

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BLACK CREEK TRAIL

THIS DECLARATION, made on the day hereafter set forth by LaRue Corporation, a corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "LaRue Corporation."

W I T N E S S E T H:

WHEREAS, LaRue Corporation is the owner of certain property in the County of Clay, State of Florida, designated as Black Creek Trail which is more particularly described in Exhibit "A" attached hereto, and

WHEREAS, LaRue Corporation is in the process of selling parcels of property, and

WHEREAS, it is contemplated that LaRue Corporation may wish to include additional contiguous tracts within the association at a later date, and

NOW THEREFORE, LaRue Corporation hereby declares that the properties described in Exhibit "A" shall be encompassed by this Declaration upon recordation of this document and that additional contiguous properties may, at LaRue Corporation's option, be included by LaRue Corporation upon recordation of a declaration to that effect. All properties in Exhibit "A" and those subsequently annexed at LaRue Corporation's option 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 the above and which shall run with said real property and shall be binding upon all parties having any right, title or interest in the described properties or any part thereof, and their respective heirs, successors and assigns and which shall inure to the benefit of the Association and each owner thereof, as said terms are hereinafter particularly described.

Richard E. Neville, Esq.
168 Blanding Blvd., St. 2
Orange Park, Fl. 32073

Record & Return Prepared by:

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ARTICLE I

DEFINITIONS

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SECTION 1: "ASSOCIATION" "Association" shall mean and refer to Black Creek Trail Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

SECTION 2: "OWNERS" "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot described and included in this declaration, including contract sellers, excluding those having such interest merely as security for the performance of an obligation. The term "owner" shall also be construed to include LaRue Corporation as owner of lots which are located in any areas which are presently or subsequently encompassed within this declaration.

SECTION 3: "PROPERTIES" "Properties" shall mean and refer to that certain real property described in Exhibit "A" and subsequently included property as such property may hereafter be brought into the jurisdiction of the Association at the discretion of LaRue Corporation under Article VI.

SECTION 4: "LOT" "Lot" shall mean and refer to any described lot located within the areas presently or subsequently included within this declaration.

SECTION 5: "LaRUE CORPORATION" "LaRue Corporation" shall mean and refer to LaRue Corporation, a corporation organized and existing under the laws of the State of Florida, its heirs, successors and assigns.

SECTION 6: "MORTGAGE" "Mortgage" means any mortgage or other instrument transferring any interest in any lot and the common area or any portion thereof, as security for performance of an obligation.

SECTION 7: "MORTGAGEE" "Mortgagee" means any person named as the obligee under any mortgage as hereinafter defined or any security, or interest to such person under such mortgage.

SECTION 8: "FIRST MORTGAGEE" "First Mortgagee" means the holder of any mortgage encumbering a lot, the lien of which is prior in dignity to all other liens encumbering the same lot.

SECTION 9: "FHA" "FHA" means the Federal Housing Administration.

SECTION 10: "VA" "VA" means the Veterans Administration.

SECTION 11: "RECORDED" "Recorded" means filed for record in the public records of Clay County, Florida.

SECTION 12: "BOARD OF DIRECTORS" "Board of Directors" means the Association's Board of Directors.

SECTION 13: "PERSON" "Person" means any natural person or artificial legal entity.

SECTION 14: "ARTICLES" "Articles" shall mean the Articles of Incorporation of the Association.

SECTION 15: "DECLARATION" "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants, Conditions and Restrictions.

SECTION 16: "ASSOCIATION EXPENSES" "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

SECTION 17: "OCCUPANT" "Occupant" shall mean the person or persons other than the Lot Owner in possession of the Lot and the Improvements thereon.

SECTION 18: "ASSESSMENT" "Assessment" shall mean a share of the Association expenses required for the payment of the Association Expenses which from time to time are assessed against the Lots and Lot Owners.

SECTION 19: "SURPLUS" "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.

SECTION 20: "ACCESS OR RECREATION EASEMENT OR PRIVATE ACCESS EASEMENT" "Access or recreation easement" or "private access easement" shall mean those portions of lots over which easements for the purpose of ingress, egress, drainage, utilities installation and recreation and the like are granted in favor of other lots that are, or are subsequently included in this declaration. The easements that are to be granted initially and are to be included within this declaration are more particularly described in Exhibit "B" which is attached herein.