

VOL 6021 PC 1752

OFFICIAL RECORDS

DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 RAYMUR VILLA UNIT ONE

THIS DECLARATION, made on the date hereinafter set forth by THE NEW MET COMPANY, a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property (hereinafter referred to as "Property") in Jacksonville, Duval County, State of Florida, which is more particularly described as follows:

All property shown on Plat of RAYMUR VILLA SUBDIVISION UNIT ONE, according to Plat thereof recorded in Plat Book 41, Pages 11, 11A, 11B, and 11C, public records of Duval County Florida.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of providing a common plan or scheme of development for RAYMUR VILLA SUBDIVISION UNIT ONE, protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the above described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RAYMUR VILLA UNIT ONE UTILITIES ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association as duly elected from time to time in accordance with the Bylaws of the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, as defined herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless and until such secured party has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 4. "Plat" shall mean the Plat of RAYMUR VILLA SUBDIVISION UNIT ONE recorded in Plat Book 41, Pages 11, 11A, 11B and 11C of the current public records of Duval County, Florida.

Section 5. "Property" or "Properties" shall mean and refer to that certain real property shown upon the recorded Plat of RAYMUR VILLA SUBDIVISION UNIT ONE, together with improvements thereon.

Section 6. "Lot" shall mean and refer to any plot of land, together with the improvements thereon, if any, shown upon the recorded plat of RAYMUR VILLA SUBDIVISION UNIT ONE, excepting dedicated roadways or streets, thereon.

Section 7. "Declarant" shall mean and refer to THE NEW MET COMPANY, a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of Development.

Section 8. "Dwelling" shall refer to any dwelling unit or living unit constructed or to be constructed on the Property, together with all additions to or replacements of such dwelling or living unit.

Section 9. "Rear Yard" shall refer to that portion of a Lot lying between the front line of the foundation of the Dwelling constructed thereon (and the extension of such front foundation line to its intersection with the side boundary lines of the Lot) and the rear lot line of said Lot.

Section 10. "Person" shall refer to any natural person or artificial legal entity, unless the context expressly requires otherwise.

ARTICLE II

EASEMENTS

Section 1. Drainage. At the time of recording this Declaration, Declarant is the owner of or has one or more options to acquire certain additional land adjacent to the Property described herein, such land being more particularly described in the Declaration of Covenants, Conditions and Restrictions of Raymur Villa Unit Two and the Additional Lands described on Exhibit "A" thereof, recorded in Official Records Volume 6008 Page 1710 of the public records of Duval County, Florida (the "Additional Land"). Declarant hereby reserves unto itself, its successors and assigns, for the use and benefit of any part or all of the Additional Land now or hereafter owned by Declarant, or any other lands in the vicinity of the Property which may hereafter be acquired by Declarant, a non-exclusive, perpetual and transferable easement for drainage over and through all drainage ditches or lines and drainage retention basins or ponds, if any, located upon the Property.

Section 2. Roadway and Utilities. Declarant reserves unto itself, its successor and assigns, and for the use and benefit of the Additional Land, a non-exclusive, perpetual and transferrable easement for installation, maintenance, repair, replacement and operation of utility lines on or under all easement areas as shown on the Plat of Raymur Villa Subdivision Unit One, together with the right of ingress and egress for the purpose of exercising the easements herein reserved. Declarant further reserves unto itself, its successors and assigns, (and for the benefit of the foregoing described property) a non-exclusive, perpetual and transferable easement over all roadways as shown on the Plat for ingress and egress.

Section 3. Water and Sewer Utilities. Pursuant to a Utility Agreement dated October 11, 1984, between Lucina Utilities, Co., a Florida corporation and Declarant recorded or to be recorded in the public records of Duval County, Florida, Lucina Utilities, Co., ("Utility Company"), or its successors or assigns, shall have the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any part of the Property to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Utility Company, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Utility Company, or its successors or assigns. Utility Company has a non-exclusive perpetual and unobstructed easement and right of way in and to, over and under the Property for the purpose of ingress, egress, installation and/or repair of water and sewage facilities to the extent provided in the aforesaid Agreement.

ARTICLE III

MAINTENANCE AND USE RESTRICTIONS

Section 1. Residential Use. Only one private Dwelling including its accessory structures, shall be erected, constructed, placed or maintained on any one of the Lots, except that more than one (1) Lot may be used for one (1) private Dwelling. Each Lot shall be used for residential, non-commercial purposes only, except that nothing herein shall prevent the leasing a Lot or Dwelling. Notwithstanding the foregoing, Declarant shall have the right to use any Lot or Dwelling as a real estate sales office so long as that Lot or Dwelling is owned by or leased to Declarant.

Section 2. Setbacks. No building shall be constructed on any Lot nearer to the front Lot line, side Lot line or rear Lot line than is permitted by the zoning ordinances in effect at the time of its construction in the City of Jacksonville, Duval County, Florida.

Section 3. Minimum Size. No Dwelling erected on a Lot shall exceed thirty-five (35) feet above grade in height. Private garages shall not contain space for more than three (3) cars. The first (1st) living floor of the main structure of any single family dwelling shall be not less than one thousand (1,000) square feet, exclusive of porches, garages and pool areas, except that the 1st living floor area may be reduced to a minimum of seven hundred (700) square feet for two-story dwellings; provided, however, the total floor area of two-story dwellings shall be not less than one thousand (1,000) square feet, exclusive of porches, garages and pool areas.

Section 4. Garage or other Accessory Structure. Other than a single family Dwelling as described in Sections 1 and 3 above, no building except a garage or accessory structures may be erected on any Lot; and no structure of a temporary nature or character shall be used as a residence. If a detached garage or accessory structure is built, either simultaneously with or subsequent to the erection of the Dwelling, the garage or accessory structure shall be of the same kind of materials as the construction of the Dwelling and shall be substantial and shall conform architecturally with the Dwelling. No garage on any Lot or attached to any Dwelling shall be converted or enclosed for use as a separate Dwelling or living unit or made a part of the main Dwelling house, or used for any purpose other than that for which it was originally constructed.

Section 5. Moving of Buildings. No building or structure shall be moved onto any Lot or parcel in the area covered by this Declaration, it being the intent of this Declaration that any and all buildings or structures on the Property shall be constructed thereon.

Section 6. Animals. 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 kept only as pets and not kept, bred or maintained for any commercial purpose. Pets shall be kept in fenced areas or on leashes when out of doors. If, in the sole opinion of a Jacksonville Humane Society official, the animal or animals become dangerous or constitute an annoyance or nuisance in the neighborhood or nearby property or become destructive of wildlife, they may not thereafter be kept on the Lot.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except that there may be one (1) sign of not more than five (5) square feet, advertising a Lot or Dwelling for sale or rent, or a sign used by a builder to advertise the Lot or Dwelling during the construction and sales period. The sign shall be removed as soon as the Lot is sold.

Section 8. Declarant's Rights. All of the rights of the Declarant, in connection with the enforcement of any portion of this Declaration shall extend to its successors and assigns.

Section 9. Mailboxes. Street mailboxes shall be of a type consistent with the character of the Property and shall be placed and maintained to complement the houses in the neighborhood. At such time as door postal service is available, Owners shall be required to have mailboxes attached to the main dwelling structure, and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

Section 10. Clothes Drying. Stationary outside clothesline and clothes hanging devices such as lines, poles or frames are not permitted unless the same are completely screened from view from the street.

Section 11. Vehicles. No unlicensed or uninsured motor vehicles of any kind shall be permitted to remain overnight on the Property unless garaged. No travel trailer, motor home or boat shall be parked on a street or public right-of-way adjacent to a Lot. No travel trailer, motor home, boat or similar vehicle shall be parked on any portion of a Lot unless: (a) it is parked on a paved driveway in such a manner that no portion of the said travel trailer, mobile home, boat or similar vehicle extends over or overhangs a sidewalk (or, if there is no sidewalk on the subject Lot, such vehicle shall not overhang the line which is the extension across the subject Lot, of the line of a sidewalk on any other Lot in the same block); or (b) such travel trailer, motor home, boat or similar vehicle is parked on a portion of the Lot completely screened from view from the street.

Section 12. Building Materials. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and no such item shall be stored on such Lot for longer than the length of time reasonably necessary for the construction and completion of the improvements in which same are to be used.

Section 13. Window Air Conditioner. No window air conditioning units shall be installed unless screened from view of neighboring Lots and streets.

Section 14. Antenna. No exterior television, radio, microwave, or other antenna or satellite dish antenna shall be installed on the exterior of any Dwelling or on any Lot unless fully enclosed or shielded from public view and the view of all neighboring Lots and streets, or unless the Declarant or the Architectural Review Committee shall have approved the location, size and design thereof and the necessity therefor.

Section 15. Above Ground Tank. No above ground fuel tanks or storage tanks of any kind shall be installed, placed or maintained on any Lot.

Section 16. Nuisance. No commercial trade or activity shall be carried on upon any Lot. No noxious or offensive activity shall be allowed upon any Lot, nor any use or practice which is the source of annoyance or nuisance to other Owners or which interferes with the peaceful possession by other Owners of their Lots.

Section 17. Temporary or Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not

however prevent the use by Declarant of a temporary construction shed during the period of actual construction of a Dwelling or other improvements upon a Lot, nor the use of portable sanitary toilet facilities for workmen during the course of such construction, nor the use by Declarant or its successors or assigns of a mobile or temporary facility upon any Lot for a sales office so long as such Lot is owned by Declarant.

Section 18. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property without the prior written consent of Declarant.

Section 19. Additional Covenants. Other than Declarant, its successors and assigns, no owner of any part of the Property shall, without prior approval of Declarant, impose any additional covenants or restrictions on any part of the Property.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property. No fence shall be erected upon any Lot in the area between the building foundation line at the front of the Dwelling (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Control Committee (as defined in Article VII hereof) as to harmony of composition, materials, design and height in relation to surrounding structures and topography; notwithstanding the foregoing, no prior approval shall be required for a wooden privacy fence, in a natural or stained wood color, not exceeding 6 feet in height, provided such fence is located in an area permitted by this Section 20. The Association and the Architectural Control Committee shall require the composition, materials, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Purpose. The Association has been formed for the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots and to enable and aid the goal of secure and safe living, and to provide storm drainage management to Raymur Villa Subdivision Unit One.

Section 2. Membership. Every Owner of a Lot that is subject to this Declaration is a member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot. No person other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession of a Lot.

Section 3. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine and as provided in the Bylaws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) when the Class B member elects that its membership shall be converted to Class A membership and so notifies the Board in writing; or
- (c) five years after the date of recording this Declaration in the public records of Duval County, Florida.

Section 4. Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owner set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration shall control anything in the Articles of Incorporation or Bylaws to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Rights and Responsibilities. Subject to the rights of the Owners set forth in this Declaration, the Association has the following rights and responsibilities:

- (a) To contract with various entities or persons to provide storm drainage facilities to the Property; to maintain, improve, repair, replace and operate drainage easements and subsurface drainage systems and drainage retention basins, lakes or ponds serving the Property; and/or any other utility facilities that the Association may determine are reasonably necessary or appropriate for the Property;
- (b) To assess and collect funds from its Members for the necessary and reasonable costs of providing the services and facilities specified in Section 1(a) above;
- (c) To carry out the duties of the Association as specified herein and to enforce the terms and conditions as specified in this Declaration;
- (d) To maintain the subdivision entrance sign serving the Property and the landscaping surrounding such entrance sign.

In fulfillment of its duties, the Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are proper or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for the legal and accounting services necessary or desirable in connection with the enforcement of this Declaration or its Articles or Bylaws.

Section 2. Property. The Association may acquire, hold and dispose of real property and tangible and intangible personal property subject to such restrictions as from time to time may be contained in the Association's Bylaws.

Section 3. Other Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, its Articles or Bylaws and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Property, the parties hereto covenant, and each Owner of any Lot by acceptance of a deed thereto whether or not so expressed in such deed is deemed to covenant and agree to pay to the Association an Annual General Assessment as defined in Section 2 of this Article, Special Assessments for Capital Improvements as defined in Section 3 of this Article and Specific Assessments as defined in Section 4 of this Article. All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection including reasonable attorneys' fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. The obligation for delinquent assessments shall not pass to any Owner's successors in title unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot. The Association shall not be liable for any assessments on Lots owned by it.

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Section 2. Annual General Assessment. The Annual General Assessment levied by the Association shall be used to provide and maintain storm drainage facilities serving the Property and for the performance of the Association's other rights and responsibilities under this Declaration. Until January 1, 1986 the Annual General Assessment will not exceed \$1.00 per year for unimproved Lots or \$5.00 per year for each improved Lot. Any Lot which is improved by construction of a Dwelling thereon and is or has been occupied as a residence as of the annual assessment date shall be considered an improved Lot for purposes of this Assessment. The maximum annual assessment may be increased only upon the approval by two-thirds (2/3) of the Members who are present in person or by proxy and voting at a meeting of the Association duly convened for such purpose.

Section 3. Special Assessment for Capital Improvements. In addition to the Annual General Assessment, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of

defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, maintenance or replacement by the Association of any drainage facilities described in Article V Section 1(a), including related fixtures and personal property, or any other property which the Association shall have the responsibility to maintain. Any such assessment must be approved by two-thirds (2/3) of the Members who are present in person or by proxy and voting at a meeting duly convened for such purpose.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family or household members, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 5. Uniformity of Assessments. The Annual General Assessment and Special Assessments for Capital Improvements shall be uniform as to each unimproved Lot and as to each improved Lot.

Section 6. Lien for Assessments. The lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage upon that Lot unless notice of such lien is filed in the public records of Duval County, Florida prior to the recording of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon his Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed against the remaining Lots as a common expense.

Section 7. Remedies of the Association. Any assessments not paid within thirty (30) days after the due date thereof shall bear interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the services provided by the Association or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 8. Foreclosure. The lien of sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by

deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 9. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 10. Commencement of Annual General Assessment. The Annual General Assessment commences as to all Lots in the Property on the first day of the month following the recording of the first transfer of title by Declarant of any Lot herein to an Owner other than Declarant. The first Annual General Assessment against any Lot shall be prorated according to the number of months then remaining in the calendar year. The Annual General Assessment shall be assessed by the Association against each Lot on the first day of each fiscal year of the Association. The Annual General Assessment shall be payable in such installments as may be determined by the Board.

Section 11. Declarant's Obligation for Assessments. Notwithstanding the foregoing requirements of uniformity or any other provision of this Declaration or of the Association's Articles or Bylaws to the contrary, the Declarant shall not be liable for the Annual General Assessment against any Lot in which the Declarant owns any interest and is offered for sale by the Declarant provided however, that the Declarant shall fund any difference between actual revenues collected from other Lot Owners and the actual operating expenses of the Association. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income shall be assessed at the same amount from time to time established for similar Lots prorated as of and commencing with the month following the execution of the rental agreement.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board shall appoint as a standing committee an Architectural Control Committee (the "Committee") composed of three (3) or more persons appointed by the Board or, in the Board's discretion, the Board from time to time may itself constitute the Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

Section 2. Approval Rights. The Committee, its legal representatives, successors and assigns shall have the exclusive right to approve the site plan, architectural plans, specifications and materials for all buildings, structures, grading, landscaping, and other improvements hereafter to be constructed on any Lot, including but not limited to buildings, fences (if required by Article III, Section 20), walls, patios, verandas, utility buildings and driveways, regardless of their size or purpose or attachment to any existing residential building. No building, structure, grading, landscaping, fence (if approval is required by Article III, Section 20) or other improvement may be erected, placed, performed or remain on any Lot unless and until a set of building plans as defined below and such other information with respect thereto as the Committee may require, is submitted to and approved in writing by the Committee.

Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

(a) An Owner or other party who desires to place or construct a building, structure, fence, landscaping or other improvement on a Lot or do any grading thereon shall submit two (2) complete sets of building plans, as described below, to the Committee.

(b) The building plans must include (i) specifications showing the nature, type, shape, height, size, floor plans and exterior color scheme of the proposed development, (ii) drawings describing the location and orientation of the proposed development on the Lot, its approximate square footage, and its front, side and rear elevations, (iii) a list of construction materials for the proposed development, and (iv) plans for any grading and landscaping, (v) the proposed parking layout, (vi) plans for handling trash and garbage; and (vii) a construction schedule for the proposed development. The Committee may require the submission of any other information that the Committee, in its sole discretion, deems necessary to the formation of an informed judgment of the proposed project.

(c) The Committee shall have the absolute right to refuse to approve any building, fencing, grading or landscaping plans or proposed improvement on any ground or grounds (including purely aesthetic considerations) which the Committee shall, in its sole discretion, deem to be sufficient.

(d) The Committee shall have ten (10) working days after the date on which all plans, specifications and other required information are submitted to approve or disapprove a proposed development, and failure by the Committee to send or personally deliver written notice of approval or disapproval within this time period shall be deemed an approval of the proposed development.

(e) In the event that a development is approved, construction shall start promptly upon the receipt of a written notice of approval and shall be prosecuted to completion with diligence and in strict conformity with the plans and specifications upon which such approval is based.

(f) In the event that a development is disapproved, the written notice of disapproval shall state, with reasonable detail, the reason(s) for disapproval. If, in the sole opinion of the Committee, any defects in the plans and specifications of the proposed project can be satisfactorily cured, the written notice of disapproval shall also contain the Committee's recommendations for remedying the same.

(g) An Owner whose development has been disapproved shall have the right to appeal the decision of the Architectural Control Committee to the Association in the following manner: upon receipt of a notification of disapproval, the aggrieved owner shall furnish to the Members of the Association a copy of all materials submitted to the Committee as required by this Article. If the Owner is able to secure the approval of Owners of 51% of the Lots for the proposed development, the Owner shall submit the evidence of such approval to the Committee, who shall then provide to the Owner the written notice of approval of the development as provided in this paragraph. All approvals secured from the Association Members as provided in this paragraph shall be in writing, executed by the Owner giving

his or her approval, whose signature shall be acknowledged before a Notary Public. No meeting of the Association shall be required for consideration of an appeal of a decision by the Architectural Control Committee as set forth in this paragraph.

(h) The Association or the Developer shall be entitled by appropriate action to stop any construction of, or change or alteration in, any building, structure, landscaping or other improvement that is begun without first acquiring approval in accordance with the foregoing provisions, and shall be entitled to require that the premises be restored to its original condition at the expense of the Owner of the Lot and the person undertaking such construction, change or alteration, or either of them.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or pursuant to the provisions of this Declaration. The party enforcing the same additionally has the right to recover against the party violating this Declaration all costs and expenses incurred, including reasonable attorneys' fees, including those for trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Lot, as provided in Article VI, Section 3. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time.

Section 2. Amendment. The provisions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for a period of twenty years from the date this Declaration is recorded in the public records of Duval County, Florida, after which time they shall automatically be extended for successive periods of ten (10) years; provided, however, that in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after twenty years from the date of recording, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the Members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions. In all events, this Declaration may be amended by an instrument executed by the Association and signed by not less than seventy-five percent (75%) of all Owners with the formalities from time to time required of a deed. No amendment shall be effective until recorded.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership of the Association, said action shall be taken at a meeting duly convened for such purpose, and written notice of such meeting must be given to all members in accordance with the provisions of the Association's Bylaws setting forth its purpose. At such meeting, the presence of members or proxies entitled to cast at least fifty percent (50%) of the votes of each class of membership constitutes a quorum. If the required

quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to those members present at the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4. Severability. Invalidation of any particular provision of this Declaration by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

Section 5. FHA/VA Approval. So long as any of the Lots are encumbered by mortgages owned, held, guaranteed or insured by the Federal Housing Administration or the Veterans Administration, and so long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, and amendments of this Declaration, except as provided in Section 6 hereof.

Section 6. Special Amendment. As long as there is a Class B membership, Declarant, without the consent of any Owner, the Association or any Mortgagee, hereby reserves and is granted the right and power to make and to record in the public records of Duval County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity or any institutional lender to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to correct a clerical or scrivener's error or omission in the Declaration. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 27th day of SEPTEMBER, 1985.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
[Signature]

THE NEW MET COMPANY,
a Florida corporation

By: Robert K. Brown
Its Vice President

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 27th day of September, 1985 by Robert K. Brown as Vice President of THE NEW MET COMPANY, a Florida corporation, on its behalf.

35 201 1 P3: 15

85- 91245

[Signature]
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1989
BONDED THRU HUCKLEBERRY