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**HERITAGE HILLS  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND DECLARATION OF LIEN RIGHTS**

THIS DECLARATION, made on the date hereinafter set forth by L-D Builders, Inc., hereinafter referred to as "Developer".

WITNESSETH

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

Lots 1 thru 48  
Heritage Hills, Unit 7, as recorded in Plat Book 24,  
pages 13 and 14 of the public records of Clay  
County, Florida.

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner, thereof.

**ARTICLE I  
DEFINITIONS**

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described above, (and such additions thereto from the lands of L-D Builders, Inc., located in Heritage Hills, as may hereafter be brought within the jurisdiction of the Association).

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties owned presently by L-D Builders, Inc., located in Heritage Hills.

Section 5. "Developer" shall mean and refer to L-D Builders, Inc., their successors and assigns.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, 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.

(Continued)

L-D Builders  
 2732 Newcaste Dr.  
 O.P. FL 32065  
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(Cont.)

The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

or

- (b) on December 31, 1996.

### ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, 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:

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

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Drainage and common areas located therein.

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

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Retention or Lake Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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

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

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

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

ARTICLE IV  
USE RESTRICTIONS

Section 1. Only single family residences with such other related buildings as are permitted in Section 2 will be allowed. Only one such single family residence with related buildings may be located on each lot or building plot.

Section 2. Related Buildings as defined herein may include a guest house, garage, servants quarters, a hot-house, a storage building for lawn and garden implements, a swimming pool with dressing rooms, an outdoor fireplace for cooking and/or a covered patio. If a guest house is constructed on any lot or building plot it shall only be built after the main residence is completed and occupied. No such guest house may contain cooking equipment and shall only be used to accommodate short term guests whose principal domicile is outside of the confines of Heritage Hills. No guest house will exceed 500 square feet in area including covered porches and shall not be closer than 25 feet to the principal residence. There shall be no carports and all garages shall either be detached or made a part of single family residence. All garages, whether attached to, or detached from, the residence shall be adequate for not less than two automobiles nor more than three automobiles and all openings therein shall have suitable doors and windows. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servant's quarters, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

Section 3. Fencing on inside and corner lots shall be allowed for rear and side yards only, as long as side yards comply with zoning and county requirements. Fencing for side yards common to side streets shall not be allowed to extend beyond the rear corner of said single family residence, or in no event closer than 25 feet from the street. No chain link or wire fencing shall be allowed. Fencing for rear yards shall not exceed six feet in height.

Section 4. No residence, related buildings or accessory structures to include walls, fences, driveways, swimming pools, play houses, patios, picnic areas, or permanent outdoor cooking facilities may be erected, placed or altered on said lots or building plot until the building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot or building plot and approximate square footage, construction schedule, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot or building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including for purely aesthetic reasons. In reviewing such plans and specifications the Developer may take into consideration the suitability of the materials of which the same are proposed to be built, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such improvements as viewed from neighboring properties. In the event the Developer fails to approve or disapprove such building plans and specifications within (30) days after the same have been submitted to it as required above, the approval of the Developer shall be presumed and the provisions of this paragraph 4 shall be deemed to have been complied with.

Section 5. No residence shall exceed two (2) full stories in height. No single story principal residence shall be built that contains less than 1200 square feet of floor area, nor shall the first floor on any residence having more than one story contain less than 900 square feet of floor area, nor shall the second floor contain less than 300 square feet of floor area. (Continued)

(Sect. 5 Cont.)

In measuring the square footage hereunder only space that is heated and/or cooled shall be included and porches, covered walkways, patios and garage are specifically excluded.

Section 6. Whenever there shall have been built or there shall exist on any lot or building plot any structure, building, thing, or condition which is in violation of these covenants and restrictions the Developer shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

Section 7. No shed, shack, lean-to, office or storage trailer, carport, or temporary sanitary toilet facilities shall be located on a lot for other than periods of construction of the principal residence and/or other permitted structures. Except as provided hereinabove, none of the named structures shall be permitted nor shall motor homes, campers, trailers or boats be kept on a lot or building plot unless housed in a permitted structure. A motor home, camper, trailer or boat may be kept on a lot or building plot outside of a permitted structure provided it is parked no closer than 50 feet to any street.

Section 8. Improvements to a lot or building plot shall be within the prescribed building set back lines. No part of any primary residence and attached garage, if any, shall be located closer to the front lot line than 25 feet or closer than 10 feet to a side lot line or closer than 25 feet to the rear lot line except for corner lots which shall require a minimum distance of 25 feet from any part of a primary residence and attached garage, if any, to the side street lot line. No part of any permitted detached related buildings shall be located closer to the front lot line than 50 feet or closer than 10 feet to a side or rear lot line except on a corner lot no such building shall be located closer to a side street than a distance of 25 feet.

Section 9. No animals, birds, or fowl shall be kept, permitted, raised or maintained within the confines of Heritage Hills, Unit Seven, except as permitted in this paragraph 9. Not more than two dogs, not more than two cats, not more than four birds (excluding parrots) and not more than four rabbits may be kept on a single lot or building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or constitute any annoyance or nuisance in the neighborhood or nearby property or be destructive of wildlife, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

Section 10. Any clothes lines which may be erected, house for garden tools, compost or piles of compost, top soils, fertilizers or things of like nature being temporarily stored for use on the subject premises shall be located in an area behind the house and shall be screened from view by an acceptable ornamental fence. No mail box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any lot or building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer.

Section 11. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any lot or building plot except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed 4 square feet in size, shall not extend more than 4 feet above the ground and shall be limited to one sign to a lot or building plot. The Developer may enter upon any lot or building plot and summarily remove any signs which do not meet the provisions of this paragraph.

Section 12. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for purposes of development of Heritage Hills.

Section 13. No illegal, noxious or offensive activity shall be carried on, or permitted, on any part of said land, nor shall anything be permitted or done thereon which is, or may become, a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

Section 14. No window air conditioning unit may be installed in or on any elevation of a residence where such elevation faces a street.

Section 15. All electric and other utility lines including telephone lines and connections between the main utilities 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 16. Central sewage treatment plant and collection system is provided and each owner of a platted lot or building plot shall, at his expense, connect his sewage disposal lines to the sewage collection line provided to serve that owner's platted lot or building plot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid on construction and connection charges established or approved by the Developer. After such connection, each such property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof.

Section 17. No artesian wells may be drilled or maintained on any platted lot or building plot without first obtaining the consent of the Developer. Rock wells may be drilled and maintained on any platted lot or building plot. However, the central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each platted lot or building plot, and each property owner at his expense shall connect his water lines to the water distribution main provided to serve that owner's platted lot or building plot and shall pay connection and water meter charges established or approved by the Developer. After such connections each property owner shall pay when due the periodic charges or rates for this service as established by the supplier thereof. No individual water supply system or well shall be permitted on any platted lot or building plot except solely to supply water for air conditioning and/or heating installations, irrigation purposes, swimming pools or other exterior use.

Section 18. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releaseable easement, privilege and right on, over and under the ground to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes, or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements whether or not shown on said plat (whether such easements are for drainage, utilities or other purposes) and on, in, over and under a ten (10) foot strip at the back of each lot and a five (5) foot strip at the front of each lot, and a ten (10) foot side strip of each lot. (Continued)

(Sect. 18, Cont.)

The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 18. The owner of any lot or building plot subject to the privileges, rights and easements referred to in this paragraph 18 shall acquire no right, title or interest in or to any poles, wires, cable, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements.

Section 19. The owner of each platted lot or building plot, whether such be improved or unimproved, shall keep same free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any platted lot or building plot fails to comply with the preceding sentence of this paragraph 19, the Developer shall have the right, but not the obligation, to go upon such property and to perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition as described herein, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

Section 20. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing by the Developer. In the event the Developer fails to act on any such written request within thirty (30) days after the same has been submitted to the Developer as required, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

Section 21. The Developer reserves and shall have the sole right:

- (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained,
- (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,
- (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said lot or building plot which do not lower the standards of the covenants and restrictions herein contained, and
- (d) to release any lot or building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

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

ARTICLE V  
GENERAL PROVISIONS

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

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

IN WITNESS WHEREOF, the undersigned, being the Developer herein, have hereunto set his hand and seal this 9th day of April, 1991.

Sherry A. Omstead

Ronald L. Smith  
Witness

Lawrence D. Nichols  
Lawrence D. Nichols, President

STATE OF FLORIDA  
COUNTY OF CLAY



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CLEAR OF COURT

