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FOXMEADOW LAKE
COVENANTS, CONDITIONS AND RESTRICTIONS
AND DECLARATION OF LIEN RIGHTS

THIS DECLARATION, made on the date hereinafter set forth by FOXMEADOW LAKE, LTD., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Clay, State of Florida, which is more particularly described as:

Lots 1 thru and including Lot 22, Foxmeadow, Unit 5, as recorded in Plat Book 24, pages 28, 29 and 30 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 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 insure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Foxmeadow Lake Homeowners Association, Inc., its successors and assigns.

Section 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 described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described above (and such additions thereto from the lands of Declarant and Ahpla, Inc., located on and under Foxmeadow Lake, as may hereafter be brought within the jurisdiction of the Association).

Record & Return To:
ASSOCIATED LAND TITLE GROUP INC.
1939-A Wells Road
Orange Park, Florida 32073
Phone (904) 276-2661

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Prepared by: Marvin E. Willhite
1718 Kingsley Avenue
Orange Park, Florida 32073

Section 4. "Lake Area" shall mean all real property designated "Foxmeadow Lake" on said plat of Foxmeadow Unit 5, together with an adjoining 25 foot easement as shown on said plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties owned presently by Declarant and Ahpla, Inc., located on Foxmeadow Lake.

Section 6. "Declarant" shall mean and refer to FOXMEADOW LAKE, LTD., their successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Lake 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 situated upon the Lake Area.
- (b) the right of the Association to suspend the voting rights and right to use the Lake Area by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (6) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Lake Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Lake Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Lake Area Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of the Lake Area subject to the restrictions and reservations as contained herein.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. 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. The Association shall have two (2) 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 members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. 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 total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

or

(b) on December 31, 1999.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by ac-

ceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessment charges and
- (2) special assessments for capital improvements, such assessments shall be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and the Association shall have a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Lake Areas; and the islands located therein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessments shall be Twenty Dollars and 00/100 (\$20.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessments may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual 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, repair or replacement of a capital improvement upon the Lake Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. Such notice shall state the purpose of the meeting. At such meeting, the presence of members or of proxies to cause a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement of Annual Assessment: Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the last lot as described on Exhibit "A". The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand and for a reasonable charge, shall furnish a certificate signed by an

officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring on action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lake Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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 became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE V
USE RESTRICTIONS

Section 1. Nuisances. No noxious or offensive activities shall be carried on in, upon or around the Lake Area nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the remaining owners or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective properties.

Section 2. Water Retention - Wetland Preservation. The Lake Area and the adjoining 25 foot easement are to be for the specific use as an area for the retention, storage and impoundment of stormwater runoff and for the further specific use as an area for the cultivation and preservation of wetland types of vegetation. Distinction of any wetland type of vegetation is strictly prohibited.

Section 3. Rules and Regulations. Reasonable regulations concerning the use of the Lake Area may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws, except Article V Sections 1, 2, and 3 contained herein. Copies of such regulations and amendments shall be furnished by the Association to all homeowners and residents of the houses upon request.

Section 4. Liability Insurance. Public liability insurance in such amounts and with such coverage as shall be determined by the Board of Directors of the Association with cross liability endorsement to cover liabilities of the respective Owners as a group to an individual may be purchased by the Association, and the expense subject to the annual assessment hereunder.

Section 5. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including but not limited to its duty to maintain and repair portions of the Lake Area, the Association shall not be liable to homeowners for injury or damage (other than the cost of maintenance and repair as required hereunder) caused by any latent defect or

condition of the property owned or to be maintained and repaired by the Association, or caused by the acts of God or by third persons.

Section 6. Release of Minor Violations. The Declarant reserves the right to release minor violations of this declaration so long as it remains as Class B rating member of the Association and thereafter said right shall be held by the Association.

Section 7. Completion, Expansion, Renovation, Modification and Repair of Lake Area. The Declarant, reserves the right to complete, expand, renovate and/or repair the Lake Area.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management systems.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended

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during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. Any amendment to the Covenants and Restrictions which alters the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.



Section 4. Additional Lake Areas. Additional properties and Lake Areas may be added at the discretion of Declarant.

Section 5. Supplemental Covenants, Conditions and Restrictions. Said covenants conditions, and restrictions of Foxmeadow Unit 5 shall be further restricted to and shall meet all of the requirements, restrictions covenants and conditions as specifically set forth in Foxmeadow Unit One as recorded in Official Record Book 252, pages 177, 178, and 179 of the public records of Clay County, Florida.

Section 6. Sidewalk Requirements. All lot owners in Foxmeadow Unit 5 shall be required to construct a sidewalk adjacent to Saddlehorn Trail and within the Clay County right-of-way of said Saddlehorn Trail and further, that said sidewalk shall be a minimum of 5 inches thick, 5 feet wide and poured with 3,500 pounds per square inch concrete, upon the completion of construction of any residential building.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set his hand and seal this 23 day of October 1991

Lynn P. McLain

Frank H. ...

State of Florida
County of Clay

THE FOREGOING INSTRUMENT was acknowledged before me this 23 day of October 1991, by Marvin E. Wilhite, President of Foxmeadow Lake, Inc., General Partner, on behalf of said corporation.

Foxmeadow Lake, Ltd.
Marvin E. Wilhite, President
Foxmeadow Lake, Inc.
General Partner

Lynn P. McLain
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires 12-17-1993