1) Class A members shall be all Owners (other than the Developer, so long as Class B membership shall exist) owning Lots.
- (2) The Class B member shall be the Developer.

Class A memberships will be appurtenant to ownership of a Lot and may not be separated from such ownership. Class B membership will not be so appurtenant, but will remain with the Developer or its assigns as herein provided regardless of the conveyance of Lots to others. The Class B membership will terminate at the sooner of such times as: (i) the Developer so elects by written notice to the Association, (ii) at the time that Developer and all entities controlled by Developer own 10% or less of the Lots including any additional lots which at such time are subject to this Declaration by amendment to this Declaration, or (iii) three years following the recording of this Declaration in the public records of Duval County, Florida.

3.4 Voting Rights. Until such time as the Class B membership is terminated, the Class B member will have sole voting rights in the Association and the Class A members will have no voting rights except for altering or amending the Articles or Bylaws, as provided in the Articles and Bylaws. After termination of the Class B membership, each Class A member will have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws.

ARTICLE IV

APPROVAL OF ALL STRUCTURES - RIGHT OF DEVELOPER
TO DESIGNATE SUBSTITUTE

4.1 All Structures To Be Approved By Developer. The Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth in this Declaration. No residence or other building, fence, wall, driveway, dock, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the residence, may be commenced, placed, erected or allowed to remain on any Lot, nor may any additions to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Developer in writing. The building plans and specifications submitted to the Developer must show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, including the location of all trees, the approximate square footage, construction schedule and other such information as the Developer may require, including plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land. The Developer will have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the Lot, and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and site location and grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed

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construction and materials to be used. In the event Developer fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thirty (30) days after receipt thereof by Developer, the approval of the Developer of such plans and specifications will not be required; however the Developer's failure to so approve or disapprove will not waive the Developer's right to approve or disapprove any amendments to any submitted plans or specifications or the Developer's right to approve or disapprove any other plans or specifications required to be submitted to the Developer. Notwithstanding anything in this Declaration to the contrary, no tree(s) standing over 6 feet in height with a diameter in excess of 4 inches measured at its widest point may be removed during construction without the prior written consent of Developer. The Developer may require changes in the location and orientation of the structures in order to save trees. No clearing of a Lot or any part thereof may be commenced unless and until the building plans and specifications (as described in this Section 4.1) have been approved by the Developer in writing.

4.2 Developer May Designate Substitute. The Developer will have the sole and exclusive right at any time to transfer and assign to such persons or entities as it shall elect any and all rights, powers, privileges, authorities and reservations given to or reserved by Developer in this Declaration. If at any time after the recording of this Declaration there is no entity or person(s) entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer by this Declaration, the same will be vested in and exercised by the Board.

ARTICLE VARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the Developer provided that any such accessory buildings do not furnish residential accommodations for an additional family.

5.2 Building Restriction Lines. No dwelling shall be located nearer than 25 feet to the front lot line, 7-1/2 feet to the side lot line or 10 feet to the rear lot line.

5.3 Minimum Floor Space. Each single-story dwelling located on a Lot must contain not less than 1600 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Lot must contain not less than 1800 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 1200 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) must be on the first floor thereof. Notwithstanding the foregoing provisions of this Section 5.3, the Developer will have the right, from time to time, to reduce any of the above-designated number of square feet by up to 10% as to any of the Lots.

5.4 Garages. Unless otherwise specifically approved by the Developer, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage or carport for not less than two (2) and not more than three (3) cars. No carport will be permitted unless otherwise specifically approved by the Developer as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. Without the prior written approval of the Developer, no garage may be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. Wherever practicable, garage entrances must be located on a side of the dwelling which does not face a street or road.

5.5 Driveways. All dwellings must have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways must be of concrete construction unless otherwise specifically approved by the Developer.

5.6 Recreation Facilities.

(a) All recreation facilities constructed or erected on a Lot, including, without limitation by specification, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively "Recreation Facilities") must be adequately walled, fenced or landscaped in a manner specifically approved by the Developer prior to the construction or erection of same.

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(b) No lighting of a Recreation Facility will, in any event, be permitted unless otherwise specifically approved by the Developer.

(c) Lighting of a Recreation Facility must, in any event be designed so as to buffer the surrounding residences as reasonably practical from such lighting.

5.7 Non-Interference With Easements. No structure, planting or other material may be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance by the Association of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within an area to be maintained by the Association. Any easement area located upon a Lot and all improvements upon an easement area shall be maintained by the Owner of the Lot whereon said easement area lies except for those easement areas the maintenance of which is the responsibility of a public authority, utility or the Association. Drainage easements located on and constituting part of a Lot shall be maintained by the Owner of such Lot (i) in accordance with the drainage plan for Hart Estates Unit One and Hart Estates Unit Two as filed by the Developer with the City of Jacksonville, Florida, (ii) so as to conform to all requirements of the St. Johns Water Management District or its successors, and (iii) so as not to interfere in any way with drainage of the Property or any portion thereof.

5.8 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television must be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the Developer.

5.9 Air Conditioning Units. No window or wall air conditioning units will be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems must be located and screened by fencing, walls, or landscaping so as not to be viewable from any street.

✓5.10 Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted only in the location approved by the Developer and must be constructed according to a size, design and material approved by the Developer. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the Developer may require that all mailboxes, paper boxes or other such receptacles previously utilized by Owners be removed and replaced by mailboxes, paper boxes and similar receptacles attached to dwellings.

✓ 5.11 Antennae and Aerials - Satellite Dishes. No antennae or aerial may be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building without the prior written approval of the Developer. No satellite dishes may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Developer.

5.12 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot except within an area which shall be adequately walled, fenced or landscaped to prevent the same from being visible at ground level from any street or adjoining Lot.

5.13 Signs. The size and design of all signs located on a Lot will be subject to the approval of the Developer. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer or by the Board and entrance or other identification sign may be installed by or with the consent of the Developer or the Board;

(b) Developer and any Speculative Builder may display signs on Lots owned by the Developer or Speculative Builder;

(c) One "For Sale" sign not more than 2 square feet (when measured on one side thereof) may be displayed on a Lot by the Owner or the agent for such Owner,

(d) A name plate and address plate in size and design approved by the Developer.

5.14 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, may be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used

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in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.

5.15 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

5.16 Sales Office of Developer. & Speculative Builders Notwithstanding anything in this Declaration to the contrary, the Developer and Speculative Builders with the consent of the Developer may construct and maintain sales offices, together with a sign or signs relating thereto, on a Lot or Lots until such time as all of the Lots owned by the Developer and by Speculative Builders are sold.

5.17 Destruction Or Damage to Subdivision Improvements. Lot owners will be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the such damage is caused by the Lot Owner or the Lot Owner's employees, agents, invitees, guests, contractors or subcontractors.

5.18 Proviso. Notwithstanding anything herein otherwise provided, Developer reserves the right (i) to use any Lot owned by it for the purpose of ingress and egress to any adjoining property owned by Developer or subsequently acquired by Developer, or which Developer deems advantageous to be joined with any of the Lots and (ii) to cause any Lot to be platted as right-of-way. Developer reserves the right to impose easements for drainage and maintenance thereof on any Lot owned by it.

ARTICLE VIUSE RESTRICTIONS AND COVENANTS

6.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by Speculative Builders of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

6.2 Further Subdivision. Developer reserves the right to re-subdivide the Lots provided, however, no residence shall be erected upon or allowed to occupy such re-subdivided Lot if the same has an area less than that which is required by the zoning ordinance for the City of Jacksonville, Florida. In the event of such re-subdivision all provisions hereof shall apply to each such re-subdivided Lot as if each re-subdivided Lot had been a Lot as shown on the Plats.

6.3 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a sightly manner. The Developer or the Board may provide repairs or maintenance upon any residence or other improvements located upon a Lot which in the opinion of the Developer or the Board require repair or maintenance in order to preserve the beauty, quality and value of the neighborhood. The Developer or the Board as the case may be may not undertake such repairs or maintenance unless and until the affected Lot Owner is provided written notice of the intent to undertake such repairs or maintenance and a minimum of 5 days to cause such repairs or maintenance to be effected. Permissible repairs and maintenance under this Section 6.3 include without limitation (i) the repair or replacement of the roof, (ii) painting, (iii) gutter downspouts, and (iv) yard cleanup and maintenance.

6.4 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon his Lot or upon the land lying between the street pavement and the front lot line of his Lot. All unimproved areas of a Lot on which a dwelling is erected must be maintained in an attractive landscaped and sightly manner. ✓

6.5 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers approved by the Developer. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the Developer or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for the Property; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

6.6 Nuisances. No Owner shall cause or permit to emanate from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be maintained on

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ence, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

6.7 **Parking of Wheeled Vehicles, Boats.** Except as below provided no wheeled vehicles of any kind, boats, or any offensive objects as determined by rules enacted by the Board, may be kept or parked on any roads in the Property or parked between the road and the residential dwelling on any Lot or parked on any Lot. They may be kept only completely inside a garage attached to the residential dwelling or within the rear or side yard of any Lot provided the same are sufficiently screened so as to be obstructed from view from the roads and any other Lot. Notwithstanding the foregoing, (i) private automobiles or trucks of the occupants of a residential dwelling constructed on a Lot and those of their guests may be parked in such driveways provided they bear no commercial signs and (ii), commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services. No travel trailers, trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the Lots.

6.8 **Garage Doors.** Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

6.9 **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 may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

6.10 **Vehicles and Repair.** No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision will not apply to any such vehicle which is kept within an enclosed garage.

ARTICLE VII**ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS**

7.1 **Creation of Lien and Personal Obligations for Assessments.** All assessments in this Article ("Assessments") together with interest and costs of collection when delinquent, will be a charge on the land and will be a continuing lien upon the Lot against which the Assessments are made, and will also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessments were levied. Except as herein otherwise provided, each Lot will share equally in all Assessments, it being the intent hereof that, except as herein otherwise provided, the Owner of each Lot will be responsible for their proportionate share of all Assessments which will be determined as follows: each Lot will be responsible for a sum equal to a fraction the numerator of which will be the total amount of any Initial, Annual or Special Assessments and the denominator of which will be the total number of Lots (including any lots which are made subject to this Declaration from time to time by supplementary declaration) but excluding Lots which are exempt from such assessment by the terms hereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Assessments established or described in this Article. No diminution or abatement of any Assessments will be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, or their officers, agents and employees, the obligation to pay such Assessments being a separate and independent covenant by each Owner hereof. Written notice of the Annual Assessment and of Special Assessments shall be sent to the Owner of every Lot by the Association.

7.2 **Initial One-Time Assessment.** Upon the conveyance of a Lot (i) from the Developer to any person(s) or entity other than to an entity affiliated with the Developer or to a Speculative Builder or (ii) upon the conveyance of a Lot by a Speculative Builder to any person(s) or entity other than another Speculative Builder or the Developer there will be due upon the closing of the sale an Initial Assessment of \$50.00 Each Lot will be subject to the Initial Assessment only once, all future conveyances of any such Lot being exempt. 50⁰⁰ X

7.3 **Annual General Assessment.** Except as otherwise provided in this Article 7, each Lot is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the Lake as provided in Section 2.4, the management and administration of the Association, the maintenance, operation and repair of the Stormwater Management System, and the furnishing of services as set forth in this Declaration. Each such Annual General Assessment will be assessed for and will cover a calendar year (except as to the initial Annual General Assessment which will cover the period from the Commencement Date as provided in Section 7.5 to the expiration of the calendar year in which such

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Date as provided in Section 7.5 to the expiration of the calendar year in which such "Commencement Date" occurs. Except as further described in this Article, the Board by majority vote will set the Annual General Assessments in an amount sufficient to meet the Association's obligations. The initial Annual General Assessment may not exceed an amount greater than \$90 per Lot, excluding all Lots exempt from such assessment by the terms hereof. Thereafter the Board will have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board will set the date or dates that assessments shall become due. Assessments will be collected annually provided, however, the Board may provide for collection of assessments in monthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full.

Notwithstanding anything herein to the contrary, upon the sale of any Lot by a speculative Builder to other than another speculative Builder and if not known, the Annual General Assessment in effect at the time of the closing of such sale (but prorated for the year in which such sale shall take place) shall be paid to the Association through the end of the calendar year in which said closing occurs and if said closing occurs after September 30th the Annual General Assessment shall be paid through the next full calendar year. In the event the Annual General Assessment is either increased or decreased after such payment is made the Board may require the payment of any difference or credit any excess payment towards future assessments.

7.4 Special Assessment. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement provided that any such assessment shall have the assent of majority of the votes cast either in person or by proxy at a regular meeting or special meeting called for that purpose of the Association.

7.5 Commencement of Annual Assessments. The Annual General Assessments provided for herein will commence on the day of conveyance (the "Commencement Date") of the first Lot to an Owner who is neither Developer nor a Speculative Builder. Except as provided in Section 7.6, the initial assessment on each Lot (but prorated as provided in Section 7.3) will be collected at the time title to such first Lot is conveyed to the Owner who is neither Developer nor a speculative builder.

7.6 Each Lot owned by the Developer or a Speculative Builder will be exempt from all assessments until such time as Developer or Speculative Builder has sold such Lot to a person, persons or entity other than to (i) an entity affiliated with the Developer or (ii) to a Speculative Builder. Developer, so long as it remains the sole Class B Member of the Association, agrees to exercise its rights as such so as to cause the Association to levy an Annual Assessment equal to no more than \$90.00 per non-exempt Lot during 1990 and no more than \$100.00 per non-exempt Lot during 1991. Developer agrees to be responsible for any Association expenses incurred in excess of the Association's income until the sooner of (i) the expiration of the Class B membership, or (ii) the expiration of the second full calendar year following the Commencement Date.

7.7 Assessments on Account of Real Property Taxes. In the event that Tax Collector assesses more than one Lot as a single parcel, the Association may but will not be obligated to pay the real property taxes for said parcel whereupon each Lot comprising said parcel will be assessed an amount equal to a sum determined by dividing the taxes assessed upon said parcel by the number of Lots comprising said parcel. Said assessment shall be paid by the Owner of each Lot to the Association no later than 7 days after evidence of payment of said taxes is sent to each effected Owner. If said assessment is not so paid the defaulting Owner shall pay interest upon the assessed amount at the then highest lawful rate until said assessment is paid. Failure to pay said assessment will deemed for enforcement purposes as a failure to pay any other assessment permitted by this Declaration.

7.8 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Interest. Any Assessments not paid within ten (10) days after the due date shall bear interest at the highest lawful rate.

(b) Lien. All Assessments against any Lot pursuant to this Declaration, together with such interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot effective upon recording a Claim of Lien against such Lot by the Association. The Association may bring an action at

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law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Owner's Obligations. Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by an Institutional Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Lot shall not affect the Assessments lien; however, the sale or transfer of any Lot pursuant to foreclosure of such Mortgage to an Institutional Mortgagee shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer.

7.9 Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Assessments, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Assessments have been paid. The Association shall be entitled to make a charge for such certificate in an amount as shall be determined by the Association provided, however the amount of such charge shall not exceed such limitations therefore as may be established from time to time by Federal National Mortgage Association (FNMA), Veteran's Administration (VA) or Department of Housing and Urban Development (HUD).

7.10 Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Initial Budget. Developer shall determine the Association budget for the fiscal year in which a Lot is first conveyed to an Owner who is not developer or a Speculative Builder to whom the rights of the Declarant have been assigned as to such Lot.

(c) Preparation and Approval of Annual Budget. Commencing with December 1 of the year in which a Lot is first conveyed to an Owner who is not Developer or a Speculative Builder to whom the rights of the Developer have been assigned as to such Lot and each year thereafter, on or before December 1, the Board shall adopt a budget for the coming year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget for any fiscal year subsequent to the first full fiscal year may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose.

(d) Reserves. The Board may build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessments as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Association, or, in the event of emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further

assessment may be levied in accordance with the provisions of Section 7.3 **OFFICIAL RECORDS**. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(e) **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

ARTICLE VIII

GENERAL PROVISIONS

8.1 **Incorporation of the Land Use Documents.** Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.2 **Release From Minor Violations.** Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants as set forth in Paragraphs 5.2, 5.3, 5.4 or 5.5 either the Developer or the Board may and each of them shall have the right at any time to release such Lot from such Paragraph or Paragraphs as are violated, provided, however, that neither the Developer or the Board shall release a violation or violations of such Paragraph or Paragraphs except as to violations that the party releasing the same shall determine to be minor.

8.3 **Disputes.** In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

8.4 **Enforcement.** The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The SJRWMD will have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

8.5 **Assignment.** The Developer shall have the right to assign any of its rights pursuant hereto as to any of the Lots sold by the Developer as such Lots shall be designated in such assignment provided specific reference is made in such assignment to this Section 8.5.

8.6 **Notices to Owners.** Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.7 **Notices to Association.** Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board or the Developer at 3000-4 Hartley Road, Jacksonville, Florida 32257, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 8.6.

→ 8.8 **Amendment.**

(a) Subject to the provisions of Section 8.9 Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of

OFFICIAL RECORDS

the SJRWMD, Federal Home Loan Mortgage Corporation, FNMA, VA, HUD or any other generally recognized institution involved in the purchase and sale of home loans, (ii) to conform to the requirements of Institutional Mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein;

(b) Subject to the provisions of Section 8.9 Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot is materially altered thereby.

(c) Subject to the provisions of Section 8.9 this Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Class A Members and the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

(d) So long as there remains a Class B Membership, the Developer may without the consent of any party, except as may be required by any governmental entity with jurisdiction over the Property or portion thereof from time to time, bring within the scheme of this Declaration any of the lands described on the attached exhibit as Additional Property. Developer will also have the right from time to time to bring within the scheme of this Declaration land in addition to the Additional Property provided that (i) such additional land is contiguous to the Property, (ii) the addition of such property will not alter the common scheme for development provided in this Declaration, and (iii) the additional properties and the owners of the same will upon their addition to the Property be subject to all assessments assessed by the Association.. Said addition of lands to the Property may be made by supplementary declaration and will be effective upon the recording of the same in the current public records of Duval County Florida..

(e) Any amendment to the Declaration which would alter the Storm Water Management System, including the water management portions of the Common Areas, must have the prior approval of the SJRWMD.

8.9 Consents. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Institutional Mortgagees. Such provisions are to be construed as covenants for the protection of the Institutional Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest of an Institutional Mortgagee shall be adopted without the prior written consent of all Institutional Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered by Mortgages to Institutional Mortgagees. Any such consent requested by Developer of such Institutional Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Institutional Mortgagees.

8.10 Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association.

8.11 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members required to constitute a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

8.12 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

8.13 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

8.14 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular

form of any noun or pronoun herein may be deemed to mean the corresponding thereof and vice versa. **OFFICIAL RECORDS**

8.15 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

8.16 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Property and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety year time or to each such ten-year extension, as the case may be, there is recorded in the Public Records of Duval County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or the ten-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Charles Z. Mihal

FIXEL LANDS CORP. INC.
a Florida corporation

By: [Signature]
Its President

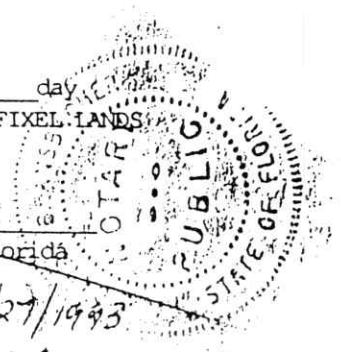
"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of March, 1990 by Alan Fixel, the President, of FIXEL LANDS CORP., Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large

My Commission Expires: 3/27/1993



JOINDER

OFFICIAL RECORDS

The undersigned, Jacksonville Federal Savings and Loan Association, a United States of America Corporation, the owner and holder of that certain mortgage dated October 2, 1989 and recorded in the public records of Duval County, Florida under Clerk's Number 102760, does hereby join in the execution of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements and does hereby agree that the lien of the above-described mortgage is now and shall hereafter be subject to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 19th day of March, 1990 in the manner and form required by law as follows:

Witnessed by:

Selena M. Arant
Sharon W. W. J. J.

Jacksonville Federal
Savings Bank f/k/a:
Jacksonville Federal
Savings and Loan
Association

By: C. L. Patterson
Its Sr. Vice President

90-0136

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of March, 1990 by C. L. Patterson, The Sr. Vice President, of JACKSONVILLE FEDERAL SAVINGS BANK, by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Sharon W. W. J. J.
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires Aug. 15, 1992

Bonded through General Ins. Und.

OFFICIAL RECORDS

JOINDER

The undersigned, the owners and holder of that certain second mortgage dated October 2, 1989 and recorded in the Official Records Volume 6774, page 1215 of the current public records of Duval County, Florida, do hereby join in the execution of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements and do hereby agree that the lien of the above-described mortgage is now and shall hereafter be subject to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgage nor from any right, remedy or privilege of the owners thereof except to the extend herein specifically set forth.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 29th day of March, 1990 in the manner and form required by law as follows:

Witnessed by:

Laurie D. Jones

[Signature]

Michelle D. Miller

[Signature]

Karen L. Adams

Joan G. Kerstine

Cheryl E. Cassano

Marie S. Atrip

Marie S. Atrip

Michelle D. Miller

[Signature]

Marie S. Atrip

Randy J. Brown

[Signature]

Randy J. Brown

[Signature]

Michael N. Schneider

Michael N. Schneider

Lewis Ansbacher

Jack Selevan

Russell Selevan by Michael N. Schneider

Russell Selevan
under Power of Attorney dated February 28, 1990
and recorded under Clerk's No. 90-038023

Bennie Margol

Bennie Margol

Oren Margol

Oren Margol

Stanley Vandorff

Stanley Vandorff

Arnold Vandorff

Arnold Vandorff

Chris ~~St~~ **OFFICIAL RECORDS**

Marie S. Atrip

Debra Schide

Shelia D. Oliver

Michelle S. Miller

Marie S. Atrip

Cheryl E. Oassard

Marie S. Atrip

STATE OF FLORIDA
COUNTY OF DUVALThe foregoing instrument was acknowledged before me this 21 day of Nov, 1990 by Michael N. Schneider.STATE OF FLORIDA
COUNTY OF DUVALThe foregoing instrument was acknowledged before me this 21 day of Nov, 1990 by Lewis Ansbacher.STATE OF FLORIDA
COUNTY OF DUVALThe foregoing instrument was acknowledged before me this 27th day of March, 1990 by Jack Selevan.STATE OF FLORIDA
COUNTY OF DUVALThe foregoing instrument was acknowledged before me this 28th day of March, 1990 by Russell Selevan, by and through Michael N. Schneider, as attorney-in-fact.STATE OF FLORIDA
COUNTY OF DUVALThe foregoing instrument was acknowledged before me this 19th day of March, 1990 by Bennie Margol.Michael J. Donziger
Michael J. DonzigerMichael A. Kersun
Michael A. KersunBeverly Block
Beverly BlockJordan Ansbacher by Michael N. Schneider
Jordan Ansbacher
Under power of attorney dated February 19, 1990
and recorded under Clerk's No. 90-038022Notary Public, State of Florida
at Large
My commission expires:NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 27, 1993Notary Public, State of Florida
at Large
My commission expires:NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAR. 27, 1993John E. Sutton
Notary Public, State of Florida
at Large
My commission expires:NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: APRIL 26, 1990
BONDED THRU NOTARY PUBLIC UNDERWRITERSMarie Shellee Atrip
Notary Public, State of Florida
at Large
My commission expires: 7/30/1991Notary Public, State of Florida
at Large
My commission expires: 3/27/1993

STATE OF FLORIDA
COUNTY OF DUVAL

OFFICIAL RECORDS

The foregoing instrument was acknowledged before me this 21st day of March, 1990 by Oren Margol.

[Signature]
Notary Public, State of Florida
at Large

My commission expires: 3/27/1993

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of March, 1990 by Stanley Vandroff.

[Signature]
Notary Public, State of Florida
at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, MAR. 22, 1993

The foregoing instrument was acknowledged before me this 2 day of March, 1990 by Arnold Vandroff.

[Signature]
Notary Public, State of Florida
at Large

My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, MAR. 22, 1993

The foregoing instrument was acknowledged before me this 28th day of March, 1990 by Michael J. Donziger.

Marie Shelley Atrop
Notary Public, State of Florida
at Large

My commission expires: 11/30/1991

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of March, 1990 by Michael A. Kersun.

Alexia D. Oliver
Notary Public, State of Florida
at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 13, 1992.
BONARD, JIMMY NOTARY PUBLIC UNDERWRITER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of March, 1990 by Beverly Block.

[Signature]
Notary Public, State of Florida
at Large

My commission expires:

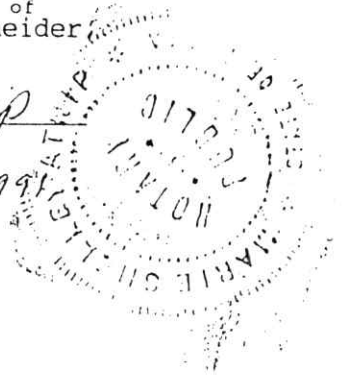
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24, 1990

OFFICIAL RECORDS

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of March, 1990 by Jordan Ansbacher, by and through Michael N. Schneider as attorney-in-fact.

Maria Shelley Atrip
Notary Public, State of Florida
at Large
My commission expires: 11/30/1991



ADDITIONAL PROPERTY

OFFICIAL RECORDS

Exhibit to Declaration of Covenants, Conditions, Restrictions and Easements for Hart Estates, Unit One and Two

A portion of Lots 3 and 4, Subdivision of the John Broward Grant, Section 38, Township 1 North, Range 26 East and Section 50, Township 1 South, Range 26 East, Duval County, Florida, according to plat recorded in the former public records of said County in Plat Book 1, Pages 7 and 8, said portion being more particularly described as follows: For a Point of Beginning commence at the most northerly corner of Lot 50, Block 1, Turtle Creek Village - Unit Three (Phase Two), as recorded in Plat Book 44, Pages 75 and 75A of the current public records of said County and run the following five (5) courses and distances along lands described in deed recorded in the Official Records of said County in Volume 3962, Page 585: 1st Course, North 05° 05' 56" East, 368.66 feet; 2nd Course, North 46° 05' 20" West, 177.64 feet; 3rd Course, North 84° 54' 04" West, 137.58 feet; 4th Course, South 05° 05' 56" West, 275.0 feet; 5th Course, North 84° 54' 04" West, 350 feet, more or less, to the centerline of Picketts Branch; run thence in a northeasterly direction along said centerline of Picketts Branch and the meanderings thereof, 840 feet, more or less, to the intersection of said centerline with the northwesterly line of said Lot 3, Subdivision of the John Broward Grant; run thence North 54° 41' 06" East along said northwesterly line of Lot 3, a distance of 2,520 feet, more or less, to its intersection with the westerly right-of-way line of Harts Road (having a 100 foot right-of-way as now established); run thence South 08° 53' 04" East along said westerly right-of-way line of Harts Road, a distance of 1,072.98 feet to an angle point in said westerly right-of-way line; run thence South 08° 59' 22" East continuing along said westerly right-of-way line, a distance of 229.60 feet to a point; run thence South 81° 00' 38" West, a distance of 110.0 feet to a point; run thence South 08° 59' 22" East, a distance of 225.0 feet to the northwest corner of Lot 1, Block 4, Turtle Creek Village - Unit Two, as recorded in Plat Book 42, Pages 71 and 71A of said current public records; run thence the following five (5) courses and distances along the northerly boundary of said Turtle Creek Village - Unit Two: 1st Course, South 81° 00' 38" West, 110.0 feet; 2nd Course, North 08° 59' 22" West, 10.0 feet; 3rd Course, South 81° 00' 38" West, 150.0 feet; 4th Course, North 50° 09' 57" West, 169.75 feet; 5th Course, North 64° 45' 00" West, 404.02 feet to the most easterly corner of Lot 10, Block 3, Turtle Creek Village - Unit Three (Phase One), as recorded in Plat Book 45, Pages 14 and 14A of said current public records; run thence the following seven (7) courses and distances along the northerly and westerly boundaries of said Turtle Creek Village - Unit Three (Phase One): 1st Course, North 64° 45' 00" West, 450.0 feet to the most northerly corner of Lot 15, Block 3, of said Turtle Creek Village - Unit Three (Phase One); 2nd Course, South 25° 15' 00" West, 300.0 feet; 3rd Course, North 64° 45' 00" West, 10.0 feet; 4th Course, South 21° 02' 12" West, 159.56 feet; 5th Course, South 04° 17' 58" East, 89.22 feet; 6th Course, South 12° 16' 00" West, 76.25 feet; 7th Course, South 31° 09' 10" West, 151.66 feet to a point on the northerly line of Lot 54, Block 1, said Turtle Creek Village - Unit Three (Phase One); run thence North 67° 20' 00" West along last mentioned northerly line and along the northerly line of Lot 51, Block 1, said Turtle Creek Village - Unit Three (Phase Two), 146.62 feet to the northwest corner thereof; run thence North 49° 23' 04" West, along the northeasterly line of previously mentioned Lot 50, Block 1, Turtle Creek Village - Unit Three (Phase Two), 90.0 feet to the Point of Beginning.

EXCEPTING from the above described land the following described parcel lying within right-of-way of Jacksonville Electric Authority Transmission Line Right-of-Way. A portion of Lot 3, Subdivision of the John Broward Grant, Section 38, Township 1 North Range 26 East, Duval County, Florida, being more particularly described as follows: For Point of Reference commence at the intersection of the northwesterly line of Lot 3, said subdivision of the John Broward Grant with the westerly right-of-way line of said Harts Road, and run South 8° 53' 04" East, along said westerly right-of-way line of Harts Road, a distance of 111.11 feet to a point for the Point of Beginning. From the Point of Beginning thus described continue South 8° 53' 04" East along said westerly right-of-way line of Harts Road, a distance of 252.58 feet to the south line of Section 38, Township 1 North, Range 26 East; run thence South 89° 10' 07" West along said South line of Section 38, a distance of 29.27 feet to a point; run thence North 0° 41' 53" West, a distance of 100 feet to a point; run thence South 89° 10' 07" West, a distance of 399.14 feet to the northwesterly line of Lot 3 said subdivision of the John Broward Grant; run thence North 54° 41' 06" East, along said northwesterly line a distance of 264.05 feet to a point; run thence North 89° 10' 07" East, a distance of 175.15 feet to the Point of Beginning of the exception.

The land thus described contains 75.92 acres, more or less, excluding the exception. Subject, however, to any portion of a 100 foot wide easement to the Jacksonville Electric Authority as described in deed recorded in the Official Records of said County in Volume 5831, Page 1142 lying within the above described lands.

FURTHER EXCEPTING Lots 18 through 73, Lots 114 through 118, Hart Estates, Unit One according to plat thereof as recorded in Plat Book 46, pages 18 through 18-E, inclusive, and Lots 104 through 113, Hart Estates, Unit Two according to plat thereof as recorded in Plat Book 46, pages 19 through 19-C, inclusive, ALL of the current public records of Duval County, Florida.

Bk: 8468
Pg: 437 - 447
Doc# 96226593
Filed & Recorded
10/25/96
04:13:48 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 51.00

Prepared by and return to:

ANSBACHER & SCHNEIDER, P.A.
Barry B. Ansbacher, Esquire
Florida Bar No. 0792901
4215 Southpoint Blvd., Ste. 100
Jacksonville, FL 32216
(904) 296-0100

THIS DECLARATION, made as of the th 25 day of October 1996 by First Coast Land Investors, Inc., a Florida Corporation (the "Developer").

STATEMENT OF FACTS:

A. The Developer is the owner of all lots within Hart Estates Unit Four according to plat thereof recorded in Plat Book 50 pages 82 through 82C, inclusive of the current public records of Duval County, Florida ("Hart Estates Unit Four") which term includes all common areas, if any, as shown on said plat) All of such Lots are referred to as the "Lots".

B. In order to develop and maintain Hart Estates Unit Four as a residential community and to preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject each of such Lots (a "Lot") and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations and easements all as set forth and provided in this Declaration.

NOW THEREFORE, for and in consideration of the above premises and for other good and valuable consideration, the Developer, for itself and its successors and assigns, hereby (i) establishes this Declaration of Covenants, Conditions Restrictions and Easements for Hart Estates Unit Four (this "Declaration"), (ii) declares that the properties as described on the Plat shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which will run with the title, and the grantee of any deed conveying any Lot will be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and easements and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and easements and (iii) imposes the easements referred to and described which will be perpetual in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

1. "Declaration" means (i) this Declaration of Covenants, Conditions, Restrictions and Easements for Hart Estates Unit Four and any amendments to this Declaration (ii) all exhibits attached to this Declaration, and any amendments to such exhibits.

2. "Lot" means one of the lots as shown and numbered on the Plat.

1

3. "Developer" means First Coast Land Investors, Inc., a Florida Corporation and its successors together with its assigns, upon a specific assignment to such assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of Duval County, Florida.

4. "Owner" means the record owner of a Lot. Owner does not include any party having an interest in a Lot merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such Lot will be the purchaser under said contract and not the fee simple title holder.

5. "Plat" means the Plat of Hart Estates Unit Four, recorded in Plat Book 50 pages 82 through 82C inclusive of the public records of Duval County, Florida.

6. "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages, (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, Federal Housing Administration, Veterans Administration, Federal National Mortgage Association and Government National Mortgage Association, Federal Home Loan Mortgage Corporation and (viii) any affiliate, subsidiary, successor or assignees of any of the foregoing, holding a mortgage on a Lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.

7. "Speculative Builder" means any persons or entities which are licensed contractors within Duval County, Florida, owning one or more Lots which are held for resale by such person or entities in the ordinary course of business.

8. "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 (i) collect, convey, store, absorb, inhibit, treat, use or reuse, water; (ii) 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 of the Florida Administrative Code.

ARTICLE II

COMMON ROADS, COMMON PROPERTY, EASEMENTS AND LIMITATIONS

2.1 The Lots. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind may be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot may be rented separately from the rental of the entire Lot. However, the Developer and Speculative Builders with the prior approval of the Developer, will have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.

2.2 Easements. The Developer reserves to itself, its successors, and assigns a ~~perpetual~~, alienable easement for ingress, egress, utilities and conveniences on, under an beneath (a) all easements reserved on the Plat for the City of Jacksonville or the Jacksonville Electric

Authority; and (b) that portion of each Lot lying within 10 feet of adjacent streets measured at a 90 degree angle from said streets.

2.3 Non-Access Easement. The Developer hereby reserves to itself and its assigns a perpetual alienable easement over the rear five feet of each Lot hereafter referred to as the "Non-Access Easement". Unless the Non-Access Easement is released by the Developer or its assigns, vehicular ingress and egress is specifically prohibited over or across the Non-Access Easement.

ARTICLE III

APPROVAL OF ALL STRUCTURES - RIGHT OF DEVELOPER TO DESIGNATE SUBSTITUTE

3.1 All Structures To Be Approved By Developer. The Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth in this Declaration. No residence or other building, fence, wall, driveway, dock, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the residence, may be commenced, placed, erected or allowed to remain on any Lot, nor may any additions to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Developer in writing. The building plans and specifications submitted to the Developer must show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, including the location of all trees, the approximate square footage, construction schedule and other such information as the Developer may require, including plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land. The Developer will have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the Lot, and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and site location and grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and materials to be used. In the event Developer fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thirty (30) days after receipt thereof by Developer, the approval of the Developer of such plans and specifications will not be required; however the Developer's failure to so approve or disapprove will not waive the Developer's right to approve or disapprove any amendments to any submitted plans or specifications or the Developer's right to approve or disapprove any other plans or specifications required to be submitted to the Developer. The Developer may require changes in the location and orientation of the structures in order to save trees. No clearing of a Lot or any part thereof may be commenced unless and until the building plans and specifications (as described in this Section 3.1) have been approved by the Developer in writing. The enumeration of certain restrictions in Article 4, is not intended as a limitation of the broad and liberal authority reserved to Developer in this Section 3.1.

3.2 Developer May Designate Substitute. The Developer will have the sole and exclusive right at any time to transfer and assign to such persons or entities as it shall elect any and all rights, powers, privileges, authorities and reservations given to or reserved by Developer in this Declaration.

ARTICLE IV

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

4.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the Developer provided that any such accessory buildings do not furnish residential accommodations for an additional family.

4.2 Building Restriction Lines. No dwelling shall be located nearer than 25 feet to the front lot line, 7.5 feet to the side lot line and 10 feet to the rear lot line. With respect to corner Lots, the determination of the Developer as to which lot lines constitute the front and rear lot lines will be conclusive.

4.3 Minimum Floor Space. Each single-story dwelling located on a Lot must contain not less than 1,600 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Lot must contain not less than 1,800 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 1,000 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) must be on the first floor thereof. Notwithstanding the foregoing provisions of this Section 4.3, the Developer will have the right, from time to time, to reduce any of the above-designated number of square feet by up to 15% as to any of the Lots.

4.4 Garages. Unless otherwise specifically approved by the Developer, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage or carport for not less than two (2) and not more than three (3) cars. No carport will be permitted unless otherwise specifically approved by the Developer as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. Without the prior written approval of the Developer, no garage may be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. Where practical, garage entrances on all lots except for corner lots should be located on a side of the dwelling which does not face a street or road.

4.5 Driveways. All dwellings must have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways must be of concrete construction unless otherwise specifically approved by the Developer.

4.6 Recreation Facilities.

(a) All recreation facilities constructed or erected on a Lot, including, without limitation, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively "Recreation Facilities") must be adequately walled, fenced or landscaped in a manner specifically approved by the Developer prior to the construction or erection of same.

(b) No lighting of a Recreation Facility will, in any event, be permitted unless otherwise specifically approved by the Developer.

4.7 Non-Interference With Easements. Drainage easements located on and constituting part of a Lot shall be maintained by the Owner of such Lot (i) so as to conform to

all requirements of the St. Johns River Water Management District, and (ii) so as not to interfere in any way with drainage of Hart Estates Unit Four or any portion thereof.

4.8 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television must be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the Developer.

4.9 Air Conditioning Units. No window or wall air conditioning units will be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems must be located and screened by fencing, walls, or landscaping so as not to be view able from any street.

4.10 Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted only in the location approved by the Developer and must be constructed according to a size, design and material approved by the Developer.

4.11 Antennae and Aerials - Satellite Dishes. No antennae or aerial may be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building without the prior written approval of the Developer. No satellite dishes may be placed on any Lot or affixed to the exterior of any building where the same would be viewable from an adjacent street or Lot, without the prior written approval of the Developer.

4.12 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, where the same would be viewable from an adjacent street or Lot.

4.13 Signs. The size and design of all signs located on a Lot will be subject to the approval of the Developer. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer and entrance or other identification sign may be installed by or with the consent of the Developer;

(b) Developer and any Speculative Builder may display signs on Lots owned by the Developer or Speculative Builder;

(c) One "For Sale" sign (measuring 2 feet or less) may be displayed on a Lot by the Owner or the agent for such Owner; and

(d) A name plate and address plate in size and design approved by the Developer.

4.14 Fences. No fences, except as may be required by law or government regulations may be erected without prior written approval of the Developer. Developer may specify the height, location and material as conditions of any approval.

4.15 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, may be placed on any Lot; provided, however, the Developer may permit, a temporary storage or out-building for materials and

supplies used in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.

4.16 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

4.17 Sales Office of Developer & Speculative Builders Notwithstanding anything in this Declaration to the contrary, the Developer and Speculative Builders with the consent of the Developer may construct and maintain sales offices and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or upon any other property within Hart Estates Unit Four until such time as all of the Lots owned by the Developer and by Speculative Builders are sold. Any signs or sales trailers permitted by the Developer must be removed and any sales offices must be converted to use as dwellings only, within 5 days after Developer demand to do so.

4.18 Destruction Or Damage to Subdivision Improvements. Lot owners will be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the such damage is caused by the Lot Owner or the Lot Owner's employees, agents, invitees, guests, contractors or subcontractors.

4.19 Sidewalks. Each Owner shall at its expense cause a sidewalks to be constructed, maintained, replaced and repaired in front of such Owner's Lots, in accordance with the requirements of Duval County. The sidewalk must be constructed within 30 days after completion of a dwelling thereon and repaired or replaced within 30 days after damaged or destroyed. This Section 4.19 does not require the construction of any sidewalks not required by Duval County. The Developer will have the right to enforce this Covenant, by (a) bringing suit for specific performance, or (b) by entering upon a Lot in violation of this Covenant, without being liable for trespass or damage, and causing such sidewalk to be constructed, by Developer's agents or contractors, in which event the Owner of the Lot will be personally liable for the costs thereof plus an additional 20% of such costs, attorneys' fees and costs, and the Lot shall be liable to a lien in favor of the Developer for such sum enforceable in the same manner as a mortgage lien.

4.20 Conversion of Lots to Other Uses. Notwithstanding anything herein otherwise provided, Developer reserves the right (i) to use any Lot owned by it for the purpose of ingress and egress to any adjoining property owned by Developer or subsequently acquired by Developer, or which Developer deems advantageous to be joined with any of the Lots and (ii) to cause any Lot to be platted as right-of-way. Developer reserves the right to impose easements for drainage and maintenance thereof on any Lot owned by it.

ARTICLE V

USE RESTRICTIONS AND COVENANTS

5.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by Speculative Builders of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

5.2 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a sightly manner. The Developer may provide repairs or maintenance upon any residence or other improvements

located upon a Lot which in the opinion of the Developer require repair or maintenance in order to preserve the beauty, quality and value of the neighborhood. The Developer may not undertake such repairs or maintenance unless and until the affected Lot Owner is provided written notice of the intent to undertake such repairs or maintenance and a minimum of 5 days to cause such repairs or maintenance to be effected. Permissible repairs and maintenance under this Section 5.2 include without limitation (i) the repair or replacement of the roof, (ii) painting, (iii) gutter downspouts, (iv) yard cleanup and maintenance, and (v) the construction, repair, maintenance or replacement of a sidewalk as required by Section 4.19. Each Owner grants the Developer, the Board, and their respective contractors, employees, and agents an easement to enter upon their Lot, to carry out the foregoing.

5.3 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon his Lot or upon the land lying between the street pavement and the front lot line of his Lot. All unimproved areas of a Lot on which a dwelling is erected must be maintained in an attractive landscaped and sightly manner.

5.4 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers approved by the Developer. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the Developer or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for Hart Estates Unit Four; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

5.5 Nuisances. No Owner shall cause or permit to emanate from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be maintained on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

5.6 Parking of Wheeled Vehicles, Boats. Except as below provided no wheeled vehicles of any kind, boats, or similar devices, may be kept or parked on any roads shown on the Plat or upon any Lot, except completely inside a garage attached to the residential dwelling. Notwithstanding the foregoing, for periods not exceeding 24 hours per week the following are permitted on the private driveway (i) private automobiles or trucks (excluding recreational vehicles, travel trailers, trailers and campers) of the occupants of a residential dwelling constructed on a Lot and those of their guests may be parked in such driveways provided they bear no commercial signs, (ii), commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services, and (iii) recreational vehicles, travel trailers, trailers and campers not connected to any water well and/or septic tank or used as a place of residence.

5.7 Garage Doors. Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

5.8 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners. The determination of the Developer as to what constitutes a household pet will be conclusive.

5.9 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of twenty-four (24) hours; however, this provision will not apply to any such vehicle which is kept within an

enclosed garage. No cars, trucks or trailers or other type of vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage.

ARTICLE VI

GENERAL PROVISIONS

6.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration. No Lot shall be conveyed without making specific reference in the deed of conveyance to this Declaration.

6.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants the Developer will have the right, by written instrument, at any time to release such Lot from such violation(s), provided, however, that the Developer determines such violations to be minor.

6.3 Disputes. In the event there is any dispute as to whether the use of any Lot or other property within Hart Estates Unit Four complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Developer, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

6.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, Speculative Builder, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The St. Johns River Water Management District will have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

6.5 Assignment. The Developer shall have the right, from time to time, to assign any or all of its rights reserved to the Developer by instrument to such effect recorded in current public records of Duval County, Florida.

6.6 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon (i) the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the owner in the tax records of Duval County Florida, or (ii) posted upon the dwelling located upon such Owner's Lot.

6.7 Amendment.

(a) Subject to the provisions of Section 6.8 Developer specifically reserves the ~~absolute and~~ unconditional right, so long as it owns any of the Lots (including any lots which are made subject to this Declaration from time to time), to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water

Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran Administration, Department of Housing and Urban Development or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of Institutional Mortgagee lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein;

(b) Subject to the provisions of Section 6.8, this Declaration may be amended by an instrument to such effect executed by the Owners of a majority of the Lots (1 vote per Lot) recorded in the current public records of Duval County, Florida provided that (1) such amendment does not materially impair any Owner's right to the use and enjoyment of such Owners' Lot; and (2) if the Developer owns any Lots, the consent of the Developer is obtained.

6.8 Consents. Any amendment to the Declaration which would alter the Storm Water Management System must have the prior approval of the St. Johns River Water Management District. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Institutional Mortgagees. Such provisions are to be construed as covenants for the protection of the Institutional Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest of an Institutional Mortgagee shall be adopted without the prior written consent of all Institutional Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered by Mortgages to Institutional Mortgagees. Any such consent requested by Developer of such Institutional Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Developer, or the Owners under this Declaration to make amendments which do not adversely affect the Institutional Mortgagees.

6.9 Legal Fees. Any and all legal fees, including but not limited to attorney's fees (through appeal if necessary) and court costs shall be assessed against and collectible from the unsuccessful party to the action and shall be a lien against such Owner's Lot in favor of the successful party.

6.10 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

6.11 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

6.12 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

6.13 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the all of Hart Estates Unit Four and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Declaration

shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety year time or to each such ten-year extension, as the case may be, there is recorded in the Public Records of Duval County, Florida, an instrument agreeing to terminate this Declaration signed by a majority of all Owners and a majority of all Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or the ten-year extension during which such instrument was recorded, as the case may be.

ARTICLE VII MERGER WITH HART ESTATES UNITS 1-3

7.1 Existing Covenants & Association. The Developer has previously caused there to be recorded certain *Covenants, Conditions, Restrictions, And Easements For Hart Estates* in Official Records Volume 6881 page 1053 of the current public records of Duval County, Florida (the "Original Declaration", which term incorporates amendments and supplements thereto recorded in the current public records of Duval County, Florida) and pursuant to the Original Declaration, formed The Community Association of Hart Estates, Inc. of Jacksonville (the "Association").

7.2 Merger. While the Developer or its successor or assigns owns any Lots, the Developer with the agreement of the Association may, by written instrument to such effect recorded in the current public records of Duval County, Florida, cause the Lots (including Lots which have been conveyed by the Developer prior to the date of the recording of such instrument) to be subject to authority of the Association and to be subject to the assessments and liens set forth in Section 7.1 of the Original Declaration, but only under the following conditions:

(a) The Owners of the Lots shall become members of the Association with the same rights and privileges as all other members;

(b) The assessments and all other charges shall be equally assessed upon Lots, and upon lots as defined in the Original Declaration;

(c) Such merger will not impair any rights of the Developer reserved in this Declaration; and

(d) None of the Lots shall be subject to assessments, including the initial one-time assessment, prior to the recordation of the instrument effecting the merger is recorded. [For example if Lot 154 was sold to a homeowner in March 1997 and the amendment effecting the merger were recorded in April 1997, then Lot 154 will not become liable for assessments until May 1997 and will never be liable for the initial one-time assessment.]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered
Corporation (Corporate Seal)
in the presence of:

First Coast Land Investors, Inc., a Florida
a Florida corporation

Georgia White
Witness Name Georgia White

By: Michael N. Schneider
Michael N. Schneider, vice-president

"DEVELOPER"

Laurie L. Jason
Witness Name Laurie L. Jason

Address: 4215 Southpoint Blvd., Suite 100
Jacksonville, FL 32216

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25 day of October 1996 by Michael N. Schneider vice-president, of First Coast Land Investors, Inc., a Florida Corporation, a Florida corporation, on behalf of the corporation. Said individual was personally known to me.

Laurie L. Jason
Printed Name: Laurie L. Jason
Notary Public, State of Florida at Large
My Commission Expires:
My Commission Number is:



OFFICIAL RECORDS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS

FOR

HART ESTATES UNIT ONE & UNIT TWO

THIS DECLARATION, made as of the 29th day of March, 1990 by FIXEL LANDS CORP., INC., a Florida corporation (the "Developer").

STATEMENT OF FACTS:

A. The Developer is the owner of (i) Lots 18 through 73, and Lots 114 through 118, Hart Estates Unit One according to plat thereof recorded in Plat Book 46, pages 18 through 18-E, inclusive of the current public records of Duval County, Florida and of (ii) Lots 1 through 17, and Lots 104 through 113, Hart Estates Unit Two according to plat thereof recorded in Plat Book 46, pages 19 through 19C, inclusive of the current public records of Duval County, Florida (collectively the "Plats"). All of such Lots are referred to as the "Lots".

B. In order to develop and maintain Hart Estates Unit One and Hart Estates Unit Two as a residential community and to preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject each of such Lots (a "Lot") and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations and easements and to delegate and assign to the Association certain powers and duties of ownership, administration, management, operation, maintenance and enforcement, all as hereinafter set forth and provided.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, hereby (i) establishes this Declaration of Covenants, Restrictions and Easements for Hart Estates Unit One and Hart Estates Unit Two (the "Declaration"), (ii) declares that the properties as described on the Plats (collectively the "Property") shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and regulations which will run with the title, and the grantee of any deed conveying any Lot will be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and regulations and (iii) imposes the easements referred to and described which will be perpetual in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

1. "Association" means the entity known as Community Association of Hart Estates, Inc. of Jacksonville, a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.
2. "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association.
3. "Articles" means the Articles of Incorporation of the Association, copy of which is attached.
4. "Bylaws" means the Bylaws of the Association, copy of which is attached.
5. "Declaration" means (i) this Declaration of Covenants, Conditions, Restrictions and Easements for Hart Estates Unit One & Unit Two and any amendments to this Declaration (ii) all exhibits attached to this Declaration, and any amendments to such exhibits.
6. "Lot" means one of the lots as shown and numbered on the Plats.
7. "Developer" means FIXEL LANDS CORP., Inc., a Florida corporation, and its successors together with its assigns, upon a specific assignment to such assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of Duval County, Florida.

THIS INSTRUMENT WAS PREPARED BY:
BARRY D. ANSBACHER
ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BLVD.
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216

RETURN TO: ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BUILDING
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216

OFFICIAL RECORDS

8. "Owner" means the record owner of a Lot. Owner does not include any party having an interest in a Lot merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such Lot will be the purchaser under said contract and not the fee simple title holder.
9. "Plats" means the (i) Plat of Hart Estates Unit One, recorded in Plat Book 46 pages 18 through 18-E, inclusive of the current public records of Duval County, Florida, and (ii) Plat of Hart Estates Unit Two, recorded in Plat Book 46 pages 19 through 19-C, inclusive of the current public records of Duval County, Florida.
10. "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages, (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, FHA, VA, FIMA and GMA and (viii) any affiliate, subsidiary, successor or assignee of any of the foregoing, holding a mortgage on a Lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.
11. "Lake" means the Lake as shown on the Plats.
12. "Speculative Builder" means any persons or entities which are licensed contractors within Duval County, Florida, owning at least two Lots, which are held for resale by such person or entities in the ordinary course of business.
13. "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 (i) collect, convey, store, absorb, inhibit, treat, use or reuse, water; (ii) 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 of the Florida Administrative Code.

ARTICLE II

LAND PLAN EASEMENTS AND LIMITATIONS

- 2.1 The Lots. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind may be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot may be rented separately from the rental of the entire Lot. However, the Developer and Speculative Builders with the prior approval of the Developer, will have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.
- 2.2 Certain Easements. The Developer hereby reserves for the use and benefit of the Association a 10 foot maintenance easement on the the Lake and that portion of each Lot which abuts the Lake as shown on the Plats (the "Maintenance Easements"). Developer further reserves for the use and benefit of the Association access easements for ingress and egress (the "Access Easements") over and across the easements as shown on the Plats which are capable of providing ingress and egress to the Lake. The Maintenance Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Lake and for the purpose of maintaining the Lake for beautification, drainage and retention of water purposes as well as maintaining the banks thereof. The Access Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Lake in order to maintain the same.
- 2.3 Non-Access Easements.
- A. There are hereby created and reserved perpetual 5' non-access easements (the "Non-Access Easements") as shown on the Plats.
- B. There shall be no means of access, ingress or egress across the 5' Non-Access Easements except as the Developer may by prior written exception permit.
- 2.4 The Lake.
- A. The Association shall maintain the Lake in compliance with all requirements of all governmental entities with jurisdiction over the Lake including, without limitation the City of Jacksonville and St. Johns River Water Management District.