

5A

O. P. BRANCH

Return To:

This Document Prepared by:
Rhonda O'Brien
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257



Book: 2039
Page: 0466
Rec: 04/09/2002
09:19 AM
File# 200218534
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$235.50

**DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR
PINE LAKE UNIT ONE AT EAGLE HARBOR**

THIS DECLARATION is made this 26th day of March, 2002 by Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by **PINE LAKE OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Association") and **D.R. HORTON, INC.-JACKSONVILLE**, a Delaware corporation ("Horton").

WITNESSETH:

WHEREAS, Declarant is the owner of all lots within Pine Lake (as that term is hereinafter defined) not owned by Horton; and

WHEREAS, Horton is the owner of the land described on **Exhibit "E"** attached hereto; and

WHEREAS, Pine Lake is located in Clay County, Florida, and is legally described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant is developing Pine Lake as a planned, multi-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on **Exhibit "A"** attached hereto (the "Committed Property") and Horton joins with and consents to the imposition of such protective covenants, conditions and restrictions; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Pine Lake by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use

5A

O. P. BRANCH

Return To:

This Document Prepared by:
Rhonda O'Brien
Clifford B. Newton, P.A.
10192 San Jose Boulevard
Jacksonville, Florida 32257



Book: 2039
Page: 0466
Rec: 04/09/2002
09:19 AM
File# 200218534
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$235.50

**DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR
PINE LAKE UNIT ONE AT EAGLE HARBOR**

THIS DECLARATION is made this 26th day of March, 2002 by Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, duly authorized to do business in the State of Florida, its successor or assigns ("Declarant"), and joined in by **PINE LAKE OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit ("Association") and **D.R. HORTON, INC.-JACKSONVILLE**, a Delaware corporation ("Horton").

WITNESSETH:

WHEREAS, Declarant is the owner of all lots within Pine Lake (as that term is hereinafter defined) not owned by Horton; and

WHEREAS, Horton is the owner of the land described on **Exhibit "E"** attached hereto; and

WHEREAS, Pine Lake is located in Clay County, Florida, and is legally described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant is developing Pine Lake as a planned, multi-family residential community; and

WHEREAS, Declarant by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on **Exhibit "A"** attached hereto (the "Committed Property") and Horton joins with and consents to the imposition of such protective covenants, conditions and restrictions; and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without Pine Lake by deed, easement, or otherwise to the Association (which must accept the same), or Declarant may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use

and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 720, Florida Statutes, known as the Pine Lake Owners Association, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of Pine Lake, including the collection and disbursement of the "Operating Expenses" (as that term is hereinafter defined), all as more particularly set forth herein;

NOW, THEREFORE, Declarant declares that the Committed Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens, and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each "Owner" (as that term is hereinafter defined) thereof.

ARTICLE I

Definitions

The following words and phrases when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Access Area" shall mean and refer to that portion of each Improved Lot, which surrounds the exterior of the Dwelling Unit.

(b) "Adjacent Lot" shall mean and refer to that Lot or Lots immediately to either side of a Townhouse Lot.

(c) "Articles" shall mean and refer to the Articles of Incorporation of Pine Lake Owners Association, Inc., a Florida corporation not for profit, attached hereto as **Exhibit "B,"** as may be amended from time to time.

(d) "Association" shall mean and refer to the Pine Lake Owners Association, Inc., a Florida corporation not for profit, its successors or assigns, which has its principal place of business in Clay County, Florida. The Association is NOT a condominium association.

(e) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(f) "Building" shall mean and refer to a building in Pine Lake containing two or more attached Dwelling Units sharing party walls and a common roof.

(g) "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as **Exhibit "C,"** as may be amended from time to time.

(h) "Committed Property" shall mean and refer to the property described in **Exhibit "A"** attached hereto and made a part hereof or any additional property hereafter made subject to this Declaration by the Declarant in accordance with the provisions of this Declaration.

(i) "County" shall mean and refer to Clay County, Florida.

(j) "Declarant" shall mean and refer to Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, duly authorized to do business in the State of Florida, its designee, successors and assigns, and subsidiaries.

(k) "Declaration" shall mean and refer to this Declaration and General Protective Covenants for Pine Lake, as may be amended from time to time.

(l) "Development" shall mean and refer to the development area commonly known as Pine Lake.

(m) "Dwelling Unit" shall mean and refer to a residential townhouse unit in Pine Lake to be used as an abode for one family.

(n) "Improved Lot" shall mean and refer to any Townhouse Lot upon which a Dwelling Unit has been constructed.

(o) "Institutional Mortgagee" shall mean and refer to (a) a lending institution having a first mortgage lien upon a Lot including any of the following institutions: (a) Federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, or construct improvements upon the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Lot.

(p) "Landscape Easement" shall mean and refer to those areas depicted on the Site Plan (**Exhibit D**, attached hereto) as Landscape Easements. All Landscape Easements, shall be maintained by the Association, with such maintenance constituting a portion of the Common Expenses and all improvements located in such Landscape Easements shall be the property of the Association.

(q) "Lot" or "Townhouse Lot" means any platted lot, whether improved or unimproved, intended for the construction of a Dwelling Unit and located within the Committed Property.

(r) "Master Association" shall mean the Towncenter and East of 17 at Eagle Harbor Association.

(s) "Master Declaration" shall mean Towncenter and east of 17 at Eagle Harbor Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded December 5, 1997, in Official Records Book 1690, page 340, public records of Clay County, Florida.

(t) "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to the Association as described in this Declaration and in any other document governing Pine Lake, and include, but are not limited to, the costs and expenses incurred by the Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing improvements thereon, as well as expenses incurred by the Association in fulfilling its obligations under this Declaration and any other document governing Pine Lake, which mean and include the costs and expenses described in these documents as such and include regular and special assessments made by the Association in accordance with the terms hereof.

(u) "Owner" or "Lot Owner" shall mean and refer to the record owner (other than Declarant), whether one or more persons, firms or entities, who has acquired fee simple title to any Townhouse Lot.

(v) "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining structure, situate or intended to be situate on the boundary line between adjoining Lots.

(w) "Plat" shall mean and refer to the Subdivision Plat of Pine Lake Unit One as recorded at Official Records Book 36, Pages 78 through 90, inclusive, of the Public Records of Clay County, Florida.

(x) "Property Line" shall mean and refer to the perimeter boundary line of any Lot (hereinafter defined) within the Committed Property.

(y) "Site Plan" shall mean and refer to the graphic depiction of Pine Lake attached hereto as **Exhibit "D"** as may be amended from time to time.