

**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BLACK CREEK TRAIL**

THIS AMENDED DECLARATION, made on the day hereafter set forth by Black Creek Trail Homeowners Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, LaRue Corporation was 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," the Properties attached hereto, and

WHEREAS, LaRue Corporation sold parcels of the Property to members of the Black Creek Trail HOA, and

WHEREAS, LaRue Corporation recorded that certain Declaration of Covenants, Conditions and Restrictions for Black Creek Trail, the Covenants and Restrictions, at Official Records Book 574, pages 39-55 of the public records of Clay County, Florida, and upon recordation of that document, subjected the Properties to the Covenants and Restrictions, and

WHEREAS, LaRue Corporation controlled the Association for a period of time, and

WHEREAS, LaRue Corporation no longer controls the Association, and

WHEREAS, the members of the Association now control the Association, and

WHEREAS, pursuant to paragraph 16 of the Covenants and Restrictions, a majority of the owners of the lots in the Association desire and intend to amend the Covenants and Restrictions, and by this document the Covenants and Restrictions are hereby amended, and upon recordation of an amended declaration to that effect, all Properties in Exhibit "A" and those Properties subsequently annexed, held, sold and conveyed subject to the easements, restrictions, covenants and conditions of these amended Covenants and Restrictions, which are imposed on the Properties for the purpose of protecting the value and desirability of the Properties 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.

ARTICLE I
DEFINITIONS

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

SECTION 2: "OWNER" "Owner" shall mean and refer to the record owner of any of the Properties, 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 Black Creek Trail Homeowners Association, Inc. as owners of lots, which are located in any areas that 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 the Association.

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: "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 6: "MORTGAGEE" "Mortgagee" means any person named as the obligated one under any mortgage as hereinafter defined or any security, or interest to such person under such mortgage.

SECTION 7: "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 8: "FHA" "FHA" means the Federal Housing Administration.

SECTION 9: "VA" "VA" means the Veterans Administration.

SECTION 10: "RECORDED" "Recorded" means filed for record in the public records of Clay County, Florida.

SECTION 11: "BOARD OF DIRECTORS" "Board of Directors" means the Association's Board of Directors. Duly elected from time to time in accordance with the By-Laws of the Association.

SECTION 12: "PERSON" "Person" means any natural person or artificial legal entity.

SECTION 13: "ARTICLES" "Articles" shall mean the Articles of Incorporation of the Association.

SECTION 14: "DECLARATION" "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants, Conditions and Restrictions.

SECTION 15: "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 Owners thereof.

SECTION 16: "OCCUPANT" "Occupant" shall mean the person or persons other than the lot owner in possession of the Lot and the Improvements thereon.

SECTION 17: "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 18: "SURPLUS" "Surplus" shall mean the excess of all receipts of the Association from the Lot Owner and any other income accruing to the Association over and above the amount of the expenses of the Association.

SECTION 19: "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 to be granted initially and are to be included within this declaration are more particularly described in Exhibit "B" which is attached herein. The recordation of this document shall constitute notice of the existence of said easements without the necessity of a subsequent reservation granting of said easements by individual deed. Said term shall also include drainage ditches and culverts which are located within or are adjacent to said easements.

Subsequent easements shall be included within this declaration upon the exercise of the annexation option set forth in Article VI.

SECTION 20: "INTERPRETATION" unless the context otherwise requires the use herein of the singular shall include plural and vice versa; the use of gender shall include all genders; and the use of the term "including" shall mean liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the parties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**ARTICLE II
PROPERTY RIGHTS**

SECTION 1: OWNERS EASEMENTS OF ENJOYMENT. Every owner shall have the right of use and enjoyment in the Access Easements and said rights shall be appurtenant to and pass with the title to every lot whether or not the same shall be referred to in any deed conveying title to any lot, subject to the following provisions:

a) The dedication or transfer of all or any part of the Access Easements to any public agency, authority or utility shall be for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer filed by two-thirds (2/3) of the members has been recorded.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

SECTION 1: MEMBERSHIP. 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.

SECTION 2: VOTING RIGHTS. The Association shall have one voting membership. Membership shall be all Owners, and each Owner 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.

SECTION 3: AMPLIFICATION. The performance of this Declaration may be amplified with the Articles of Incorporation and the By-Laws of the Association; provided however, no such amplification shall substantially alter or amend any of the rights or obligations of the owners set forth herein. In the event of any conflict of this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

ARTICLE IV
ASSOCIATION RESPONSIBILITIES AND RIGHTS

SECTION 1: MAINTENANCE OF PRIVATE AND RECREATIONAL ACCESS EASEMENTS. The Association shall be responsible for the maintenance of the private access easements as herein defined in good order and repair. Cost for said maintenance shall be paid from the accounts established for this purpose in accordance with Article V, Section 2.

SECTION 2: SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association, may obtain and pay for legal, accounting and management services necessary or desirable in connection with the operation of the Common Area or the enforcement of this Declaration.

SECTION 3: REAL AND PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold real and tangible and intangible personal property and may dispose of the same by sale. Otherwise it will be subject to such restrictions as may from time to time be provided by the Association's Articles or By-Laws.

SECTION 4: RULES AND REGULATIONS. The Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of Access Easements which rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 5: TAXES AND INSURANCE. The Association shall at all times pay the real property and Ad Valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

SECTION 6: IMPLIED RIGHT. The association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles of Incorporation or By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein.

SECTION 7: RESTRICTIONS ON CAPITAL IMPROVEMENTS. At all times hereafter, all capital improvements to the Access Easements shall require approval of two-thirds (2/3) of the votes entitled to be cast.

ARTICLE V COVENANTS FOR ASSESSMENTS

SECTION 1: CREATION OF THE REAL AND PERSONAL OBLIGATIONS OF THE ASSESSMENT. Each owner of any lot, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Yearly Assessments or charges, and (b) Special Assessments for capital improvements and for the purpose of eliminating a deficit, such assessments to be established and collected herein provided. The Yearly and Special Assessments together with interest, costs and reasonable attorney's fees, shall be a charge on each lot. Said assessments shall be charged against each lot on a per lot basis. Said assessments shall be a continuing lien upon the property against which each such assessment is made, provided however, that said liens shall be subordinate to any prior recorded first mortgage and shall, in any event, be subordinate to any "FHA" or "VA" mortgage. Said liens shall be extinguished upon the foreclosure of any prior recorded first mortgage and of any "FHA" "VA" mortgage. Each such assessment, together with interest, costs and attorney's fees shall also be the personal obligation of the person or persons who is or are the Owner(s) of such property at the time when the assessment falls due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by said successor.

SECTION 2: PURPOSE OF ASSESSMENTS. The Assessment levied by the Association shall be used exclusively for the maintenance of the private access easements and for the purpose of enabling the Association (a) to pay all Ad Valorem taxes assessed against any property, real or personal, or any interest therein owned or leased to the Association, and to pay any other taxes payable by the Association; (b) to

pay or all other expenses of the Association including but not limited to, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board; (c) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein and to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board shall be final. The Board may reserve such portions of the funds, as it deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

SECTION 3: MAXIMUM AND MINIMUM YEARLY ASSESSMENTS. (a) There shall be a yearly assessment of two hundred fifty dollars (\$250.00) (effective date January 2023) per lot levied against each lot by the Association. Said Assessment shall be due and payable to the Association on the first (1st) day of March each year for that calendar year.

(b) The yearly Assessment as set forth in sub-section (a) may be increased by a vote of two-thirds (2/3) of the members, who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may, at its discretion, fix the yearly assessment from time to time, and an amount which is less than the amount set forth in subsection (a) and may, from time to time increase the yearly assessment to the full amount which is set out in subsection (a) above.

SECTION 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT. In addition to the yearly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Access Easements, or other Association property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are entitled to vote at a meeting duly called for this purpose.

SECTION 5: EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of fifteen percent (15%) per annum. The property shall be subject to a lien for the unpaid assessments when the delinquency totals five (5) or more years. The Owner liable for the Assessments will be given a 90-day notice, in writing, before the Association initiates legal action to foreclose the Association lien. The Association may bring an action at law to foreclose the lien against the Lot, and recover, in addition to the assessment, interest, costs and reasonable attorney fees. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the Association's lien, or its priority. 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 the owner's lot.

SECTION 6: 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 the assessment lien is filed in the public records of Clay 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 become due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof, shall not extinguish the liability of the Owner whose interest was foreclosed for any assessment upon the Owner whose interest was foreclosed for any assessment upon the Owner's Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the 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, by a majority vote of the Association.

SECTION 7: EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority or utility company, and all property designated as Common Area, if

any, shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

SECTION 8: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4. Written notice of any meeting of the owners 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 nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of persons entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 9: UNIFORM RATE OF ASSESSMENT. Both yearly and Special Assessments must be fixed at a uniform rate on a per lot basis for all lots.

COVENANTS AND RESTRICTIONS
BLACK CREEK TRAIL

I. Said land shall be used for residential purposes exclusively. No structure shall be erected, altered or permitted to remain on any lot or building plot on said land other than one single family dwelling not to exceed two stories in height, together with the necessary outbuildings thereof. The term outbuildings shall be construed to include only a detached garage for not to exceed three (3) cars, to which may be attached a laundry, tool or servant's room, a detached children's playhouse, boat storage room, and like detached buildings incident to use of the lot or plot for single family purposes. No buildings or other structure at any time situate on said land shall be used as a hospital, group home, sanitarium, church, charitable, religious or philanthropic institution, or the like, or for business or manufacturing purposes or placed on or allowed to occupy said land.

II. No dwelling, which has an area of less than 1,500 square feet, shall be created or placed on any lot or building plot. In computing square footage, such computation shall not include attached garages, carports, storage rooms, and open or screened porches. All dwellings and outbuildings must conform to Clay County building codes in regards to construction and setback requirements.

III. The ground floor area of each residence, exclusive of open porches, garages, or car ports, shall not be less than one thousand five hundred (1,500) square feet for a one story dwelling, nor less than eight hundred fifty (850) square feet for a dwelling of more than one story.

IV. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot on said land prior to the erection or construction of a permanent residence thereon.

V. No trailer, mobile home, basement, tent, shack, houseboat, barn or other outbuildings shall be placed or erected on any lot or building plot to be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling shall be occupied unless substantially finished. The exterior of all buildings shall be completed within six (6) months from the date of commencement of construction.

VI. All dwellings and outbuildings to be placed on any lot or building plot shall conform in design and exterior appearance to the general character of the neighborhood. No building shall be erected or placed on any lot until the construction plans, specifications and a plan showing the location of the structure have been approved by the Board of Directors as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be by the Board of Directors. The Board of Directors approval or disapproval as required in these covenants shall be in writing. In the event the Board of Directors fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be considered been fully complied with.

VII. Each and every building which is constructed within Black Creek Trail shall be completed within six (6) months from the date of commencement of construction of said building including cleanup of building debris, material piles and the like. This provision shall not apply to interior finishing work. In the event of a violation of this provision, the Board of Directors, at their election, may take such steps as they deem to

be necessary to cure such violation and the cost incurred in curing said violation shall become a personal obligation of the Lot Owner(s) and shall constitute a lien on the property of the same priority and subject to the same limitations as an assessment lien as set forth in Article V.

VIII. No residence, fences or walls, outbuilding, or swimming pool shall be erected, placed, altered or allowed on said land until the plans, specifications and location of the same shall have been approved in writing by the Board of Directors as herein provided.

IX. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Board of Directors. Improvements, i.e., homes, patios, driveways, gardens, parking, and recreational areas, etc. shall be located so as to minimize the cutting of trees. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. However, where trees have been removed, it shall be mandatory that the tree stumps shall be removed simultaneously with the tree.

X. No building material or equipment, new or used, is allowed on property unless it is kept neatly piled, out of sight.

XI. No noxious or offensive trade or activity shall be carried on, on said land nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry shall be kept, raised or maintained on said land except dogs, cats, horses and household pets so long as they are not kept or bred commercially. No commercial advertising or display signs and no large or unsightly sign shall be permitted on said land. No mobile home, ready built structure, trailer, tent, basement or shack to be used wholly or partly, permanently or temporarily for residential purposes shall be allowed to occupy said land, however, prefabricated houses actually assembled on the lot or building plot shall be allowed. No structure shall be erected upon said land unless it shall conform to and be in harmony with existing structures and the restrictions therein

XII. No lot shall be used as a dumping ground for trash. Garbage and/or other waste shall be kept in closed sanitary containers. Nor shall any trash, garbage or rubbish be dumped in any body of water surrounding the property.

XIII. No vehicles that do not bear a current license tag are allowed on the property unless kept in a closed garage. Other than golf carts owned by members of the Association, no vehicles that are not currently licensed to be driven on the public highways of the state of Florida shall be operated on the roadways of Black Creek Trail.

XIV. The boat ramp and recreation area are for member-residents only. Guests of member-residents are allowed as long as the member-resident is present. The ramp and the roads are to be maintained by the Association.

XV. The use and discharge of firearms is strictly prohibited on Black Creek Trail home owners association properties. This includes the boat ramp and recreation area.

XVI. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from this date. These covenants will be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or part.

XVII. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain or to recover damages, provided no violation shall work a Reverter or forfeiture of the title.

“Exhibit A”

Legal description for Black Creek Trail Homeowners Association

A parcel of land situated in Section 10, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows: Commence at the southwest corner of Lot 6, Block 1, Hidden Waters, according to plat thereof recorded in Plat Book 9, pages 58 through 60 of the public records of said county; thence on the northerly right-of-way line of County Road 209, run the following 5 courses: 1) South 82 degrees 25 minutes 52 seconds East, 2731.21 feet; 2) easterly along the arc of a curve concave northerly and having a radius of 11,409.16 feet, an arc distance of 509.55 feet, said arc being subtended by a chord bearing and distance of South 83 degrees 42 minutes 37 seconds East, 509.51 feet; 3) South 84 degrees 59 minutes 23 seconds East, 144.07 feet; 4) South 05 degrees 00 minutes 37 seconds West, 10.00 feet; 5) South 84 degrees 59 minutes 23 seconds East, 1797.65 feet; thence North 00 degrees 05 minutes 58 seconds East, 207.53 feet to the southeast corner of those lands described in Official Records Book 2701, page 1613 of said public records; thence North 76 degrees 12 minutes 27 seconds West, 589.93 feet; thence North 49 degrees 50 minutes 37 seconds West, 208.81 feet; thence North 37 degrees 36 minutes 50 seconds West, 242.92 feet; thence North 30 degrees 00 minutes 08 seconds West, 215.05 feet; thence North 50 degrees 00 minutes 00 seconds West, 525.03 feet; thence South 36 degrees 03 minutes 35 seconds West, 18.12 feet; thence North 54 degrees 23 minutes 41 seconds West, 618.92 feet; thence North 01 degree 12 minutes 08 seconds West, 512.08 feet to the northwest corner of those lands described in Official Records Book 3182, page 1298 of said public records; thence North 09 degrees 32 minutes 05 seconds East, 33.40 feet; thence North 20 degrees 10 minutes 13 seconds East, 15.56 feet; thence North 04 degrees 37 minutes 52 seconds East, 401.13 feet; thence North 06 degrees 26 minutes 01 second West, 254.24 feet; thence North 88 degrees 31 minutes 10 seconds West, 65.05 feet to the southwest corner of those lands described in Official Records Book 614, page 68 of said public records; thence on the west line thereof. North 01 degree 24 minutes 11 seconds East, 320 feet, more or less, to the waters of Black Creek; thence easterly, along said waters, 1760 feet, more or less, to the east line of those lands described in Official Records Book 1342, page 285 of said public records; thence on said east line. South 27 degrees 08 minutes 30 seconds West, 330 feet, more or less, to the southeast corner thereof; thence South 61 degrees 40 minutes 48 seconds East, 20.25 feet; thence South 48 degrees 00 minutes 02 seconds East, 140.00 feet to the most westerly corner of those lands described in Official Records Book 2505, page 377 (Parcel H); thence on the north line thereof. North 78 degrees 40 minutes 16 seconds East, 659.51 feet; thence South 09 degrees 05 minutes 58 seconds West, 1548.50 feet to the point of beginning.

ADOPTION AND DEDICATION

This is to certify that Black Creek Trail Homeowners Association, Inc., a corporation organized under the laws of the State of Florida, is the lawful owner of the common elements of Black Creek Trail, as recorded in the current Public Records of Clay County, Florida. In witness whereof, Black Creek Trail Homeowners Association, Inc. has caused these presents to be signed by its officers, and joined in by a majority of its members respectively, this 22nd day of April, 2019.

Black Creek Trail Homeowners Association Inc., a Florida nonprofit corporation:

President: _____

Vice President: Joseph D. Hall

Secretary/Treasurer: Diana C. Fureford