

Prepared by/Return to:
Dale G. Westling Sr., PA
331 East Union Street
Jacksonville, Florida 32202

NOTICE OF BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.,
UNDER S. 720.3032, FLORIDA STATUTES, AND NOTICE TO PRESERVE AND
PROTECT COVENANTS AND RESTRICTIONS FROM EXTINGUISHMENT UNDER
THE MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES

1. Legal name of Association: Biscayne Estates East Community Association, Inc.
2. Mailing and physical address of Association:

Mailing address: 4003 Hartley Road
Jacksonville, FL 32257

Physical address: 4003 Hartley Road
Jacksonville, FL 32257

3. Names of the subdivision plats or, if none, common name of community: Biscayne Estates East Community Association, Inc.
4. Name, address, and telephone number for management company, if any: Signature Realty & Management, Inc., 4003 Hartley Road, Jacksonville, Florida 32257, 904-268-0035.
5. This notice does constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.
6. The following covenants or restrictions affecting the community which the Association desires to be preserved from extinguishment:
 - a. Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit One recorded on January 12, 1989 in Official Records Book: 6642, Page: 1225-1241 of the Public Records of Duval County, Florida.
 - b. Partial Republication of Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East, Unit One recorded on January 18, 1989 in Official Records Book: 6735, Page: 1089 of the Public Records of Duval County, Florida.

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- 7. This notice shall also preserve any amendments to the Declaration of record whether expressly set forth above or otherwise.
- 8. The legal description of the community affected by the listed covenants or restrictions is listed as follows:
Lots 1 through and including 102, Biscayne Estates East Unit One according to plat thereof recorded in Plat Book 45, pages 9, 9A-9C of the current public records of Duval County, Florida.

This notice is filed on behalf of Curtis Houston as of this 17th day of December, 2019.

Witnesses

Biscayne Estates East
Community Association, Inc.

Gloria Simmons
Signature of Witness 1

Curtis Houston
Signature

Gloria Simmons, Secretary
Printed

Curtis Houston, Vice-President
Printed

Raymond D. Haywood
Signature of Witness 2

Raymond Haywood, Treasurer
Printed

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 17th day of December, 2019, by Curtis Houston, as Vice-President of Biscayne Estates East Community Association, Inc.



THOMAS B. WATERS
MY COMMISSION # GG 007965
EXPIRES: October 31, 2020
Bonded thru Budget Notary Services

Thomas B. Waters
(Signature of Notary Public - State of Florida)
(Print, type, or stamp Commissioned of Notary)

Personally known or Produced Identification
Type of Identification Produced: _____

78.00

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OFFICIAL RECORDS

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS
FOR
BISCAYNE ESTATES EAST UNIT ONE

THIS DECLARATION, made as of the 12th day
of January, 1989, by FIXEL LAND GROUP, INC., a Florida
corporation, (the "Developer").

STATEMENT OF FACTS:

A. The Developer is the owner of Lots 1 through and
including 102, Biscayne Estates East Unit One according to plat
thereof recorded in Plat Book 45, pages 9, 9A-9C of the
current public records of Duval County, Florida. All of such
Lots are referred to as the "Lots".

B. In order to develop and maintain Biscayne Estates
East Unit One as a residential community and to preserve,
protect and enhance the values and amenities thereof, it is
necessary to declare, commit and subject each of such Lots and
the improvements now and hereafter constructed thereon to
covenants, conditions, restrictions, regulations and easements
and to delegate and assign to the Association certain powers
and duties of ownership, administration, management, operation,
maintenance and enforcement, all as hereinafter set forth and
provided.

NOW THEREFORE, for and in consideration of the
premises and for other good and valuable considerations, the
Developer, for itself and its successors and assigns, hereby
(i) establishes this Declaration of Covenants, Restrictions and
Easements for Biscayne Estates East Unit One (the
"Declaration"), (ii) declares that the property as described on
the Plat (the "Property") shall be held, sold and conveyed
subject to the following covenants, conditions, restrictions
and regulations which shall run with the title, and the grantee
of any deed conveying any Lot shall be deemed by the acceptance
of such deed to have agreed to all such covenants, conditions,
restrictions and regulations and to have covenanted to observe,
comply with and be bound by all such covenants, conditions,
restrictions and regulations and (iii) imposes the easements
hereinafter referred to and described which shall be perpetual
in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the terms below shall
have the following meanings:

1. "Association" means the entity known as
Community Association of Biscayne Estates East Unit One, Inc.
of Jacksonville, a Florida non-profit corporation. Unless
otherwise specified herein, any actions required of the
Association herein may be taken by its Board of Directors.

2. "Board" means the Board of Directors of the
Association, which has been duly elected and qualified in
accordance with the Articles of Incorporation and Bylaws of the
Association.

88-50-01(dp)(2)
4864V/88-665

RETURN TO: ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BUILDING
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216

THIS IS THE
L. JAMES ANSBACHER,
ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BLDG.
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216



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OFFICIAL RECORDS

3. "Articles" means the Articles of Incorporation of the Association, copy of which is attached.

4. "Bylaws" means the Bylaws of the Association, copy of which is attached.

5. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit One and all exhibits attached hereto, as the same may be amended from time to time.

6. "Lot" means a lot as shown and numbered on the Plat.

7. "Developer" means Fixel Land Group, Inc., a Florida corporation, and its successors and assigns, upon a specific assignment to such successors or assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of Duval County, Florida.

8. "Owner" means the record owner of a Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder.

9. "Plat" means the plat of Biscayne Estates East Unit One, recorded in Plat Book 45, pages 9, 9A-9C of the current public records of Duval County, Florida.

10. "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages, (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, FHA, VA, FEMSA and GNMA and (viii) any affiliate, subsidiary, successor or assignee of any of the foregoing, holding a mortgage on a Lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.

11. "Lakes" means the Lakes as shown on the Plat.

ARTICLE II

LAND PLAN
EASEMENTS AND LIMITATIONS

2.1 The Lots. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. However, the Developer shall have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.

2.2 Certain Easements. The Developer hereby reserves for the use and benefit of the Association a 10 foot maintenance easement on each of the Lakes and that portion of each Lot which abuts each of the Lakes as shown on the Plat (the "Maintenance Easements"). Developer further reserves for the use and benefit of the Association access easements for

VOL 664271227

OFFICIAL RECORDS

ingress and egress (the "Access Easements") over and across the easements as shown on the Plat which are capable of providing ingress and egress to each of the Lakes. The Maintenance Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to each of the Lakes and for the purpose of maintaining the Lakes for beautification, drainage and retention of water purposes as well as maintaining the banks thereof. The Access Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to each of the Lakes in order to maintain the same.

2.3 Non-Access Easements. A. There is hereby created and reserved perpetual 5' non-access easements (the "Non-Access Easements") as shown on the Plat.

B. There shall be no means of access, ingress or egress across the 5' Non-Access Easements to Biscayne Boulevard.

2.4 Maintaining the Median Area. The median strip dividing the entrance road way into Biscayne Estates East Unit One shall be maintained in a safe condition and improved by the Association for beautification purposes including, without limiting the generality of the foregoing, maintaining all plants, trees, hedges, grass and landscaping thereon.

2.5 The Lakes. Each of the Lakes shall be maintained by the Association, shall be used only for beautification, drainage and retention of water purposes in compliance with all requirements of all governmental entities including, without limiting the generality of the foregoing, the City of Jacksonville and St. Johns River Water Management District, and each of the following is a prohibited use of each such Lake: fishing; utilization of objects designed for use on or below water such as boats, canoes, floats and tubes; bathing and swimming. Further, no Owner shall or shall permit anyone claiming by, through or under such Owner to pollute any Lake or dump garbage, refuse, or foreign objects therein or pump or remove water therefrom.

2.6 Insurance. The Association shall carry and maintain insurance as may be provided in the Bylaws of the Association.

ARTICLE III

THE ASSOCIATION

3.1 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws.

3.2 Membership. Each and every Owner (including Developer when an Owner) of a Lot shall be a member of the Association.

3.3 Classes. Membership shall be divided into two classes as follows:

(1) Class A members shall be all Owners (other than the Developer, so long as Class B membership shall exist) owning Lots.

(2) The Class B member shall be the Developer.

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 OFFICIAL RECORDS

Class A memberships shall be appurtenant to ownership of a Lot and shall not be separated from such ownership. Class B membership shall not be so appurtenant, but shall remain with the Developer or its assigns as herein provided regardless of the conveyance of Lots to others. The Class B membership shall terminate at the sooner of such times as: (i) the Developer so elects by written notice to the Association, (ii) the Developer has conveyed 92 of the Lots to unrelated third parties or (iii) three years following date hereof.

3.4 Voting Rights. Until such time as the Class B membership of the Developer is terminated, the Class B member shall have sole voting rights in the Association and the Class A members shall have no voting rights except for altering or amending the Articles or Bylaws, which rights shall be as provided in the Articles and Bylaws and as herein otherwise provided. After termination of the Class B membership, each Class A member shall have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws.

ARTICLE IV

APPROVAL OF ALL STRUCTURES - RIGHT OF DEVELOPER TO DESIGNATE SUBSTITUTE

4.1 All Structures To Be Approved By Developer. The Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Developer in writing. The building plans and specifications submitted to the Developer must show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, including the location of all trees, the approximate square footage, construction schedule and other such information as the Developer shall require, including plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the Lot, and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and site location and grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed construction and materials to be used. In the event Developer fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thirty (30) days after receipt thereof by Developer, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with. Notwithstanding anything contained herein to the contrary, no tree(s) may be removed during construction without the prior written consent of Developer. The Developer may require changes in the location and orientation of the structures in order to save trees. No clearing of a Lot or any part thereof

Vol 664201229
OFFICIAL RECORDS

shall be commenced unless and until the building plans and specifications (as described in this Section 4.1) have first been approved by the Developer in writing.

4.2 Developer May Designate Substitute. The Developer shall have the sole and exclusive right at any time to transfer and assign to such persons or entities as it shall elect any and all rights, powers, privileges, authorities and reservations given to or reserved by Developer in this Declaration. If at any time hereafter there shall be no persons entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer herein, the same shall be vested in and exercised by the Board.

ARTICLE V

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the Developer provided that any such accessory buildings do not furnish residential accommodations for an additional family.

5.2 Building Restriction Lines. No dwelling shall be located nearer than 25 feet to the front lot line, 7-1/2 feet to the side lot line or 10 feet to the rear lot line.

5.3 Minimum Floor Space. Each single-story dwelling located on a Lot shall contain not less than 1200 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Lot shall contain not less than 1200 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 900 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) shall be on the first floor thereof. Notwithstanding the foregoing provisions of this Section 5.3, the Developer shall have the right, from time to time, to reduce any of the above-designated number of square feet by up to 10% thereof as to any of the Lots.

5.4 GARAGES. Unless otherwise specifically approved by the Developer, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have an enclosed garage or carport for not less than two (2) and not more than three (3) cars. No carport shall be permitted unless otherwise specifically approved by the Developer as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

5.5 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways shall be of concrete construction unless otherwise specifically approved by the Developer.

VOL 6642M1230
OFFICIAL RECORDS**5.6 Recreation Facilities.**

(a) All recreation facilities constructed or erected on a Lot, including, without limitation by specification, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") shall be adequately walled, fenced or landscaped in a manner specifically approved by the Developer.

(b) No lighting of a Recreation Facility shall, in any event, be permitted unless otherwise specifically approved by the Developer.

(c) Lighting of a Recreation Facility shall in any event be designed so as to buffer the surrounding residences as reasonably practical from such lighting.

5.7 Non-Interference With Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance by the Association of any entry way, hedge, planting, tree, grass, or other improvement or landscaping located within an area to be maintained by the Association. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those easement areas the maintenance of which is the responsibility of a public authority, utility or the Association. Drainage easements located on and constituting part of a Lot shall be maintained continually by the Lot owner in accordance with the drainage plan for Biscayne Estates East Unit One as filed by the Developer with the City of Jacksonville, Florida and so as not to interfere in any way with drainage of the Property or any portion thereof.

5.8 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the Developer.

5.9 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent their being viewable from any street or otherwise located in a manner as shall be approved by the Developer.

5.10 Mailboxes. The Developer shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material to a dwelling. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the Developer may require that all mailboxes, paperboxes or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the Developer.

5.11 Antennae and Aerials - Satellite Dishes. No antennae or aerial shall be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building shall extend or protrude beyond the exterior of such building or in any way be visible from outside the building without the approval of the Developer.

VOL 664201231
OFFICIAL RECORDS

first had and obtained. No satellite dishes shall be placed on any Lot or affixed to the exterior of any building without the approval of the Developer first had and obtained.

5.12 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot except within an area which shall be adequately walled, fenced or landscaped to prevent the same from being visible at ground level from any street or adjoining Lot.

5.13 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the Developer. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer or by the Board and entrance or other identification sign may be installed by or with the consent of the Developer or the Board;

(b) Developer and any speculative builder of a home on any Lot may display signs on Lots owned by the Developer or such speculative builder;

(c) One "For Sale" sign not more than 2 square feet (when measured on one side thereof) may be displayed on a Lot by the Owner or the agent for the Owner thereof;

(d) a name plate and address plate in size and design approved by the Developer.

5.14 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.

5.15 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

5.16 Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, Developer may construct and maintain a sales office, together with a sign or signs relating thereto, on a Lot or Lots of its choosing until such time as all of the Lots have been sold by Developer.

5.17 Distraction Or Damage to Subdivision Improvements. Lot owners shall be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the same be caused by the Lot owner or the Lot owner's employees, agents, invitees, guests, contractors or subcontractors.

5.18 Proviso. Notwithstanding anything herein otherwise provided, Developer reserves the right (i) to use any Lot owned by it for the purpose of ingress and egress to any adjoining property owned by Developer or subsequently acquired by Developer, or which Developer deems advantageous to be joined with any of the Lots and (ii) to cause any Lot to be

Vol. 664261232
OFFICIAL RECORDS

platted as right-of-way. Developer reserves the right to impose easements for Drainage and maintenance thereof on any Lot owned by it.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

6.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by builders-owners of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

6.2 Further Subdivision. Developer reserves the right to resubdivide the Lots provided, however, no residence shall be erected upon or allowed to occupy such resubdivided Lot if the same has an area less than that which is required by the zoning ordinance for the City of Jacksonville, Florida. In the event of such resubdivision all provisions hereof shall apply to each such resubdivided Lot as if each resubdivided Lot had been a Lot as shown on the Plat.

6.3 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a sightly manner.

6.4 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon his Lot or upon the land lying between the street pavement and the front lot line of his Lot. All unimproved areas of a Lot on which a dwelling is erected shall be maintained in an attractive landscaped and sightly manner.

6.5 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lot except in closed sanitary containers approved by the Developer. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the Developer or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for the Property; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

6.6 Nuisances. No Owner shall cause or permit to emanate from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be maintained on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

6.7 Parking of Wheeled Vehicles-Boats. Except as below provided no wheeled vehicles of any kind, boats, or any offensive objects, may be kept or parked on any roads in the Property or parked between the road and the residential dwelling on any Lot or parked on any Lot. They may be kept only completely inside a garage attached to the residential dwelling or within the rear or side yard of any Lot provided the same are sufficiently screened so as to be obstructed from view from the roads and any other Lot. Notwithstanding the foregoing, private automobiles or trucks of the occupants of a residential dwelling constructed on a Lot and those of their guests may be parked in the driveway on the Lot provided they

VOL 664271233

OFFICIAL RECORDS

bear no commercial signs. Commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services. No travel trailers, trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the lots.

6.8 Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

6.9 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

6.10 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to any such vehicle which is kept within an enclosed garage.

ARTICLE VII

ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

7.1 Creation of Lien and Personal Obligations for Assessments. All assessments in this Article ("Assessments") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessments are made, and shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessments were levied. Except as herein otherwise provided, each Lot shall share equally in all Assessments, it being the intent hereof that, except as herein otherwise provided, each Lot shall be responsible for 1/102nd of all Assessments. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Assessments established or described in this Article and in the Association's Articles of Incorporation and Bylaws. No diminution or abatement of any Assessments shall be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, or their officers, agents and employees, the obligation to pay such Assessments being a separate and independent covenant by each Owner.

7.2 Annual General Assessment. Except as otherwise provided in Section 7.5, each Lot is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the median area of the right of way as provided in Section 2.4 and the Lakes as provided in Section 2.5 and, including the management and administration of the Association and furnishing of services as set forth in this Declaration. Each such Annual General Assessment shall be assessed for and shall cover a calendar year (except as to the initial Annual General Assessment which shall cover the period from the Commencement Date as provided in Section 7.4 to the expiration of the calendar year in which such "Commencement Date" shall occur. Except as further described in this Article, the Board of Directors by majority vote shall set the Annual General Assessments at a level sufficient to meet the

Vol 6642M1234
OFFICIAL RECORDS

Association's obligations. The initial Annual General Assessment shall be determined by multiplying \$5.00 by the number of full calendar months from the Commencement Date to the expiration of the initial fiscal year of the Association. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board shall set the date or dates that assessments shall become due. Assessments shall be collected annually provided, however, the Board may provide for collection of assessments in monthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full.

7.3 Special Assessment. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement provided that any such assessment shall have the assent of 2/3 of the votes of all Members voting in person or by proxy at a regular meeting or special meeting called for that purpose.

7.4 Commencement of Annual Assessments. The Annual General Assessments provided for herein shall commence on the day of conveyance (the "Commencement Date") of the first Lot to an Owner who is not Developer or a speculative builder to whom the rights of the Developer have been assigned as to any one or more of the Lots. Except as provided in Section 7.5, the initial assessment on all Lots shall be collected at the time title to such first Lot is conveyed to the Owner who is not Developer or a speculative builder to whom the rights of the Developer have been assigned as to any one or more of the Lots.

7.5 Initial Guaranty of Assessments. Developer guarantees that during the year in which the Commencement Date shall occur, during the following year (the Association's first full budget year) and for any extended guarantee period thereafter as described in this Section 7.5, the Annual General Assessment shall not exceed the sum determined by multiplying \$5.00 by the number of full calendar months covered by such period. In return for such guarantee and for paying any deficiency, Developer and any speculative builder to whom the rights of Developer have been assigned as to any one or more of the Lots shall not be liable during the guarantee period for any Annual General Assessments on any Lots owned by Developer and any speculative builder to whom the rights of Developer have been so assigned. Unless terminated by Developer by the end of the Association's first full budget year, this guarantee shall automatically extend for successive six month terms (the "Extended Guarantee Period") at the same level of assessment, plus an annual increase of 5% of the previous year's assessment. If this guarantee shall expire at other than the end of a fiscal year, then the obligations of the Lots thereby becoming first subject to the Annual General Assessment, shall be prorated and, accordingly, shall be responsible for only one-half of each such Lots share of the Annual General Assessment for such fiscal year.

7.6 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) **Interest.** Any Assessments not paid within fifteen (15) days after the due date shall bear interest at the highest lawful rate.

VOL 664211235
OFFICIAL RECORDS

(b) Lien. All Assessments against any Lot pursuant to this Declaration, together with such interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot effective upon recording a Claim of Lien against such Lot by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Owner's Obligations. Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

(d) Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by a Institutional Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Lot shall not affect the Assessments lien; however, the sale or transfer of any Lot pursuant to foreclosure of such Mortgage to an Institutional Mortgagee shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer.

7.7 Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Assessments, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Assessments have been paid. The Association shall be entitled to make a charge for such certificate in an amount as shall be determined by the Association provided, however the amount of such charge shall not exceed such limitations therefore as may be established from time to time by Federal National Mortgage Association (FNMA), Veteran's Administration (VA) or Department of Housing and Urban Development (HUD).

7.8 Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Initial Budget. Developer shall determine the Association budget for the fiscal year in which a Lot is first conveyed to an Owner who is not Developer or a speculative builder to whom the rights of the Declarant have been assigned as to such Lot.

(c) Preparation and Approval of Annual Budget. Commencing with December 1 of the year in which a Lot is first conveyed to an Owner who is not Developer or a speculative

VOL 6642M1236
OFFICIAL RECORDS

builder to whom the rights of the Developer have been assigned as to such Lot and each year thereafter, on or before December 1, the Board shall adopt a budget for the coming year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget for any fiscal year subsequent to the first full fiscal year may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose.

(d) Reserves. The Board may build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessments as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Association, or, in the event of emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied in accordance with the provisions of Section 7.3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants as set forth in Paragraphs 5.1, 5.2, 5.3, 5.4 or 5.5 either the Developer or the Board may and each of them shall have the right at any time to release such Lot from such Paragraph or Paragraphs as

VOL 664281237

OFFICIAL RECORDS

are violated, provided, however, that neither the Developer or the Board shall release a violation or violations of such Paragraph or Paragraphs except as to violations that the party releasing the same shall determine to be minor.

8.3 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

8.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

8.5 Assignment. The Developer shall have the right to assign any of its rights pursuant hereto as to any of the Lots sold by the Developer as such Lots shall be designated in such assignment.

8.6 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.7 Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board or the Developer at 4221 Baymeadows Road, Suite 7, Jacksonville, Florida 32217, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Paragraph 8.6.

8.8 Amendment.

(a) Subject to the provisions of Section 8.9 Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, FNMA, VA, HUD or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of Institutional Mortgagee lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein;

(b) Subject to the provisions of Section 8.9 Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the

VOL 664201238

OFFICIAL RECORDS

termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot is materially altered thereby.

(c) Subject to the provisions of Section 8.9 this Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Class A Members and the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

8.9 Consents. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Institutional Mortgagees. Such provisions are to be construed as covenants for the protection of the Institutional Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest of an Institutional Mortgagee shall be adopted without the prior written consent of all Institutional Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered by Mortgages to Institutional Mortgagees. Any such consent requested by Developer of such Institutional Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Institutional Mortgagees.

8.10 Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association.

8.11 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

8.12 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, but substantive and remedial.

8.13 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

8.14 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

VOL. 66427/1239
OFFICIAL RECORDS

3.15 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

3.16 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Property and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety year time or to each such ten-year extension, as the case may be, there is recorded in the Public Records of Duval County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or the ten-year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:
[Signature]
David M. Edick

FIXEL LAND GROUP, INC.
Florida corporation
By: *[Signature]*
its President
"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5 day of Dec, 1988, by Alan Fixel the President, of Fixel Land Group, Inc., a corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Mar. 13, 1990

JOINDER

THE UNDERSIGNED, JACKSONVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION, A United States of America Corporation, the owner and holder of that certain mortgage recorded in Official Records Book 6555, page 2283 of the current public records of Duval County, Florida, does hereby join in the execution of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and does hereby agree that the lien of the

VOL 6642 P 1240
OFFICIAL RECORDS

above-described mortgage is now and shall hereafter be subject to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgage from the lien, operation, force and effect of said mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 16th day of November, 1988 in the manner and form required by law as follows:

JACKSONVILLE FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: W. W. Masoff
Its President

ATTEST:

By: Selena M. Arant
Its Asst Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of November, 1988 by W. W. Masoff, President of Jacksonville Federal Savings and Loan Association, on behalf of such corporation.

Josephine M. Sanchez
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 2, 1991
NOTED FOR FEDERAL INS. 3/80.

JOINDER

THE UNDERSIGNED, SHERMAN ORGANIZATION, INC., a Florida corporation, the owner and holder of that certain mortgage recorded in Official Records Book 6560, pages 922 through 926 of the current public records of Duval County, Florida, does hereby join in the execution of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements, and does hereby agree that the lien of the above-described mortgage is now and shall hereafter be subject to the provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgage from the lien, operation, force and effect of said mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 7 day of Nov, 1988 in the manner and form required by law as follows:

SHERMAN ORGANIZATION, INC.

By: Gary Sherman
Its President

VOL 664201241
OFFICIAL RECORDS

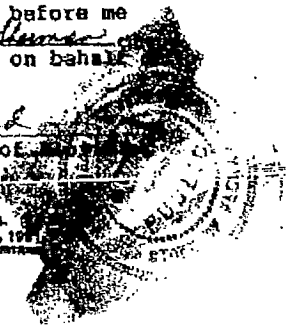
ATTEST:
By: Cary Sherman
Its Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 7th day of November, 1988 by Alvin Sherman
President of Sherman Organization, Inc., on behalf
such corporation.

Sum R. Herald
Notary Public, State of Florida
My Commission Expires Sept. 15, 1991

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 15, 1991
COMMERCIAL TRUST COMPANY



89 JAN 18 10:32
89- 5328

REC'D IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
HENRY W. COOK
CLERK OF DISTRICT COURT

Vol 6735 Pg 1089

OFFICIAL RECORDS.

PARTIAL REPUBLICATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BISCAIYNE ESTATES EAST UNIT ONE

Fixel Land Group, Inc., a Florida corporation, (the "Declarant") caused to be recorded on January 18, 1989 in Official Records 6642 at page 1225 of the current public records of Duval County, Florida, the Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit One ("Declaration").

In order that all purchasers of Lots in Biscayne Estates East Unit One will abide by the following provisions of the Declaration, the Declarant hereby republishes the following paragraphs of the Declaration:

7.2 Annual General Assessment. Except as otherwise provided in Section 7.5, each Lot is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the median area of the right of way as provided in Section 2.4 and the Lakes as provided in Section 2.5 and, including the management and administration of the Association and furnishing of services as set forth in this Declaration. Each such Annual General Assessment shall be assessed for and shall cover a calendar year (except as to the initial Annual General Assessment which shall cover the period from the Commencement Date as provided in Section 7.4 to the expiration of the calendar year in which such "Commencement Date" shall occur. Except as further described in this Article, the Board of Directors by majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The initial Annual General Assessment shall be determined by multiplying \$5.00 by the number of full calendar months from the Commencement Date to the expiration of the initial fiscal year of the Association. The board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board shall set the date of dates that assessments shall become due. Assessments shall be collected annually provided, however, the Board may provide for collection of assessments in monthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the assessments may be accelerated at the option of the Board and be declared due and payable in full.

7.4 Commencement of Annual Assessments. The Annual General Assessments provided for herein shall commence on the day of conveyance (the "Commencement Date") of the first Lot to an Owner who is neither Developer nor a speculative builder. Except as provided in Section 7.5, the initial assessment on each Lot shall be collected at the time title to such first Lot is conveyed to the Owner who is neither Developer nor a speculative builder."

The Declaration is in no way altered or amended by this Partial Republication.

IN WITNESS WHEREOF, the Declarant has caused this Partial Republication to be executed on this 20 day of July 1989.

Signed, Sealed and Delivered in the Presence of:

074148 FIXEL LAND GROUP, INC. a Florida corporation

Handwritten signatures of Jennifer L. Dean (President) and Megan Thompson (Declarant) over printed names and titles.

FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY President Declarant

JUL 20 12 47 PM '89

FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY

RECORD VERIFIED [Signature] CLERK OF CIRCUIT COURT

STATE OF FLORIDA COUNTY OF DUVAL

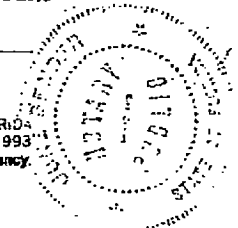
RECORD VERIFIED

The foregoing instrument was acknowledged before me this 20 day of July 1989 by Alan [Signature] President of Fixel Land Group, Inc., a Florida corporation, on behalf of the corporation.

[Signature] Notary Public, State of Florida My commission expires:

98-71-70/LF 88-665

NOTARY PUBLIC, STATE OF FLORIDA My commission expires May 31, 1993 Bonded thru Patterson-Becht Agency



RETURN TO: ANSBACHER & SCHNEIDER, P.A. 100 NATIONAL FINANCIAL BUILDING 4215 SOUTHPOINT BLVD. JACKSONVILLE, FLORIDA 32216

THIS INSTRUMENT WAS PREPARED BY: BARRY B. ANSBACHER ANSBACHER & SCHNEIDER, P.A. 100 NATIONAL FINANCIAL BLDG. 4215 SOUTHPOINT BLVD. JACKSONVILLE, FLORIDA 32216