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Book: 1469
Page: 1655
Rec: 09/08/93
02:28 P.M.
File# 9327949
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Clay County, FL

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HERITAGE HILLS UNIT 8
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 39

HERITAGE HILLS UNIT 8, as recorded in Plat Book 25, pages 21 thru 23 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 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 Unit 8 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 "DEVELOPER", located in HERITAGE HILLS UNIT 8, 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 "DEVELOPER", located in HERITAGE HILLS UNIT 8.

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. 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 May 31, 1997.

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 therefore, 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 starting when the last "LOT" in the subdivision is conveyed to an "OWNER" 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 any 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 of 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 sufficient to cause a majority of all the votes of each class of membership shall constitute a quorum.

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

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

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

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

Section 10. Stormwater Management System. The "ASSOCIATION" shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns 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.

Section 11. Areas in Heritage Hills Unit 8 which have been designated as jurisdictional (or wetlands), are not to be cleared, or in any way disturbed, except by written permission from the St. Johns River Water Management and the Developer.

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 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 Unit 8. 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 1100 square feet of floor area, nor shall the first floor on any residence having more than one story contain less than 800 square feet of floor area, nor shall the second floor contain less than 300 square feet of floor area. 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. Residential buildings shall be erected according to the setback requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County. For the purpose of the COVENANTS AND RESTRICTIONS, side lot line shall mean the side line on any "LOT" on said plat or the line of any contiguous lots owned by the same purchaser at the boundary of the next "LOT" owned by him; provided, that where a building or buildings are erected on such contiguously owned lots, no building shall ever be closer than allowed by the requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County from any other building; however, easements and rights of way shall not be violated. Neither the provisions of this paragraph, nor any other paragraph contained in this document, shall serve to inhibit, abridge, curtail or thwart the entitlements of "DEVELOPER", its assigns or successors from construction and/or contracting for the construction of attached or narrow lot line types of housing on any Tracts recorded in the plat/replat.

Section 9. No animals, birds, or fowl shall be kept, permitted, raised or maintained within the confines of HERITAGE HILLS UNIT 8, 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 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 UNIT 8.

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". 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 plat, 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 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 AND 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 AND 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 15th day of July, 1993.

Sherry D. Olmstead
Witness

Ronald K. Smith
Witness

Lawrence D. Nichols
Lawrence D. Nichols, President

STATE OF FLORIDA
COUNTY OF CLAY