

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RAYMUR VILLA SUBDIVISION, UNIT THREE

REC. 6412 PG 866
OFFICIAL RECORDS

THIS DECLARATION, made on the date hereinafter set forth by
CENTEX HOMES CORPORATION, a Nevada 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 lots shown on Plat of R A Y M U R V I L L A S U B D I V I S I O N, UNIT
THREE according to Plat thereof recorded in Plat Book 43, Pages
44 and 44A, 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 protecting the value and desirability of, and
which shall run with, the real property and be binding on all parties
having any right, title or interest in the described Property or any
part thereof, their heirs, successors and assigns, and shall inure to
the benefit of each owner thereof.

A D D I T I O N A L L A N D

The Declarant may (but has no obligation to, and shall not be
required to) annex additional land (hereinafter referred to as
"Additional Land"), without the consent of any Owner, or mortgagee of
any Owner (unless required by Federal Housing Administration, the
Veterans Administration, or the Federal National Mortgage Association),
at any time within five (5) years of the date of this Declaration.
Additional Land or portions thereof may be annexed by one or more
Supplemental Declarations of Annexation from time to time, in
accordance with the provisions of Article IX hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RAYMUR VILLA
SUBDIVISION, UNIT THREE OWNERS 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 below, 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 THREE recorded in Plat Book 43, Pages 44
AND 44A of the current public records of Duval County, Florida.

Section 5. "Property" or "Properties" shall mean and refer to
that certain real property hereinbefore described, together with
improvements thereon, and such additions thereto as may hereafter be
brought within the jurisdiction of the Association by annexation, as
provided in Article IX.

Section 6. "Lot" shall mean and refer to any plot of land, together with the improvements thereon, if any, shown upon the recorded plat excepting dedicated roadways or streets, thereon, and shall include all lots as shown on a recorded or preliminary plat of any property brought within the jurisdiction of the Association by annexation, as provided in Article IX.

Section 7. "Common Area" shall mean all real property if any and improvements thereon hereafter owned by the Association for the common use and enjoyment of the Owners. At the time of recording of this Declaration, there are no Common Areas. Any provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association relating to the Common Areas will become effective only if this Declaration is amended to add Common Areas or if the Association should acquire Common Areas.

Section 8. "Declarant" shall mean refer to Centex Homes Corporation, a Nevada 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 9. "Dwelling Unit" 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 whether free standing, connected to another dwelling unit by a common party wall, or within a single building containing more than one dwelling unit.

Section 10. "Rear Yard" shall refer to that portion of a lot lying between the line of the rear foundation of the Dwelling Unit constructed thereon (and the extension of such rear foundation line to its intersection with the side boundary lines of the lot) and the rear lot line of said Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. In the event this Declaration is amended to add Common Areas, then every Owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding the foregoing, in no event may the Association deny an Owner the use of any entrance areas or private roads so as to prohibit ingress and egress to his Lot.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or to grant permits, licenses or easements therein or thereover, to any public agency, authority or public or private utility for roads or utility services or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded in the public records of Duval County, Florida.

(c) The easements and rights described in Sections 4, 5, and 6 of this Article II.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or "agreement for deed" purchasers who reside on the Property.

Section 3. Utility Easement and Maintenance:

(a) Declarant hereby reserves, unto itself, its successors and assigns, a perpetual, transferrable and releasable easement, privilege and right to install, erect, maintain, repair, replace and operate utility lines and facilities (including without limitation, electric, telephone, water, sewerage and drainage lines, cables and conduits; water mains; drainage lines and ditches; sewer lines and force mains; and any other equipment for providing water, sewage, disposal, electrical, telephone, gas, heating, cable television or other communications or utility services) in, over and under all of the following described property (except any portion thereof upon which Declarant has erected any portion of a Dwelling Unit or other improvements):

- (i) All easements shown on the Plat (whether such easements are shown thereon to be for utility, drainage or other purposes);
- (ii) the rear seven and one-half (7-1/2) feet of each Lot;
- (iii) an area five (5) feet in width lying immediately adjacent to and along each interior side lot line of each Lot;
- (iv) all retention ponds, including side slopes and the area lying within ten (10) feet beyond the top of bank.

together with the right of ingress and egress for the purpose of exercising the easements herein reserved. The Declarant shall have the unrestricted right and power to alienate, transfer and release privileges, easements and rights referred to in this paragraph and to grant additional non-exclusive easements to utility companies serving the Property to install, operate, maintain, repair and replace utility lines and equipment in the above-described easement area. The Owners of each Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities place on, over or under the property which is subject to said privileges, rights, and easements. All such easements, including those designated on the plat are and shall remain private easements and the sole exclusive property of the developer and its successors and assigns. In the event any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former five foot side line easement, as well as the five foot easement as well as the five foot restriction line, will be deemed to follow on each side of the new lots thus created.

(b) Each utility company providing service to any Dwelling Unit on the Property, its successors, assigns, agents and employees, shall have a perpetual and unobstructed easement and right of entry upon each Lot to the extent necessary or convenient to permit the installation, maintenance, replacement, removal, repair, servicing and reading of utility meters on any Lot. No owner, occupant or tenant of any Dwelling Unit shall erect any fence or any locked gate which inhibits such access.

(c) All utility lines serving one Dwelling Unit only, shall be maintained by the Owner or Owners of the Dwelling Units served thereby from the Dwelling Units served to the point where such lines connect to the main line. All other utility lines, including drainage lines, drainage ditches and drainage retention ponds, lakes or basins, and all associated drainage structures serving or providing drainage of the Property, shall be maintained by the Association.

(d) Developer hereby reserves unto itself, its successors and assigns, for the use and benefit of the Additional Land, and any other property owned by Declarant, whether or not the same shall become subject to this Declaration, a non-exclusive, perpetual and transferrable easement for drainage over and through all drainage ditches, lines, and retention areas, if any, upon the Property.

Section 4. Sewage Disposal. Each owner of a building plot, at his expense, shall connect his sewage disposal lines to the sewage collection provided to serve that owner's building plot so as to comply with the requirements of JACKSONVILLE SUBURBAN UTILITIES CO. sewage collection and disposal service. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any lands without the approval of JACKSONVILLE SUBURBAN UTILITIES CO. and any appropriate regulatory agencies and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

Section 5. Additional Easements.

(a) Additional easements may be reserved or granted by Declarant with respect to any Lot at any time prior to the time that Lot is conveyed to an Owner other than Declarant.

(b) Declarant hereby reserves unto itself, its successors and assigns a perpetual, non-exclusive and transferable easement over the roadway areas as shown on the Plat for ingress and egress and for the purpose of installing utility lines, cables and equipment for serving any other property now or hereafter owned by Declarant, whether or not this Declaration is amended to add such property to the lands encumbered by this Declaration.

ARTICLE III FORMATION OF ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Formation of Association. Prior to the sale or transfer by Declarant of the last Lot encumbered by this Declaration to be owned by Declarant, Declarant shall create a Florida Corporation, not for profit, for the purpose of carrying out the responsibilities and exercising the rights set forth in this Declaration to be exercised by the Association. Upon the creation of such Association, Declarant, its successors or assigns, shall make and record in the public records of Duval County, Florida, a Special Amendment to this Declaration, attaching as an Exhibit thereto a copy of the Articles of Incorporation of the Association, as filed with the Secretary of State of Florida. Such Special Amendment may be made by Declarant, its successors or assigns, without the consent or joinder of any other Owner or the holder of any Mortgage upon any Lot or any interest in the Property. Upon the creation of the Association and the recording of such Special Amendment every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to any may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Membership and Voting Rights. The Association shall have one class of voting members. All Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person hold 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.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property including but not limited to the following:

- (a) for the improvements and maintenance of the Common Area, if any;
- (b) for the maintenance, improvement and operation of drainage easements, surface and subsurface drainage systems and drainage retention basins, lakes or ponds serving the Property;
- (c) to maintain in good condition and repair any entrance signs and any landscaping serving any entranceway to the Property described herein, and to maintain any Median areas or other landscaped areas which are within the streets as shown on the plat.
- (d) to do anything necessary and desirable, in the judgement of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgement of the Association, may be a benefit to the Owners of the Property.

Section 3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty and no/100 dollars (\$60.00) per year for each Lot. The entire annual assessment shall be paid in advance in one payment.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above 5 percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (d) The Board may fix the annual assessment at an amount not in excess of the maximum.
- (e) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only to meet bonafide expenses of the Association not anticipated to be incurred on a regular or annual basis, or to cover the cost and expense of maintenance and repairs or replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make, or for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

The Declarant's assessment, whether a partial or full assessment, together with interest costs and attorney's fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvements, other than those erected by the Declarant shall be commenced, erected, altered, modified or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made or commenced, including without limitation, changing the exterior color thereof; not shall there be any change or alteration of the landscaping, including without limitation changes to sodded or natural areas, removal of trees, planting hedges or other shrubbery, or planting of gardens, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing (as harmony of external design and location in relation to surrounding structures and topography) by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, or by Declarant if prior to formation of the Association, (hereinafter referred to as the "Committees"). In the event said Board, or its designated Committee fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration:

Section 1. Use of Lots. Each lot shall be used for a single household and for residential, non-commercial purposes only, except as provided herein. Nothing herein shall be construed to prohibit leasing of the Lots or the improvement thereon, provided that such leases are in compliance with Section 5 hereof. Notwithstanding the foregoing, Declarant shall have the right to use any Lot or Dwelling Unit as a real estate sales office so long as that Lot or Dwelling Unit is owned by or leased to Declarant.

Section 2. Insurance. No use shall be made of any Lot or of the Common Area, if any, which will increase the rate of insurance upon the Property or any Lot, without prior consent of the Association or the Owner of any affected Lot. No Owner shall permit anything to be done or kept on his Lot or on the Common Area which will result in cancellation of insurance on any Lot or any part of the Common Area, or which will be in violation of any law. No waste shall be committed in the Common Area, if any.

Section 3. Nuisances. No noxious or offensive activity shall be allowed upon the Property, or upon any Lot, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Property or any Lot by Owners or the Association. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist on the Property or any Lot.

Section 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the formation of the Association shall be due on the first day of each month thereafter. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed five dollars (\$5.00) shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. 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 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 time 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 10. Exempt Property. All Property dedicated to, and accepted by, a local public authority or utility company, and model units or sales offices shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 11. Declarant assessment. The Declarant shall pay each month to the Association, an amount equal to twenty-five percent (25%) of the annual assessment due and payable for the applicable month for each lot upon which the improvements have been completed, which Developer owns, and which is not used as a residence. At such time as the Lot is occupied, the Owner thereof, whether or not the Owner is Declarant, shall be liable for the full monthly prorated payments of the annual assessment. Once the Lot has been occupied for residential use it shall always be subject to the payment of the full assessment, whether occupied or unoccupied.

Section 5. Leasing. All leases of the Lots or improvements thereon must be for a minimum of six (6) month and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Owner. This section shall not apply to lease by an Owner to the Declarant of premises for use as a real estate sales office.

Section 6. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are located wholly within the rear yard and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, yards, platforms, and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Declarant, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of improvements thereon.

Section 7. Temporary, Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or 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 Units upon Lots, hereunder, nor the use of adjacent sanitary toilet facilities for workmen during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by Declarant.

Section 8. Window Air Conditioner. No window air conditioner unit shall be installed in any building upon any Lot without the prior written consent of Declarant, the Board, or the Committee.

Section 9. Antennas. No radio or television aerial antenna or satellite dish antennas or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot, or on any portion of any Lot not occupied by a building or other structure, unless and until Declarant, the Board or the Committee shall have approved of the location, size and design thereof and the necessity therefor.

Section 10. Mail Boxes. There shall be no mail boxes or newspaper boxes unless approval therefor is given by Declarant, the Board or the Committee, which shall also require approval as to the initial and approval as to continued location, size and design.

Section 11. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or street. which shall also require approval as to the initial and approval as to continued location, size and design.

Section 12. Parking, Storage, Repairs. Except for passenger cars and pickup trucks for personal use, no vehicles (including trailers, motor homes, mobile homes), nor any junk, abandoned, disabled or inoperable vehicles, including passenger cars and pickup trucks for personal use, nor any similar property shall be kept on any street or driveway or stored on any Lot except within a garage, or fully fenced rear yard. No repairing or overhauling of any vehicles is allowed on any part of the Property of a Lot. No vehicle shall be parked in any portion of a Lot which is not paved as a driveway or parking area. Notwithstanding the foregoing, Declarant shall have the right to maintain temporary additional parking upon any Lot owned or leased by Declarant and used as a real estate sales office.

Section 13. Condition of Lots. Each owner shall maintain the entire Lot (and the improvements thereon) in a neat and clean condition at all times. no trash, garbage, rubbish, debris or refuse or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on any Lot or street.

Section 14. Drying. Outdoor of wash must be done in areas that are completely screened from view from any adjacent Lot or any street.

Section 15. Animals: No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot or other portion of the Properties. There shall be allowed no more than two domesticated dogs, cats or other household pets for each Unit provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free. If, in the sole discretion of Declarant or the Board, any of said pets become dangerous or any annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or property, they must not thereafter be kept on the Property.

Section 16. 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 the Declarant.

Section 17. Garbage Collection. Each Owner shall contract with a garbage collection company or agency to remove garbage, trash and rubbish from such Owner's Lot.

Section 18. Additional Covenants and Restrictions. Other than Declarant, no owner of any part of the Property shall, without the prior written approval of Declarant, impose any additional covenants and restrictions on any part of the Property.

Section 19. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board; provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of each class of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property. No fence shall be erected any Lot in the area between the building foundation line at the front of the Dwelling Unit (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 Unit. 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 Committee (as defined in Article V hereof) as the harmony of composition, materials, design, and height in relation to surrounding structures and topography. The Association and the Architectural 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. All fences shall comply with the requirements of Article II, Section 5 hereof. 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.

Section 21. Window Coverings. All window coverings shall have white or off-white backing or lining so as to give a uniform appearance to the facade of the Dwelling Units.

Section 22. Exterior Appearance. In order to preserve the architectural consistency and the uniform appearance of the improvements constructed upon the Property, no alteration or changes shall be made to the exterior of any Dwelling Unit or improvements constructed upon the Property (including changes in color or painting of exterior surfaces, installation of exterior lighting or hardware of a different type of appearance from that originally constructed, installed or applied by Declarant) without prior written consent from the Board or the Architectural Committee as required by Article V hereof.

Section 23. Garages. No garage on any Lot shall be enclosed or converted for use as part of the living area of a Dwelling Unit, or used for any purpose other than that for which it was originally constructed.

ARTICLE VII

EXTERIOR MAINTENANCE AND LANDSCAPING

Section 1. Building Maintenance.

Each Owner shall maintain in good order and repair the exterior of the building located upon such Owner's Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, then the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be due and payable immediately, shall be added to and become part of the assessment to which such Lot is subject, and shall be secured by the lien for assessments.

Section 2. Easement for Building Maintenance.

The Owner of each Lot (the "Servient Lot") by acceptance of his deed, grants to each adjacent Owner, his agents and employees the right of ingress and egress over the Servient Lot for the purpose of maintaining and repairing the adjacent Owner's Lot as required herein. Any such entry except in the case of an emergency shall be during reasonable hours and done so as to minimize any disturbance of the Servient Lot Owner's use of his property and upon completion of the maintenance, the Servient Lot shall be restored to its condition prior to entry. In addition, the Association and its authorized agents are hereby granted an easement of ingress and egress over each and every Lot for the maintenance and repair required by the Declarant, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

Section 3. Landscaping & Weed Control.

Each Lot, including the portion of the Lot between the street pavement and the right of way line shall be landscaped and maintained. No gravel, rocks, artificial turf or similar material shall be permitted as substitute for a grass lawn. No fences shall be permitted on the portion of the Lot between the Dwelling Unit and the adjacent public street. The composition, location and height of any fence to be constructed on any other portion of the Lot shall be subject to the approval of the Association. To the extent permitted by the City of Jacksonville, the Association shall maintain the landscaping upon any median areas within the streets as shown on the Plat. The provisions of this paragraph shall not apply to a Lot owned by or leased to Declarant for use as a real estate sales office, so long as the Lot and improvements thereon are used for that purpose.

Each building plot, whether such plot be or unimproved, shall free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall be kept at all times in a neat and attractive condition. In the event the owner of and building plot fails to comply, the Association or Declarant shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth, and weeds and rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgement to maintain the property in a neat and attractive condition all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Association as described in Section 1 above.

ARTICLE VIII

RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of a mortgage holder, lender, insurer, or guarantor of a mortgage on the Property or any Lot or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Veteran's Administration or the Federal Housing Administration, or any agent of any of the aforesaid having an interest in or mortgage upon a Lot (hereinafter jointly and severally referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE IX

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. For a period up to five years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so), from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration additional land.

Section 2. Members Annexation. In addition to the manner of annexation permitted by Section 1, above, the Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds (2/3) of the Lots within the Property.

Section 3. Supplemental Declarations. Any such additions authorized in Section 1 or 2 above may be made by filing of record of one or more Supplemental Declarations with respect to the annexed property. A Supplemental Declaration shall contain a statement that the real property that is the subject of the Supplemental Declaration constitutes additional property which is to become a part of the Property subject to this Declaration.

Section 5. Special Amendment. As long as there is a Class B membership, or so long as Declarant is entitled to annex 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 perform (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to cure any ambiguity or inconsistency. 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 expence 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 undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of OCTOBER, 1987.

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

CENTEX HOMES CORPORATION
a Nevada Corporation

Robert K. Brown
Richard Combs

By Robert K. Brown
Its Division President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of OCTOBER, 1987 by Robert K. Brown the Division President of Centex Homes Corporation, a Nevada corporation, on behalf of the corporation.

Robert K. Brown
Notary Public, State of
Florida at Large
My commission Expires: 2-10-88

87 OCT 15 P2:15
87-121832
RECORDED IN PUBLIC
DUVAL COUNTY, FLA.
J. S. [Signature]
CLERK OF CIRCUIT COURT