

47
5 MIN. RETURN

Record and Return to
Brian M. Rowland
Brian Rowland, P.A.
P.O. Box 56047
Jacksonville, Florida 32241-6047
Florida Bar #: 550086

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
RAGGEDY POINT ESTATES**

THIS INSTRUMENT (the "Declaration") is made and effective on this 11 day of February, 2011, by the undersigned record owners of the lots located within the subdivision known and described herein as Raggedy Point Estates (collectively, as the declarant hereof, the "Owners"), and the Raggedy Point Estates Homeowner Association, Inc., a Florida non-profit corporation (the "Association").

WITNESSETH

WHEREAS, the Owners are owners of the real property situate, lying and being in Clay County, Florida, consisting of **Lots 1, 2, 3 and 4 as shown on Exhibit A** attached hereto which is incorporated herein by this reference. The above described property, constituting the real property described by **Exhibit A** is hereinafter, the "Subdivision";

WHEREAS, the Owners wish to subject and avail the Subdivision to the benefits and provisions hereof, to create a degree of uniformity within a residential community of single-family housing and to be members and operate the Association pursuant to applicable Florida law; and

WHEREAS, the Association desires to be the governing body of the Subdivision pursuant to applicable provisions of Florida law and to manage and govern the

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WHEREAS, the Owners wish to subject and avail the Subdivision to the benefits and provisions hereof, to create a degree of uniformity within a residential community of single-family housing and to be members and operate the Association pursuant to applicable Florida law; and

WHEREAS, the Association desires to be the governing body of the Subdivision pursuant to applicable provisions of Florida law and to manage and govern the

Subdivision by and through its members, directors and officers, as applicable.

NOW, THEREFORE, the Owners hereby declare that the real property described herein as the Subdivision, including the Common Areas (defined below) is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, the real property hereby made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof. Each of the covenants, conditions, restrictions, limitations and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed of conveyance from any Owner to any subsequent owner, whether a firm, person, corporation, or entity, conveying or affecting any of the Subdivision or the Common Areas. By acceptance of any deed conveying any portion of the Subdivision (or, if applicable, the Common Areas), the grantee therein shall be deemed to agree and to bind himself, herself or itself and all of their heirs, successors, legal representatives and assigns by the terms hereof and no part of the Subdivision (or the Common Areas) may be conveyed free from any of the terms or provisions contained herein unless such part shall be withdrawn from the Subdivision (or ceases to be Common Areas) pursuant to applicable Law or the terms hereof.

ARTICLE 1

DEFINITIONS

In addition to other words which are defined in this Declaration, the following words, when used in this Declaration or in any Supplementary Declaration, unless otherwise specifically defined herein or therein, shall have the following meanings:

1.1 “Amenities” means any improvement which is paid for by the Association and intended for use by all of the Owners, subject to the payment of assessments, for recreation, leisure or entertainment purposes, and the ingress and egress to such Amenities.

1.2 “Association” means Raggedy Point Estates Owner Association, Inc., a Florida non profit corporation, its successors and assigns. A true and correct copy of the Articles of Incorporation of the Association is attached hereto as **Exhibit B** and incorporated herein by reference as may be amended from time to time (the “Articles”).

1.3 “Board of Directors” or “Board” means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Florida Not For Profit Corporation Act, Fla. Stat. § 617.01011 *et. seq.*

1.4 “Bylaws” means the Bylaws of Raggedy Point Owner Association, Inc., attached to this Declaration as **Exhibit C** and incorporated herein by this reference as

may be amended from time to time.

1.5 "Raggedy Point" shall mean the Subdivision and the Common Areas.

1.6 "Common Areas" means any and all personal property, together with any easements upon which such personal property may be situated, if any, now or hereafter designated for the common use and enjoyment of the Owners. Common Areas may include "common area" as that term is defined in Fla. Stat. § 720.301(2) and the facilities and improvements located thereon, now or hereafter.

1.7 "Governing Documents" means the following, as may be duly amended from time to time: this Declaration, and the Articles of Incorporation and the Bylaws of Raggedy Point Owner Association, Inc., and all rules and regulations, use restrictions and design guidelines; and the recorded subdivision plats for the Subdivision and covenants or restrictions set forth in the deed to any Lot, if any.

1.8 "Laws" means all laws, codes, statutes, ordinances, regulations, rulings, orders and the like, which are promulgated by government bodies, including without limitation, regulatory agencies, boards, police, councils, commissions, legislatures, and judicial authorities having jurisdiction over the property, persons or subject matter.

1.9 "Lot" means any plot of land shown on the map of the Subdivision (Exhibit A) which is designated thereupon as a lot and which is, or is intended to be, improved with a residential dwelling structure. "Lot" shall not be inclusive of the Common Areas or areas dedicated for public use or for utilities.

1.10 "Mortgage" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property. "Mortgagee" means the lender or any other Person holding the Mortgage.

1.11 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Subdivision. All Owners are "members" of the Association.

1.12 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, bank, savings and loan, credit union, finance company, company or other organization, recognized as a separate legal entity under Florida law.

1.13 "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.