

(27.)
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
PAT M. FOWLER, P.A.
155-5 BLANDING BLVD.
ORANGE PAR, . FL 32073
FILE NO. 96-10582



Book: 1630
Page: 1208
Rec: 11/21/96
08:38 A.M.
File# 9643557
John Keene
Clerk Of Courts
Clay County, FL
FEE: \$123.00

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BEULAH VISTA ESTATES HOME OWNERS ASSOCIATION**

THIS DECLARATION is made this 20th day of November, 1996, by F & F Development, Inc., a Florida Corporation, hereinafter called "Developer".

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in Clay County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon. Declarant desires to subject the property to the covenants, restrictions, easements charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas and the Master Drainage System as said terms are hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer

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and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter referred to as the "Covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part hereof and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in the Declaration:

(a) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.

(b) "Association" shall mean and refer to Beulah Vista Estates Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(c) "Association Articles and Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association.

(d) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time-to-time.

(e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(f) "Charges" shall mean and include all General, Special and Lot Assessments.

(g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, with limitation, any recreation areas designated on the plat of the Property and the entrance

median and signage located thereon.

(h) "Developer" shall mean and refer to F & F Development, Inc., a Florida corporation, or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(i) "Declaration: shall mean and refer to this Declaration of Covenants and Restrictions.

(j) "Family" shall mean and refer to a social unit consisting of parent(s) and child(ren) that they rear.

(k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(l) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(m) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(n) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any re-subdivided or re-platted lot created pursuant to Article VII, Section 17.

(o) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(p) "Master Drainage System" shall mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the Property or any