

65

5 MIN. RETURN

Book: 2370
Page: 1396
Rec: 05/12/2004
10:44 AM
File# 200439032
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$294.00

**DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
AUTUMN GLEN**

THIS DECLARATION is made this 2nd day of April, 2004 by D.R. Horton, Inc. - Jacksonville, a Delaware corporation, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by **AUTUMN GLEN TOWNHOME OWNERS ASSOCIATION, INC.** a Florida corporation not for profit ("Association").

WITNESSETH:

WHEREAS, Declarant is the owner of Autumn Glen (as that term is hereinafter defined); and

WHEREAS, Autumn Glen is located in Clay County, Florida, and is legally described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant is developing Autumn Glen as a planned, multi-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on **Exhibit "A"** attached hereto and shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Autumn Glen by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Autumn Glen Townhome Owners Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation,

65

5 MIN. RETURN

Book: 2370
Page: 1396
Rec: 05/12/2004
10:44 AM
File# 200439032
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$294.00

**DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
AUTUMN GLEN**

THIS DECLARATION is made this 2nd day of April, 2004 by D.R. Horton, Inc. - Jacksonville, a Delaware corporation, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by **AUTUMN GLEN TOWNHOME OWNERS ASSOCIATION, INC.** a Florida corporation not for profit ("Association").

WITNESSETH:

WHEREAS, Declarant is the owner of Autumn Glen (as that term is hereinafter defined); and

WHEREAS, Autumn Glen is located in Clay County, Florida, and is legally described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant is developing Autumn Glen as a planned, multi-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on **Exhibit "A"** attached hereto and shall be herein referred to as "Committed Property"; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Autumn Glen by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Autumn Glen Townhome Owners Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation,

administration, maintenance and repair of portions of Autumn Glen, including the collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined), all as more particularly set forth herein;

NOW, THEREFORE, Declarant declares that the Committed Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof.

ARTICLE I

Definitions

The following words and phrases when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Access Area" shall mean and refer to that portion of each Improved Lot which surrounds the exterior of the Dwelling Unit.
- (b) "Adjacent Lot" shall mean and refer to that Lot or Lots immediately to either side of a Townhouse Lot.
- (c) "Architectural Review Committee" or "Committee" shall mean and refer to a committee appointed by Declarant pursuant to Article XI, Section 3, herein. Applicants are required to obtain approval from the Master Association's Board of Architectural Review. In the event of any conflict between the architectural controls contained within this Declaration and the architectural controls contained within the Master Declaration, the terms and provisions of the Master Declaration shall control in all respects.
- (d) "Articles" shall mean and refer to the Articles of Incorporation of Autumn Glen Townhome Owners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "B,"** as may be amended from time to time.
- (e) "Association" shall mean and refer to the Autumn Glen Townhome Owners Association, Inc., a Florida corporation not for profit, its successors or assigns, which has its principal place of business in Clay County, Florida. The Association is NOT a condominium association.
- (f) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(g) "Building" shall mean and refer to a building in Autumn Glen containing two or more attached Dwelling Units sharing party walls and a common roof.

(h) "Buffer Zones" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and the Plat as Buffer Zones around the Conservation Easements (as defined below). All Buffer Zones, whether located on Lots or Common Area, shall be maintained by the Association, with such maintenance constituting a portion of the Common expenses.

(i) "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "C,"** as may be amended from time to time.

(j) "Committed Property" shall mean and refer to the property described in **Exhibit "A"** attached hereto and made a part hereof or any additional property hereafter made subject to this Declaration by the Declarant in accordance with the provisions of this Declaration.

(k) "Common Area" shall mean and refer to those portions of Committed Property owned or used by the Association, and devoted to the common use and enjoyment of all Owners, together with any improvements thereon, including, without limitation, any commonly owned recreational facilities, courtyards, open space, off-street parking areas, utilities, streets, sidewalks, street lights, and storage facilities within or about the Committed Property, all as further described in Article IV hereof.

(l) "Conservation Easement" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and on the Plat as Conservation Easements. All Conservation Easements shall be maintained by the Association, with such maintenance constituting a portion of the Common Expenses.

(m) "County" shall mean and refer to Clay County, Florida.

(n) "Declarant" shall mean and refer to D.H. Horton, Inc. - Jacksonville, a Delaware corporation, duly authorized to do business in the State of Florida, its designee, successors and assigns, and subsidiaries.

(o) "Declaration" shall mean and refer to this Declaration and General Protective Covenants for Autumn Glen, as may be amended from time to time.

(p) "Development" shall mean and refer to the development area commonly known as Autumn Glen.

(q) "Dwelling Unit" shall mean and refer to a residential townhouse unit in Autumn Glen to be used as an abode for one family.

(r) "Improved Lot" shall mean and refer to any Townhouse Lot upon which a Dwelling Unit has been constructed.

(s) "Institutional Mortgagee" shall mean and refer to (a) a lending institution having a first mortgage lien upon a Lot including any of the following institutions: (a) Federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot.

(t) "Landscape Easement" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) and the Plat as Landscape Easements. All Landscape Easements, whether located on Lots or Common Area, shall be maintained by the Association, with such maintenance constituting a portion of the Common Expenses and all improvements located in such Landscape Easements shall be the property of the Association.

(u) "Lot" means any platted lot, whether improved or unimproved, intended for the construction of a Dwelling Unit and located within the Committed Property.

(v) "Master Association" shall mean the Fleming Island Plantation Owners Association, Inc.

(w) "Master Declaration" shall mean Fleming Island Plantation Declaration of Covenants, Restrictions and Easements recorded December 8, 1999, in Official Records Book 1834, page 819-1873, public records of Clay County, Florida, as amended from time to time.

(x) "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Association as described in this Declaration and in any other document governing Autumn Glen, and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Common Areas, other real property, or portions of either and improvements thereon, as well as expenses incurred by the Association in fulfilling its obligations under this Declaration and any other document governing Autumn Glen, which mean and include the costs and expenses described in these documents as such and include regular and special assessments made by the Association in accordance with the terms hereof.