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Prepared by and return to:
Clifford B. Newton
Newton & Almand
10192 San Jose Boulevard
Jacksonville, Florida 32257

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARBOR ISLAND**

THIS DECLARATION is made on the date hereinafter set forth by HUTSON LAND COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all those certain properties in Clay County, Florida, being more particularly described as:

HARBOR ISLAND, UNIT ONE, according to the plat thereof recorded in Plat Book 28, pages 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46, 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, agreements 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. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Harbor Island Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

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 which is a part of the properties, including contract sellers, but



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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 which is a part of the properties, including contract sellers, but

excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" and "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

5. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

6. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

7. "Declarant" shall mean and refer to Hutson Land Company, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this Declaration.

8. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

9. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

10. "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book _____, pages _____, of the public records of Clay County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided.

11. "Nature Trail Easement" shall mean and refer to that certain easement granted to the Association in that certain Nature Trail Easement recorded in Official Records Book 1539, page 0327, of the public records of Clay County, Florida, a copy of which is attached to this Declaration as Exhibit "A". Where appropriate, the Nature Trail Easement shall be considered as part of the Common Area.

12. "Upland Temperate Hammock" shall mean and refer to that certain real property described in Exhibit "B" attached hereto. Said real property will be conveyed to the Association (subject to a reserved drainage easement which is more particularly described on the attached Exhibit "B") for use as a passive recreation area, and said use shall be subject to all of the restrictions imposed by the U. S. Army Corps of Engineers as set forth in the Grant of Conservation Easement recorded in Official Records Book 1541, page 0677, of the public records of Clay County, Florida, a copy of which is attached hereto as Exhibit "C".

"Preservation Parcel" shall mean and refer to Tract 38 as shown on the plat of Harbor Island Unit One which is to be conveyed to the Association.

Both the Upland Temperate Hammock and the Preservation Parcel shall be subject to the conditions enumerated in that certain development order issued by the Department of Community Affairs and recorded in Official Records Book 0975, page 607 (specifically referenced at page 627), as amended in Official Records Book 1449, page 0583 (specifically referenced at page 0585), of the public records of Clay County, Florida.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any 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 hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

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 its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

d) The right of Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas for the installation, maintenance and inspection of the utility and drainage systems, and for ingress, egress and access.