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O. P. BRANCH

Prepared by and return to:
Clifford B. Newton
Clifford B. Newton, P.A. ✓
10192 San Jose Boulevard
Jacksonville, Florida 32257



Book: 1872
Page: 0399
Rec: 07/07/2000
08:43 AM
File# 200027405
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$109.50

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BAY HARBOR**

THIS DECLARATION is made on the date hereinafter set forth by
HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter
referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all those certain proper-
ties in Clay County, Florida, being more particularly described as:

BAY HARBOR, according to the plat thereof recorded in
Plat Book 35, pages 46, 47, 48 and 49,
of the public records of Clay County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold, and conveyed
subject to the following easements, restrictions, covenants,
agreements and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with, the real
property and be binding on all parties having any right, title or
interest in the described properties or any part thereof, their
heirs, successors, and assigns, and shall inure to the benefit of
each owner thereof. Any person accepting a deed to any portion of
the property shall be deemed to have agreed to all of the ease-
ments, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Bay Harbor
Owners Association, Inc., a Florida corporation not for profit, its
successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether
one or more persons or entities, of a fee simple title to any lot
which is a part of the properties, including contract sellers, but
excluding those having such interest merely as security for the
performance of an obligation.

3. "Properties" and "Property" shall mean and refer to that
certain real property hereinabove described and such additions

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excluding those having such interest merely as security for the
performance of an obligation.

3. "Properties" and "Property" shall mean and refer to that
certain real property hereinabove described and such additions

thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

6. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above. "Lot" shall also mean and refer to tracts or metes and bounds parcels used or intended to be used for construction of one single family home.

7. "Declarant" shall mean and refer to Hutson Land Company, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

8. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

9. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots

in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

10. "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book 35, pages 46, 47, 48 and 49, of the public records of Clay County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided.

11. "Lake" shall be defined as any areas designated on the Plat as "Retention/Detention Area, Lake, Lake/Stormwater Management Facility" or any other areas within the Property that are intended for the treatment, retention, detention, or storage of stormwater. This definition may also include any naturally occurring lakes or ponds within the Property.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall

be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. 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, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall have fifty-three 53) votes. Upon the annexation of any Future Development Property, the number of votes of the Class B member may be increased by stating the new number of votes in the amendment annexing the additional property. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) when the Declarant has conveyed one hundred percent (100%) of the lots in the Property or Future Development Property; or

b) when Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed