

**DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**HABERSHAM HARBOUR UNIT ONE**

THIS DECLARATION, made on the date hereinafter set forth by Habersham Harbour Homeowners Association, Inc., a Florida corporation, hereinafter referred to as "Association".

**WITNESSETH:**

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

NOW THEREFORE, Association 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 inure to the benefit of each owner thereof.

ADDITIONAL LAND more fully described on Exhibit "B" may be annexed by the Association without consent of the members within seven (7) years of the date of this Declaration provided that the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them. (Additional land shall be annexed in accordance with the provisions of Article VIII.)

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, 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, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having suer interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

**Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be that property more fully described in the Special Warranty Deed recorded within 90 days of either the recordation of this Declaration or the conveyance of the first lot. The Common Area shall include a swimming pool, tennis court, dock and boat ramp proposed to be built in Association's discretion, prior to the completion of the last unit of HABERSHAM HARBOR.

**Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

**Section 6.** "Unit" shall mean and refer to any lot or lot and portion of adjacent lot (as allowed in Article III, Section 2 of this Declaration) improved with a completed residential unit.

**Section 7.** "Declarant" shall mean and refer to COLLIER CLASSIC HOMES, INC. and D. F. SERVICES, INC., both Florida corporations, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**ARTICLE II**

**PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the 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 situated upon the Common Area,

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 50 days for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas so as to prohibit ingress and egress to his Lot.

(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 the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds 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 Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3. Water and Sewer Easement.** Kingsley Utility Company or its successors have the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use with the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from Kingsley Utility Company, or its successors or assigns. Provided, however, the Association, its successors or assigns, may construct wells to supply water for irrigation purposes. Any such wells permitted shall not be connected or cross-connected to the central water supply system. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Kingsley Utility Company, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Kingsley Utility Company is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described above for the purpose of ingress, egress installation and/or repair of water and sewage facilities.

**ARTICLE III**

**MEMBERS 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 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. Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half (1/2) of a Lot and less than one and one-half (1-1/2) contiguous Lot(s) shall be deemed to own one (1) Lot for voting purposes, and shall be entitled to one (1) vote.

**Class B.** The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, or any portion of a lot constituting more than one-half (1/2) of the Lot. The Class B Membership shall cease and be converted to Class 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 January 1, 1992.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

The Association, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance 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 assessments or charges, and (2) special assessments for capital improvements, such assessments to 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 shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent 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 to promote the recreation, health, safety, and welfare of the resident in the Properties and for the improvement and maintenance of the Common Area situated upon the Properties.

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be: Three Hundred Dollars (\$300.00) per Unit (a lot improved with a residential unit), which shall be payable at the closing on the sale of each unit for the balance of the calendar year. Provided, however, that no assessment shall be due and payable at the Closing on the sales of the first several units until the swimming pool and tennis court are completed and operational, at which time said unit Owners shall be required to pay the assessment aforesaid. After initial payment, said assessments shall be paid prospectively for no less than two calendar quarters.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 5% 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 first Unit to an Owner, the maximum annual assessment may be increased above 5% 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.

(d) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area for which the Association has maintenance responsibilities.

**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 Common Area, including fixtures and personal property related thereto, 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 fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of 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 members or proxies entitled to cause one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Units (Lots improved with a residential unit) and may be collected on a semi-annual basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Units (Lots improved with a residential Unit) as is set forth in Section 3, above; provided, however, the assessment for each Unit on which a home is completed (though unsold by Declarant) shall begin ninety (90) days after the completion of the name and the assessment for each model unit shall begin a year after the completion of each model unit. 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 Unit 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. In the event that the assessment is not paid on or before the 15th day after the due date, a late penalty in the amount of \$25.00 shall be due and payable. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments: 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 fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

**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 Unit shall not affect the assessment lien. However, the sale or transfer of any Unit 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 Unit from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Units as a common expense.

**Section 10. Exempt Property.** All Property dedicated to, and accepted by, a local public authority and all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida and model units or sales offices shall be exempt from the assessment created herein,

except no land or improvements devoted to dwelling or commercial use shall be exempt from assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Residential Architectural Review Committee (RARC) of HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC., pursuant to the provisions of this Declaration.

## ARTICLE VI

### USE RESTRICTIONS

Section 1. Single Family Residence Only. Said Lots shall be used for single family residential purposes only and no building at any time situated on any of said Lots shall be used for business, commercial, charitable, professional or manufacturing purposes. No residence, garage, or other building constructed on any of said Lots shall be used for the purpose of renting rooms therein or as a boarding school, hotel, tourist court, or motor court. No more than one single family residence shall occupy any platted Lot.

Section 2. Two and One-half Stories Limit. Without the written approval of The Residential Architectural Review Committee of the Habersham Harbour Homeowners Association the height of the main residence shall not be more than two and one-half (2 1/2) stories above the normal surface of the ground.

Section 3. Minimum Square Footage. No residence shall be erected upon or allowed to occupy any portion of any lot of said subdivision unless the exterior area of the main structure, exclusive of the areas in covered porches and garages, shall be not less than eighteen hundred (1800) square feet.

Section 4. Other Structures. The following buildings, structures and objects may be erected and maintained on the lot only if the same are located wholly within the building setback lines and approved by The Residential Architectural Review committee of the Habersham Harbour Homeowners Association. Included are pens, yards, houses for pets, tools and workshops, detached garages, hothouses, greenhouses, bath houses, children's playhouses, outdoor fireplaces, barbeque pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced or sufficiently landscaped, using materials and with height and design and in such a manner that such Objects shall be obstructed from view from the outside of the Lot.

Section 5. Drying. Unsightly exposure of clothes lines, hanging wash or clothes drying of any kind is restricted unless done in areas that are completely screened from view from any adjacent Lot or any roadway Access Easement.

Section 6. Setback for All Structures. No building or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed, or allowed in the area of any lot lying between the front or side building restriction line and the street on which the lot abuts.

Section 7. Fences. Hedges and fences may be built or maintained on any Lot; however, there shall not be any fences in front of a house or higher than six (6) feet and all must be approved by the Association.

Section 8. No Parking of Vehicles, Boats etc. No trucks nor recreational vehicles of any kind, boats, trailer, house trailer, camper, or any other offensive objects may be kept or parked on the street, including right-of-way thereof or between the paved road and the residential structure, overnight

or for a continuous period of time in excess of twelve (12) consecutive hours. They may be so kept if completely inside a garage attached to the main residence or within the rear yard or side yards if screened from view. No wheeled vehicles shall be kept or parked in the front yard of any Lot. No trailers shall be maintained on any Lot.

**Section 9. No Overhead Wires.** All telephone, electrical and other utility lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

**Section 10. No Sheds, Shacks, or Trailers.** No shed, shack, trailer, tent or other temporary or movable structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of houses being built in this subdivision for not longer than twelve (12) months. No trailer, basement, garage, or any outbuilding of any kind even if otherwise permitted hereunder is to or remain on a Lot shall be at any time used as a residence either temporarily or permanently.

**Section 11. Residing Only in Residence.** No trailer, basement, garage, or any outbuilding of any kind even if otherwise permitted hereunder, to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

**Section 12. Signs.** No sign of any character shall be displayed or placed upon any lot except such signs as may be reasonably necessary for sale purposes.

**Section 13. Aerials and Antennas.** No radio or television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on any Lot.

**Section 14. Mail Boxes.** Mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material may be erected or located on any Lot. The type of material for said boxes or receptacles shall be compatible and in keeping with the neighborhood and shall be approved by The Residential Architectural Review Committee of the Habersham Harbour Homeowners Association.

**Section 15. Pets.** not more than two dogs, two cats, or four birds (excluding parrots) or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association, the animal, or animals, become dangerous or any annoyance or nuisance on the neighborhood, or nearby property, or destructive of wildlife, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

**Section 16. Offensive Activities.** No illegal, noxious, or offensive activity shall be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of said land or road rights-of-way.

**Section 17. Restricted Use of Waterways.** The Waterfront shall not be used for any commercial purpose, nor shall any use thereof be made which is objectionable to the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association. No docks, boat slips, bulkheads, mooring piling or any other construction, shall be erected on the waterfront without the written approval of the Residential Architectural Committee of the Habersham Harbour Homeowners Association. Review Committee of the Habersham Harbour Homeowners Association. Shoreline contours above or below water way not be changed, and no Lot shall be increased in size by filling in the waters on which it abuts. No part of any bulkhead or seawall now existing or hereafter installed by the Developer on the waterfront of any Lot shall be increased in height, except pursuant to a common plan approved in writing by the Residential Architectural Committee of the Habersham Homeowners Association.

## ARTICLE IX

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

## ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, 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.

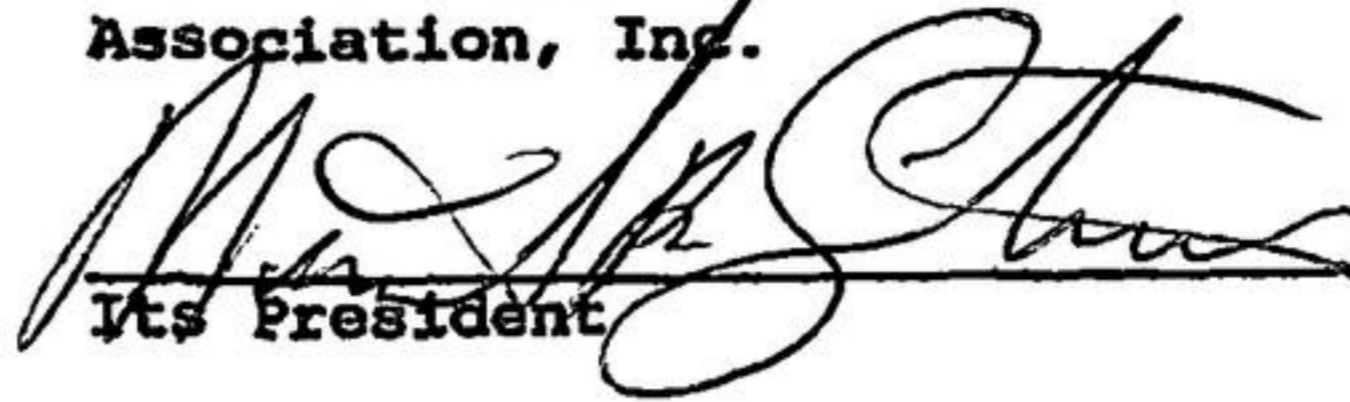
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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 during the first twenty (20) year period by an instrument signed by not less than 66-2/3% of the Lot Owners, and thereafter by an instrument signed by not less than 51% of the Lot Owners. Any amendment must be recorded.

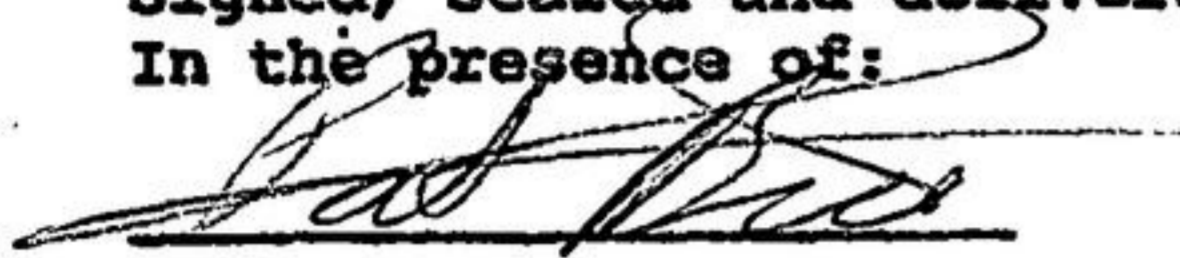
Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Association has caused these Covenants and Restrictions to be executed by its duly authorized officers, and its corporate seal to be affixed at C. L. P. S. County, Florida this 25th day of MARCH, 2022

Habersham Harbour Homeowners Association, Inc.

  
Its President

Signed, sealed and delivered  
In the presence of:


  
Alice E. Stiles

HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC.

Est. May 11, 1987

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of March, 2021 by Michael Streebing, agent of Habersham Harbour Homeowners Association, Inc., who  is personally known or  has produced a FL# driver license as identification.

  
Notary Public  
My commission expires: 3/8/24

Kim McGoough  
Notary Public State of Florida

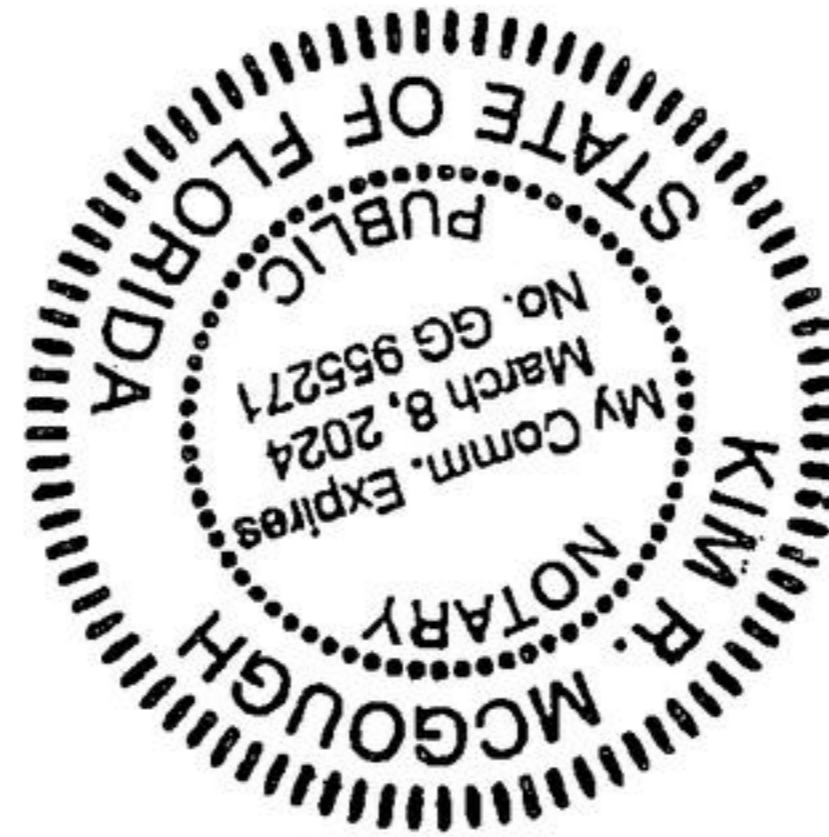


EXHIBIT "A"

A portion of Government Lot 4, Section 31; a portion of the East 1/2 of the Southwest 1, Section 31, and a portion of the E. A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida; together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, all in Township 5 South, Range 26 East, Clay County, Florida; all being more particularly described as follows: For a Point of Reference commence at the intersection of the westerly right-of-way line of Lake Shore Drive West, (a 66-foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100-foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line of State Road No. 220, said curve being concave to the southeast and having a radius of 3,869.72 feet, a chord distance of 247.67 feet to a point for a Point of Beginning. The Dearing of the aforementioned chord being South 79° 11' 13" West.

From the Point of Beginning thus described continue in a southwesterly direction along arc of last mentioned curve, a chord bearing and distance of South 73° 41' 51" West, 493.47 feet to the Point of Tangency of said curve; run thence South 70° 02' 30" West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of Said County in Deed Book 27, Pages 433 and 434; run thence North 29° 47' 07" West, along the easterly line of last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of aforementioned Township 4 South from Township 5 South; run thence South 74° 39' 55" West, along the northerly line of said Deed Book 27, Pages 433 and 434, a distance of 860. feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanderings of said mean high water line of Swimming Pen Creek, a distance of 1,085 feet, more or less, to a point; run thence North 80° 00' 00" East, a distance of 198 feet, more or less, to a point; run thence North 43° 02' 18" East, a distance of 144.27 feet to a point; run thence South 44° 47' 36" East, a distance of 125.0 feet to a point; run thence South 68° 40' 39" East, a distance of 67.48 feet to a point; run thence South 35° 34' 30" East, a distance of 124.85 feet to a point; run thence South 10° 38' 11" West, a distance of 81.54 feet to a point; run thence South 16° 34' 56" East, a distance of 216.37 feet to a point; run thence North 83° 00' 55" East, a distance of 247.47 feet to a point; run thence South 89° 46' 05" East, a distance of 1,066.47 feet to a point; run thence South 00° 13' 55" west., a distance of 125.0 feet to a point; run thence South 89° 46' 05" East, a distance of 48.37 feet to a point; run thence South 00° 13' 55" West, a distance of 60.0 feet to a point; run thence South 15° 33' 11" West, a distance of 134.79 feet to a point; run thence South 15° 09' 54" East, a distance of 174.20 feet to the Point or Beginning.

EXHIBIT "B"

Government Lot 4 Section 31; a portion of the East 1/2 of the Southwest 1/4 Section 31, and a part of the E.A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida. Together with a portion of Government Lots 5 and 6, Section 6, and a portion of the E.A. Ferguson Grant, Section 42, in Township 5 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the intersection of the westerly right-of-way line of Lake Shore Drive West (a 66' foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100' foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line, said curve being concave to the southeast, and having a radius of 3,869.72 feet, a chord distance of 740.38 feet to the Point of Tangency of said curve; the bearing of the aforementioned chord being South 75° 31' 53" West; run thence South 70° 02' 30" West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of said County in Deed Book 27, pages 433 and 434; run thence North 29° 47' 07" West, along the easterly line of said last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson, Grant with the dividing line of Township 4 South from Township 5 South; run thence South 74° 39' 55" West, along the northerly line of said Deed Book 27, pages 433 and 434, a distance of 860 feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanders of said mean high water line of Swimming Pen Creek and the mean high water line of Doctors Lake, a distance of 1,900 feet more or less, to the intersection of said mean high water line with the northerly line of said Government Lot 4, Section 31; run thence South 89° 46' 05" East, along last mentioned northerly line, a distance of 1,950 feet, more or less, to a concrete monument at the northeast corner of said Government Lot 4, Section 31; run thence South 89° 32' 10" East, a distance of 302.35 feet to a concrete monument on the said westerly right-of-way line of Lake Shore Drive West; run thence South 04° 50' 24" East, along last mentioned westerly right-of-way line, a distance of 1,369.63 feet to the Point Of Beginning.

Excepting therefrom the following described property:

Exhibit "A"

A portion of Government Lot 4, Section 31; a portion of the East 1/2 of the Southwest 1/4 Section 31, and a portion of the E. A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida; together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, all in Township 5 South, Range 26 East, Clay County, Florida; all being more particularly described as follows: For a Point of Reference commence at the intersection of the westerly right-of-way line of Lake Shore Drive West, (a 66-foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100-foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line of State Road No. 220, said curve being concave to the southeast and having a radius of 3,869.72 feet, a chord distance of 247.67 feet to a point for a Point of Beginning. The Bearing of the aforementioned chord being South 79° 11' 13" West.

From the Point of Beginning thus described continue in a southwesterly direction along arc of last mentioned curve, a chord bearing and distance of South 73°41'51" West, 493.47 feet to the Point of Tangency of said curve; run thence South 70° 02' 30" West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of Said County in Deed Book 27, Pages 433 and 434; run thence North 29° 47' 07" West, along the easterly line of last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of aforementioned Township 4 South from Township 5 South; run thence South 74° 39' 55" West, along the northerly line of said Deed Book 27, Pages 433 and 434, a distance of 860. feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanderings of said mean high water line of Swimming Pen Creek, a distance of 1,085 feet, more or less, to a point; run thence North 80° 00' 00" East, a distance of 198 feet, more or less, to a point; run thence North 43° 02' 18" East, a distance of 144.27 feet to a point; run thence South 44° 47' 36" East, a distance of 125.0 feet to a point; run thence South 68° 40' 39" East, a distance of 67.48 feet to a point; run thence South 35° 34' 30" East, a distance of 124.85 feet to a point; run thence South 10° 38' 11" West, a distance of 81.54 feet to a point; run thence South 16° 34' 56" East, a distance of 216.37 feet to a point; run thence North 83° 00' 55" East, a distance of 247.47 feet to a point; run thence South 89° 46' 05" East, a distance of 1,066.47 feet to a point; run thence South 00' 13' 55" west., a distance of 125.0 feet to a point; run thence South 89° 46' 05" East, a distance of 48.37 feet to a point; run thence South 00° 13' 55" West, a distance of 60.0 feet to a point; run thence South 15° 33' 11' West, a distance of 134.79 feet to a point; run thence South 15° 09' 54" East, a distance of 174.20 feet to the Point or Beginning.

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Owner</b>	<b>Legal Description</b>
<b>Ronald Bruce Ayers, Trustee &amp; Diane P Ayres, Trustee</b>	<b>Lot 7 Blk 4 Habersham Harbour Unit 1 as rec OR 1415 PG 1733 &amp; 4083 PG 872</b>
<b>George Alton Waschka, Jr &amp; Mary Howell Waschka</b>	<b>Lot 8 Blk 4 Habersham Harbour Unit 1 as rec O R 4412 PG 740</b>
<b>Conrad L Fiser, Jr &amp; Moreno Zalda Vega</b>	<b>Lot 1 Blk 4 Habersham Harbour Unit 1 as rec O R 3534 PG 72</b>
<b>Joshua Blackwell &amp; Ashley Blackwell</b>	<b>Lot 1 Blk 5 Habersham Harbour Unit 1 as rec O R 3731 PG 645</b>
<b>Mark H Myers &amp; Habiba M Myers</b>	<b>PT of Lot 2 Blk 5 Habersham Harbour Unit 1 as rec O R 3642 PG 1057</b>
<b>Aljan Fadel</b>	<b>Lot 1 Blk 3 Habersham Harbour Unit 1 as rec O R 3969 PG 1309</b>
<b>Thomas L Ramey &amp; Kelly V Ramey</b>	<b>Lot 2 Blk 3 Habersham Harbour Unit 1 as rec O R 1454 PG 518</b>
<b>Patrick William O'Brien &amp; Debra Isaac O'Brien</b>	<b>Lot 6 Blk 1 Habersham Harbour Unit 1 as rec O R 1698 PG 1665 1705 PG 1949;3717 PG 346 &amp; 3894 PG 1570</b>
<b>Steven Hunsberger &amp; Candace Hunsberger</b>	<b>Lot 3 Blk 3 Habersham Harbour Unit 1 as rec O R 4308 PG 1127</b>
<b>Matthew R Hobson &amp; Stacey L Hobson</b>	<b>Lot 7 Blk 1 Habersham Harbour Unit 1 as rec O R 3472 PG 2041</b>
<b>Ronald W Kraus Trustee &amp; Deborah R Kraus Trustee</b>	<b>Lot 4 Blk 3 Habersham Harbour Unit 1 as rec O R 1395 PG 166 &amp; 4259 PG 1021</b>
<b>Bruce A Ashline &amp; Leisa K Ashline</b>	<b>Lot 8 Blk 1 Habersham Harbour Unit 1 as rec O R 1342 PG 409</b>
<b>Howard E Bedee &amp; Sheryl S Bedee</b>	<b>Lot 5 Blk 3 Habersham Harbour Unit 1 as rec O R 1356 PG 191</b>
<b>Winston R Millican &amp; Patricia Millican</b>	<b>Lot 9 Blk 1 Habersham Harbour Unit 1 as rec O R 1480 PG 224</b>
<b>Sharon R Gladden &amp; Jennifer D Zidlicky</b>	<b>Lot 6 Blk 3 Habersham Harbour Unit 1 as rec O R 1321 PG 473</b>
<b>James Michael Lodge &amp; Ruth I Lodge</b>	<b>Lot 10 Blk 1 Habersham Harbour Unit 1 as rec O R 2870 PG 1210</b>
<b>Richard W Vernon &amp; Lynn C Vernon</b>	<b>Lot 7 Blk 3 Habersham Harbour Unit 1 as rec O R 1557 PG 1745</b>
<b>Jack R Strickland &amp; Janice D Strickland</b>	<b>Lot 11 Blk 1 Habersham Harbour Unit 1 as rec O R 1625 PG 862</b>
<b>Lousie Moore Trustee</b>	<b>Lot 2 Blk 2 Habersham Harbour Unit 1 as rec O R 1141 PG 274 2957 PG 1624FJ; 2976 PG 66 &amp; 3587 PG 774</b>
<b>Peter B Wann &amp; Susan L Wann</b>	<b>Lot 1 Blk 2 Habersham Harbour Unit 1 as rec O R 1334 PG 136 &amp; 1494 PG 248</b>
<b>Luke T Anglemire &amp; Sarah K Anglemire</b>	<b>Lot 8 Blk 5 Habersham Harbour Unit 1 as rec O R 4257 PG 430</b>

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Paul P Hubert &amp; Anne M Hubert</b>	<b>Lot 4 Blk 4 Habersham Harbour Unit 1 as rec O R 1578 PG 346</b>
<b>Gregory W Bowers</b>	<b>Lot 3 Blk 4 Habersham Harbour Unit 1 as rec O R 2982 PG 2186 &amp; 3214 PG 1113FJ Lot 5 Blk 1 Habersham Harbour Unit 1 as rec O R 1525 PG 1852</b>
<b>Nancy G Wines</b>	
<b>William J Higgins Trustee &amp; Marjorie D Higgins Trustee</b>	<b>Lot 2 Blk 4 Habersham Harbour Unit 1 as rec O R 966 PG 396 &amp; 3597 PG 1662</b>
<b>Robert K Wade &amp; Deborah J Wade</b>	<b>Lot 4 Blk 1 Habersham Harbour Unit 1 as rec O R 1458 PG 10 Lot 3 Blk 1 Habersham Harbour Unit 1 as rec O R 1087 PG 338 EX PT O R 1555 PG 232 RD R\W</b>
<b>Stephen E Stafford &amp; Annette Z Stafford</b>	
<b>Pamela C Ball &amp; Jimmy F Ball Jr</b>	<b>Lot 2 Blk 1 Habersham Harbour Unit 1 as rec O R 2533 PG 1403 PR Lot 1 Blk 1 Habersham Harbour Unit 1 as rec O R 1804 PG 179 &amp; 2738 PG 1820 EX PT O R 1552 PG 829 RD R\W</b>
<b>Joseph P White &amp; Charlotte A White</b>	
<b>Keith Leon Schnier &amp; Camille Rita Schnier</b>	<b>Lot Blk 2 Habersham Harbour Unit 1 as rec O R 1530 PG 1266 &amp; 4090 PG 857 Lot 11 Blk 3 Habersham Harbour Unit 1 as rec O R 1742 PG 1050</b>
<b>John L Ward &amp; Carolyn S Ward</b>	
<b>Celvin M Spears</b>	<b>Lot 9 Blk 2 Habersham Harbour Unit 1 as rec O R 1893 PG 988</b>
<b>Stephen McCormick Trustee &amp; Karen McCormick Trustee</b>	<b>Lot 8 Blk 2 Habersham Harbour Unit 1 as rec O R 3573 PG 497 &amp; 3992 PG 845</b>
<b>John D Fowler &amp; Mary D Fowler</b>	<b>Lot 10 Blk 3 Habersham Harbour Unit 1 as rec O R 1419 PG 1152 Lot 7 Blk 2 Habersham Harbour Unit 1 as rec O R 1132 PG 374</b>
<b>Paul F Eddy &amp; Virginia F Eddy</b>	
<b>Rusty Peery</b>	<b>Lot 6 Blk 2 Habersham Harbour Unit 1 as rec O R 3642 PG 745; 3652 PGS 216 &amp; 255; 3652 PG 216 &amp; 3652 PG 255</b>
<b>Rustie Lee Hibbard &amp; Etta Hibbard</b>	<b>Lot 9 Blk 3 Habersham Harbour Unit 1 as rec O R 1323 PG 669</b>
<b>Kenneth L Haizlip &amp; Beth D Haizlip</b>	<b>Lot 5 Blk 2 Habersham Harbour Unit 1 as rec O R 1451 PG 1751</b>
<b>Kellen Irons Baker &amp; Matthew Keith Baker</b>	<b>Lot 8 Blk 3 Habersham Harbour Unit 1 as rec O R 4337 PG 524 Lot 4 Blk 2 Habersham Harbour Unit 1 as rec O R 1412 PG 1795</b>
<b>Thomas J Follis &amp; Janice R Follis</b>	
<b>John T Unger &amp; Kim Unger</b>	<b>Lot 3 Blk 2 Habersham Harbour Unit 1 as rec O R 2671 PG 788</b>
<b>George C Lewis &amp; Karen D Lewis</b>	<b>Lot 17 Blk 5 Habersham Harbour Unit 2 as rec O R 1828 PG 1930</b>

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Robert S Gray &amp; Kathleen P Gray</b>	<b>Lot 5 Blk 4 Habersham Harbour Unit 2 as rec O R 1562 PGS 1012 &amp; 1013</b>
<b>Heyward T Whiddon &amp; Yuriko Whiddon</b>	<b>Lot 18 Blk 5 Habersham Harbour Unit 2 as rec O R 2734 PG 665</b>
<b>Hector Villafane &amp; Concepcion Villafane</b>	<b>Lot 29 Blk 5 Habersham Harbour Unit 2 as rec O R 1421 PG 408</b>
<b>James C Dorschel &amp; Duska M Dorschel</b>	<b>Lot 22 Blk 3 Habersham Harbour Unit 2 as rec O R 1405 PG 210</b>
<b>Norma J Wasson</b>	<b>Lot 30 Blk 3 Habersham Harbour Unit 2 as rec O R 1446 PG 57 &amp; 1835 PG 337</b>
<b>Todd Eric Hickox &amp; Heather Hickox</b>	<b>Lot 23 Blk 3 Habersham Harbour Unit 2 as rec O R 4175 PG 664</b>
<b>Bruce A Hellen &amp; Renee S Hellen</b>	<b>Lot 29 Blk 3 Habersham Harbour Unit 2 as rec O R 1408 PG 952</b>
<b>Robert P Garbecki &amp; Sheila Garbecki</b>	<b>Lot 24 Blk 3 Habersham Harbour Unit 2 as rec O R 1736 PG 937</b>
<b>William P Thaw &amp; Ria P Thaw</b>	<b>Lot 28 Blk 3 Habersham Harbour Unit 2 as rec O R 2507 PG 1977, 4240 PG 1466</b>
<b>Bernard L Naftal &amp; Barbara L Naftal</b>	<b>Lot 25 Blk 3 Habersham Harbour Unit 2 as rec O R 1610 PG 1603</b>
<b>Thomas Kotheimer Jr Trustee &amp; Kathleen Kotherimer</b>	<b>Lot 27 Blk 3 Habersham Harbour Unit 2 asz rec O R 1460 PG 350; 3765 PG 1438 &amp; 4153 PG 275</b>
<b>Richard M Trache &amp; Carol R Trache</b>	<b>Lot 26 Blk 3 Habersham Harbour Unit 2 as rec O R 1409 PG 1804</b>
<b>Arthur M Wildman Jr &amp; Rita F Wildman</b>	<b>Lot 18 Blk 2 Habersham Harbour Unit 2 as rec O R 1522 PG 889</b>
<b>Ian N Giddens &amp; Amanda U Giddens</b>	<b>Lot 17 Blk 2 Habersham Harbour Unit 2 as rec O R 3857 PG 1365</b>
<b>Phillip David Strickland &amp; Venus Magallanes Strickland</b>	<b>Lot Blk 2 Habersham Harbour Unit 2 as rec O R 1615 PG 667, 4151 PG 601, 4309 PG 1315 (remainder interest only), 4309 PG 1317 (corrective deed), 4311 PG 1588 (remainder interest only), 4311 PG 1588</b>
<b>Lisa Dease &amp; Keith Dease</b>	<b>Lot 16 Blk 2 Habersham Harbour Unit 2 as rec O R 4249 PG 620</b>
<b>Justin W Mazza &amp; Emily H Mazza</b>	<b>Lot 16 Blk 3 Habersham Harbour Unit 2 as rec O R 3993 PG 440</b>
<b>George W Heath &amp; Mary Rhonda Heath</b>	<b>Lot 15 Blk 2 Habersham Harbour Unit 2 as rec O R 3848 PG 2135</b>
<b>Esteban C Rodriguez &amp; Adoracion E Rodriguez</b>	<b>Lot 15 Blk 3 Habersham Harbour Unit 2 as rec O R 4389 PG 1850</b>
<b>Jack Deford</b>	<b>Lot 14 Blk 2 Habersham Harbour Unit 2 as rec O R 4429 PG 68</b>
<b>Kurt Musgrove &amp; Yvette Musgrove</b>	<b>Lot 13 Blk 2 Habersham Harbour Unit 2 as rec O R 2068 PG 1597</b>

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Jennifer Anderson &amp; Robert Anderson</b>	<b>Lot 13 Blk 3 Habersham Harbour Unit 2 as rec O R 3703 PG 1840</b>
<b>Milton P Switanek &amp; Lillie E Switanek</b>	<b>Lot 12 Blk2 Habersham Harbour Unit 2 as rec O R 3423 PG 1540</b>
<b>Timothy M Leuschner &amp; Shirley Kane</b>	<b>Lot 12 Blk 3 Habersham Harbour Unit 2 as rec O R 1491 PG 1477 &amp; 4315 PG 748</b>
<b>Bret M Anderson &amp; Asa M Anderson</b>	<b>Lot 11 Blk2 Habersham Harbour Unit 2 as rec O R 2955 PG 1393</b>
<b>Robert E Murphy &amp; Patra Murphy</b>	<b>Lot 31 Blk3 Habersham Harbour Unit 2 as rec O R 2264 PG 868</b>
<b>Jack G Milliard Jr &amp; Margorie B Millard</b>	<b>Lot 46 Blk 3 Habersham Harbour Unit 2 as rec O R 1387 PG 2033</b>
<b>William Owen Chesser Jr &amp; Vanessa P Chesser</b>	<b>Lot 32 Blk3 Habersham Harbour Unit 2 as rec O R 1387 PG 671</b>
<b>Steven G Ruplinger</b>	<b>Lot 45 Blk 3 Habersham Harbour Unit 2 as rec O R 1394 PG 448 2575 PG 1897 F/J &amp; 2744 PG 856</b>
<b>Barbara A Kopit</b>	<b>Lot 33 Blk3 Habersham Harbour Unit 2 as rec O R 2224 PG 1024</b>
<b>Gerald K Smith</b>	<b>Lot 44 Blk 3 Habersham Harbour Unit 2 as rec O R 1396 PG 1227</b>
<b>Olivia F Willis</b>	<b>Lot 34 Blk3 Habersham Harbour Unit 2 as rec O R 1395 PG 721</b>
<b>Neil Sanders &amp; Deborah L Sanders</b>	<b>Lot 43 Blk 3 Habersham Harbour Unit 2 as rec O R 1730 PG 1193</b>
<b>Jimmy R Jewell &amp; Tammy S Jewell</b>	<b>Lot 35 Blk 3 Habersham Harbour Unit 2 as rec O R 2905 PG 589</b>
<b>Michael Schoenfeld</b>	<b>Lot 42 Blk 3 Habersham Harbour Unit 2 as rec O R 2558 PG 1436 &amp; 4243 PG 298</b>
<b>Michael A Streebing</b>	<b>Lot 36 Blk 3 Habersham Harbour Unit 2 as rec O R 1414 PG 1586; 1537 PG 1924 FJ 3662 PG 1353 &amp; 4088 PG 133 FJ</b>
<b>Matthew J Manibusan &amp; Jeanette M Manibusan</b>	<b>Lot 41 Blk 3 Habersham Harbour Unit 2 as rec O R 3625 PG 1361</b>
<b>Daniel E Matthews</b>	<b>Lot 37 Blk 3 Habersham Harbour Unit 2 as rec O R 1414 PG 2230</b>
<b>Chad L Jones &amp; Amanda H Jones</b>	<b>Lot 40 Blk 3 Habersham Harbour Unit 2 as rec O R 4412 PG 676</b>
<b>Loraine Ellis Roberts</b>	<b>Lot 38 Blk 3 Habersham Harbour Unit 2 as rec O R 3746 PG 586</b>
<b>Vincent J Hare &amp; Ellen S Hare</b>	<b>Lot 39 Blk 3 Habersham Harbour Unit 2 as rec O R 1326 PG 465</b>
<b>Matthew G McCormack &amp; Katie McCormack</b>	<b>Lot 30 Blk 5 Habersham Harbour Unit 2 as rec O R 4014 PG 424</b>
<b>Anthony J Pudoff &amp; Sandra E Pudoff</b>	<b>Lot 23 Blk 2 Habersham Harbour Unit 2 as rec O R 2394 PG 789</b>

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Kathryn Alison King &amp; Adrian Lee King</b>	<b>Lot 22 Blk 2 Habersham Harbour Unit 2 as rec O R 1699 PG 1602 &amp; 4312 PG 1623</b>
<b>Alan A Hofmeister &amp; Janet E Hofmeister</b>	<b>Lot 21 Blk3 Habersham Harbour Unit 2 as rec O R 2092 PG 449</b>
<b>Roy C Clark &amp; Jayne W Clark</b>	<b>Lot 21 Blk 2 Habersham Harbour Unit 2 as rec O R 1414 PG 1139 &amp; 1441 PG 433</b>
<b>David M Yost &amp; Cynthia H Yost</b>	<b>Lot 20 Blk 3 Habersham Harbour Unit 2 as rec O R 2907 PG 948</b>
<b>Jamie Andres Echeverry Raymond E Demming Jr Trustee &amp; Raymond E Demming Jr Living Trust 3/2/2001</b>	<b>Lot 20 Blk 2 Habersham Harbour Unit 2 as rec O R 3728 PG 1964</b>
<b>Colleen A Fields</b>	<b>Lot 19 Blk 3 Habersham Harbour Unit 2 as rec O R 1416 PG 703; 3183 PG 1986 &amp; 4080 PG 1948</b>
<b>Melvin T Coffman &amp; Sonya Roberts</b>	<b>Lot 19 Blk 2 Habersham Harbour Unit 2 as rec O R 2427 PG 1039</b>
<b>Timothy Lee Ellis &amp; Heidi Ellis</b>	<b>Lot 18 Blk 3 Habersham Harbour Unit 2 as rec O R 1426 PG 1562</b>
<b>Christine C Rodriguez</b>	<b>Lot 23 Blk 5 Habersham Harbour Unit 3 as rec O R 4436 PG 499</b>
<b>Donald L Oxley &amp; Roberta A Oxley</b>	<b>Lot 24 Blk 5 Habersham Harbour Unit 3 as rec O R 3706 PG 30; 4078 PG 214 &amp; 4083 PG 540</b>
<b>Melissa Griswold &amp; Martin Griswold</b>	<b>Lot 22 Blk 5 Habersham Harbour Unit 3 as rec O R 1760 PG 2164</b>
<b>Edwin R Bergeron &amp; Miriam H Bergeron</b>	<b>Lot 25 Blk 5 Habersham Harbour Unit 3 as rec O R 4382 LOT 1097</b>
<b>John C Velez &amp; Michelle Johnson</b>	<b>Lot 21 Blk 5 Habersham Harbour Unit 3 as rec O R 3488 PG 1757</b>
<b>David L Snare &amp; Gladys Snare</b>	<b>Lot 26 Blk 5 Habersham Harbour Unit 3 as rec O R 1492 PG 1516, 4258 PG 1944 &amp; 4272 PG 104</b>
<b>Gerald Steverson &amp; Lori Steverson</b>	<b>Lot 27 Blk 5 Habersham Harbour Unit 3 as rec O R 1614 PG 311</b>
<b>Bruce McCurdy &amp; Fay McCurdy</b>	<b>Lot 19 Blk 5 Habersham Harbour Unit 3 as rec O R 1730 PG 1211</b>
<b>Eric L King &amp; Heather B Wood</b>	<b>Lot 28 Blk 5 Habersham Harbour Unit 3 as rec O R 1512 PG 88</b>
<b>Robert T Salgado &amp; Louise M Salgado</b>	<b>PT of Lot 4 &amp; 5 Blk 5 Habersham Harbour Unit 3 as rec O R 3673 PG 794</b>
<b>Richard L Baker &amp; Maureen A Baker</b>	<b>PT of Lot 4 &amp; 5 Blk 5 Habersham Harbour Unit 3 as rec O R 1498 PG 1704 &amp; 1567 PG 322 EX PT O R 1553 PG 1786 &amp; RD R/W</b>
	<b>Lot 6 Blk5 Habersham Harbour Unit 3 as rec O R 1803 PG 1719</b>

**Parcels Subject to Covenants, Conditions Restrictions**

<b>Milton P Switanek &amp; Lillie E Switanek</b>	<b>Lot 3 Blk 5 Habersham Harbour Unit 3 as rec O R 2072 PG 1427 EX PT O R 1558 PG 1002 RD R/W</b>
<b>Eric S Wetzel &amp; Madeline O Wetzel</b>	<b>Lot 7 Blk 5 Habersham Harbour Unit 3 as rec O R 4101 PG 1155</b>
<b>Raymond P Harris Trustee &amp; Debra W Harris Trustee</b>	<b>Lot 6 Blk 4 Habersham Harbour Unit 3 as rec O R 2230 PG 1144 &amp; 3167 PG 2013</b>
<b>Thomas A Garneau &amp; Eileen Garneau</b>	<b>Lot 11 Blk 5 Habersham Harbour Unit 3 as rec O R 4225 PG 678</b>
<b>Krista A Frances</b>	<b>Lot 10 Blk 5 Habersham Harbour Unit 3 as rec O R 3551 PG 1266</b>
<b>Gilbert Gonzalez</b>	<b>Lot 13 Blk 5 Habersham Harbour Unit 3 as rec O R 2371 PG 673; 2992 PG 2043FJ &amp; 3011 PG 326</b>
<b>Progress Residential Borrower 5 LLC</b>	<b>Lot 14 Blk 5 Habersham Harbour Unit 3 as rec O R 3792 POG 1977; 3884 PG 1251 &amp; 4130 PG 261</b>
<b>John R Vick &amp; Shawn L Vick</b>	<b>Lot 9 Blk 5 Habersham Harbour Unit 3 as rec O R 4138 PG 1392</b>
<b>Daniel W Norton &amp; Shirley J Norton</b>	<b>Lot 5 Blk 5 Habersham Harbour Unit 3 as rec O R 1495 PG 1525, 4210 PG 984, 4384 PG1988</b>
<b>Marilyn Frances Tankersley</b>	<b>Lot 16 Blk 5 Habersham Harbour Unit 3 as rec O R 1482 PG 1569 1783 PG 1306 &amp; 1786 PG794</b>
<b>James F Dennis</b>	<b>Lot 35 Blk 5 Habersham Harbour Unit 3 as rec O R 1521 PG 1031</b>
<b>Mark S Spiller &amp; Jessica L Spiller</b>	<b>Lot 28 Blk 2 Habersham Harbour Unit 3 as rec O R 3927 PG 2167</b>
<b>Alice E Stiles</b>	<b>Lot 34 Blk 5 Habersham Harbour Unit 3 as rec O R 1499 PG 1486</b>
<b>Tyler W Mosteller &amp; Elizabeth M Mosteller</b>	<b>Lot 27 Blk 2 Habersham Harbour Unit 3 as rec O R 3906 PG 1940</b>
<b>Stephanie Suzanne Price &amp; Robert Richard Price</b>	<b>Lot 33 Blk 5 Habersham Harbour Unit 3 as rec O R 4352 PG 49</b>
<b>John W Henson &amp; Karen W Henson</b>	<b>Lot 26 Blk 2 Habersham Harbour Unit 3 as rec O R 3983 PG 1684</b>
<b>Julian W Barrs &amp; Sara H Barrs</b>	<b>Lot 32 Blk 5 Habersham Harbour Unit 3 as rec O R 1514 PG 1773</b>
<b>Charles C McGill &amp; Mildred L McGill</b>	<b>Lot 25 Blk 2 Habersham Harbour Unit 3 as rec O R 1962 PG 1331</b>
<b>Donald G Turner Trustee &amp; Nina S Turner</b>	<b>Lot 31 Blk 5 Habersham Harbour Unit 3 as rec O R 1512 PG 715 &amp; 3412 PG 982</b>
<b>Thomas W Tilman Jr &amp; Gloria Tilman</b>	<b>Lot 24 Blk 2 Habersham Harbour Unit 3 as rec O R 1509 PG 1531</b>

**BY-LAWS  
OF  
HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION:** The name of the corporation is **HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12297 Hidden Hills Drive, Jacksonville, Florida, 32225, but meetings of members and directors may be held at such places within the State of Florida, in Duval or in Clay Counties as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to **HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, 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, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property developed as **HABERSHAM HARBOUR**, and such

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

Section 4. "Common Area" shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be that property more fully described in the Special Warranty Deed to be recorded in the public records of Clay County, Florida, within ninety (90) days of either the recordation of the Declaration of Covenants, Conditions and Restrictions for Habersham Harbour, Unit One, or the conveyance of the first lot, and any other property acquired by the Association, which is determined by the board of directors or members of the Association to be suitable for acquisition.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Unit" shall mean and refer to any Lot or Lots and portion of adjacent Lot (as allowed in Article III, Section 2, of the Declaration of Covenants, Conditions and Restrictions for Habersham Harbour, Unit One) improved with a completed residential unit.

Section 7. "Declarant" shall mean and refer to COLLIER CLASSIC HOMES, INC., and D.F. SERVICES, INC., both Florida corporations, their successors and assigns, if such successors or

assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Habersham Harbour, Unit One, applicable to the Properties recorded in the Official Records of Clay County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of six o'clock (6:00) p.m., unless waived by a majority of the directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president, by a majority of the Board of Directors or by a petition for same signed by one-third (1/3) of the Owners of the platted Lots existing on the date of such petition.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage pre-paid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast fifty-one (51%) of all the votes of both classes of membership as described in Article III, Section 2 of the Declaration, 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 Members or proxies entitled to cause one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE IV

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, except for the initial Board of Directors, which shall have no more than three (3) members who need not be members of the Association.

Section 2. Term of Office. All directors shall serve for a term of one year, or until successors are elected and installed.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

## NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members, who may be members of the Board of Directors or of the Association. The Nominating Committee shall be appointed by the Board of Directors and shall serve for a period of one (1) year, or until a new Nominating Committee has been appointed by the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may also be made from among members or non-members. Until the Association's control is passed from the Declarants, nominations for election to the Board of Directors may be made solely by either Declarant or by its successor.

Section 2. Election. Election to the Board of Directors shall be by direction of the Declarants or either Declarant or their successors, by majority of the original Board of Directors or by a secret written ballot. If election be by secret written ballot, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest

number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the directors, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, which notice may be waived.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct

of the Members and their guests using such Common Area and facilities, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the rights to the use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment or penalty levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary to accomplish the proper business of the Association and to prescribe the duties of such independent contractors or employees.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the

members at the annual meetings of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) advise every Owner subject thereto of each annual assessment; and

(3) record and foreclose the lien against any Lot or Lots for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same, as the directors, in their discretion, deem appropriate;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. The certificate issued shall be conclusive evidence of such assessment amount due;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board or shall continue to hold office until new officers are chosen, unless they shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment approved by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the case of special offices created pursuant to Section 4 of this Article. Provided, however, that a person holding another office (other than secretary or treasurer) may also serve as secretary or treasurer.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may

be required of him by the Board, and in the absence of the President from the area, may co-sign checks or promissory notes.

#### SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE IX

#### COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws, and an Architectural Control Committee

as to matters set forth in the Declaration of Habersham Harbour. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. In the event that the assessment is not paid on or before the 10th day of the month, a late penalty in the amount of Twenty-Five Dollars (\$25.00) may be assessed, as determined by a majority of the Board of Directors. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum, as determined by a majority of the Board of Directors in its absolute discretion.

The Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### ARTICLE XII

##### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference, the name of the Association and the year of its incorporation.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of [a quorum of members present,] the lots in this subdivision, the owners of which may cast one vote for each lot owned. Votes may be cast in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 15th day of June, 1987.

\_\_\_\_\_  
ELWOOD T. COLLIER

\_\_\_\_\_  
DONNA M. COLLIER

  
\_\_\_\_\_  
WILLIAM J. JOOS

\CORPS\BYLAWS-HH

ARTICLES OF INCORPORATION  
OF  
HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC.

FILED  
FEB 13 1983  
CLAY COUNTY, FLA.

In compliance with the requirements of Non Profit Corporation Law of the State of Florida, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Corporation not for profit and do hereby swear:

ARTICLE I

The name of the Corporation is HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 12297 Hidden Hills Drive, Jacksonville, Florida 32225.

ARTICLE III

ELWOOD T. COLLIER, JR., whose address is 12297 Hidden Hills Drive, Jacksonville, Florida 32225, is hereby appointed the initial Registered Agent of this Association, and his address is hereby designated as the initial registered office of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to be provided for maintenance and/or preservation and architectural control of the residential Lots, Units and Common Areas within that certain tract of property described on Exhibit "A" attached hereto and made a part hereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court, in and for Clay County, Florida, and as the same may be amended from time to time as therein provided, said

Declaration being incorporated herein as if set forth in length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes as shown on the plat of HABERSHAM HARBOUR, and subject to such conditions as may be agreed to by the members and subject to approval of Clay County, Florida. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of Declarant, as defined in the Declaration;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from membership of any Lot which is subject to assessment by the Association.

## ARTICLE VI

VOTING RIGHTS

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 member(s) shall be the Declarant (as defined in the Declaration), 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 at 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 January 1, 1992.

## ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, except for the initial Board of Directors, which shall have three (3) members, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Elwood T. Collier, Jr. President/Treasurer	12297 Hidden Hills Drive Jacksonville, Florida 32225
Donna M. Collier Vice President/Secretary	12297 Hidden Hills Drive Jacksonville, Florida 32225
William J. Jones	231 East Adams Street Jacksonville, Florida 32202

## ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created.

In the event that the application is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

Amendment of these Articles shall require the consent of seventy-five (75%) percent of the entire membership.

ARTICLE XI

INCORPORATORS

The name and addresses of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elwood T. Collier, Jr. President/Treasurer	12297 Hidden Hills Drive Jacksonville, Florida 32225
Donna M. Collier Vice President/Secretary	12297 Hidden Hills Drive Jacksonville, Florida 32225
William J. Jones	231 East Adams Street Jacksonville, Florida 32202

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association have executed these Articles of Incorporation, this 14th day May, 1980.

Elwood T. Collier, Jr.  
ELWOOD T. COLLIER, JR.

Donna M. Collier  
DONNA M. COLLIER

William J. Jones  
WILLIAM J. JONES

STATE OF FLORIDA )  
COUNTY OF DUVAL )

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ELWOOD T. COLLIER, JR., and DONNA M. COLLIER, to me well known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 14th day of May, 1980.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

FILED  
MAY 13 PM 3:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)  
COUNTY OF DUVAL )

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared WILLIAM J. JOOS, to me well known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation.

WJ WITNESS my hand and official seal in the County and State named above this day of May, 1987.

James H. Seigler  
NOTARY PUBLIC Notary Public, State Of Florida A  
My Commission Expires: My Commission Expires April 2,  
Under the 1975 Insurance Company of St

The undersigned having been named to accept service of process for the above stated Corporation, at the place designated in Article III of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of §48.091, Florida Statutes, relative to keeping an open said office.

Elwood T. Collier, Jr.  
ELWOOD T. COLLIER, JR.

FILED  
1987 MAY 13 PM 3:01  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA )  
COUNTY OF DUVAL )

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared WILLIAM J. JOOS, to me well known to be the person described as subscriber in and who executed the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 11th day of May, 1987.

*James H. Saylor*  
NOTARY PUBLIC Notary Public, State Of Florida A  
My Commission Expires: My Commission Expires April 21  
Granted By The State Insurance Company of Florida

The undersigned having been named to accept service of process for the above stated Corporation, at the place designated in Article III of the Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of §48.091, Florida Statutes, relative to keeping an open said office.

*Elwood T. Collier, Jr.*  
ELWOOD T. COLLIER, JR.

FILED  
MAY 13 PM 3:01  
TALLAHASSEE, FLORIDA

HABERSHAM HARBOUR - UNIT ONE

A portion of Government Lot 4, Section 31; a portion of the East 1/2 of the Southwest 1/4, Section 31, and a portion of the the E. A. Ferguson Grant, Section 48, All in Township 4 South, Range 26 East, Clay County, Florida; together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, all in Township 5 South, Range 26 East, Clay County, Florida; all being more particularly described as follows: For a point of reference commence at the intersection of the westerly right-of-way line of Lake Shore Drive West, (a 66 foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100 foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line of State Road No. 220, said curve being concave to the southeast and having a radius of 3,869.72 feet, a chord distance of 247.67 feet to a point for the Point of Beginning, the bearing of the aforementioned chord being South 79°11'13" West.

From the Point of Beginning thus described continue in a southwesterly direction along arc of last mentioned curve, a chord bearing and distance of South 73°41'51" West, 493.47 feet to the Point of Tangency of said curve; run thence South 70°02'30" West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of said County in Deed Book 27, Pages 433 and 434; run thence North 29°47'07" West, along the easterly line of last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of aforementioned Township 4 South from Township 5 South; run thence South 74°39'55" West, along the northerly line of said Deed Book 27, Pages 433 and 434, a distance of 860 feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanderings of said mean high water line of Swimming Pen Creek, a distance of 1,085 feet, more or less, to a point; run thence North 80°00'00" East, a distance of 198 feet, more or less, to a point; run thence North 43°02'18" East, a distance of 144.27 feet to a point; run thence South 44°47'36" East, a distance of 125.0 feet to a point; run thence South 68°40'39" East, a distance of 67.48 feet to a point; run thence South 35°34'30" East, a distance of 124.85 feet to a point; run thence South 10°30'11" West, a distance of 81.54 feet to a point; run thence South 16°34'56" East, a distance of 216.37 feet to a point; run thence North 83°00'55" East, a distance of 247.47 feet to a point; run thence South 89°46'05" East, a distance of 1,068.47 feet to a point; run thence South 00°13'55" West, a distance of 125.0 feet to a point; run thence South 89°46'05" East, a distance of 48.37 feet to a point; run thence South 00°13'55" West, a distance of 60.0 feet to a point; run thence South 15°33'11" West, a distance of 134.79 feet to a point; run thence South 15°09'54" East, a distance of 174.20 feet to the Point of Beginning.

Dale G. Westling, Sr., Esq.  
February 18, 2022  
Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

February 18, 2022

Dale G. Westling, Sr., Esq.  
Dale G. Westling, Sr., P.A.  
437 East Monroe Street  
Jacksonville, Florida 32202

**Re: Habersham Harbour Homeowners Association, Inc., Approval;  
Determination Number: 22027**

Dear Mr. Westling:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Habersham Harbour Homeowners Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
(850) 245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org) | [www.Twitter.com/FLDEO](http://www.Twitter.com/FLDEO) | [www.Facebook.com/FLDEO](http://www.Facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.