

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND  
EASEMENTS FOR PLAT OF BRENTWOOD PARK COMMUNITY**

THIS DECLARATION, made on the date hereinafter set forth by HABITAT FOR HUMANITY OF JACKSONVILLE, INC., a Florida corporation not-for-profit, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the property in Duval County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") and desires to develop the Property as a planned residential community; and

WHEREAS, Developer desires to impose certain covenants, conditions, restrictions, and easements with regard to the Property as hereinafter set forth.

NOW, THEREFORE, Developer declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions (hereinafter referred to as this "Declaration"), which are made for the purpose of protecting the value and desirability of and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such person.

**ARTICLE I  
Definitions**

1. "ACC" means the Architectural Control Committee of the Association.
2. "Articles" means the Articles of Incorporation of the Association.
3. "Association" means the Florida corporation not-for-profit that may be formed for the purposes of this Declaration, which Association shall bear the name McNAIR PARK VILLAS HOMEOWNERS ASSOCIATION, INC. (or similar name), its successors and assigns.
4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association.
6. "Common Areas" means all real property (including the improvements thereon described on the attached Exhibit "B" as well as any property owned from time to time by the Association.
7. "Declarant" means the named Developer, its successors and assigns.
8. "FHA" means the Federal Housing Administration and its successors and assigns.
9. "JHA" means the Jacksonville Housing Authority and its successors and assigns.
10. "JHA Property" means that certain adjacent property owned by the JHA which contains 332 housing units, Community Center, retention pond and other improvements.
11. "JHA Tenants" means the tenants of JHA who are leasing housing units within the JHA Property.
12. "Mortgagee" means Developer and any institutional holder of a mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and a loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA, the Florida Housing Finance Corporation, or any lender generally recognized as an institutional type lender.
13. "Nearby Dwelling" means any rental unit owned by the JHA and located on the JHA Property.
14. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title interest in any Residential Lot which is a part of the Property, including purchasers under contracts for deed, but excluding those having such interest merely as security for the performance of an obligation.
15. "Plat" means Plat of Brentwood Park Community, recorded in Plat Book 60, pages 116 through 120, public records of Duval County, Florida.
16. "Residence" means each single-family dwelling that is substantially completed.
17. "Residential Lot" means a platted lot intended to be used for the construction of a Residence.
18. "Surface Water or Storm Water 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

- 19. "VA" means the Veterans Administration and its successors and assigns.

**ARTICLE II  
Membership and Voting Rights**

1. **Right to Membership.** Every owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot. Each member shall be entitled to one vote for each Residential Lot owned.

2. **Multiple Owners.** When any Residential Lot is owned of record in the name of two or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Residential Lot.

**ARTICLE III  
Covenant of Maintenance Assessments**

- 1. **Responsibilities of Declarant.**

(a) Until the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System and assigns to the Association some or all of its powers and responsibilities under the Declaration as provided in paragraph 9(a) of Article XII, (1) Declarant shall, at its own cost and expense, maintain, operate, repair, and replace the Common Areas and the Surface Water or Storm Water Management System and share the cost of maintenance of the JHA Retention Pond and Community Center; (2) Declarant will have no annual assessment rights; and (3) Declarant will have the right to levy and impose special assessments against any Owner pursuant to the terms of Article III, paragraph 4, provided, however, that any such assessment which remains unpaid shall not constitute or otherwise become a lien on any of the Property.

(b) Until the recording of the first instrument by which Declarant conveys to the Association the Common Areas and all of the Surface Water or Storm Water Management System and assigns to the Association some or all of Declarant's powers and responsibilities under this Declaration as provided in paragraph 9(a) of Article XII, the Association shall not be deemed a "homeowners association" within the meaning of Florida Statutes, Section 720.301(7).

2. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Residential 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 all annual assessments or charges and special assessments authorized hereunder, such assessments to be commenced, established, and collected as hereinafter provided. Each such assessment, together with interest, costs, late charges, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor in title. After the recording of the first instrument by which Declarant conveys all of the Common Areas and all of the Surface Water or Storm Water Management System to the Association and assigns to the Association some or all of Declarant's powers and responsibilities under this Declaration as provided in paragraph 9(a) of Article XII, all annual and special assessments authorized hereunder and imposed by the Association, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made.

3. **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and for the improvement, maintenance, and operation of the Common Areas and the Surface Water or Storm Water Management System, as well as a one-third (1/3) share of maintenance to JHA for the Retention Pond and Community Center.

4. **Reserve Funds.** The Association, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of the Common Areas or the Surface Water or Storm Water Management System, or both of them, or for such other purposes as is deemed prudent for the Property or the Association.

5. **Special Assessments.**

(a) Declarant may levy, in any assessment year, a special assessment applicable to that year, provided that if Declarant assigns to the Association Declarant's rights under this paragraph, any such special assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) In addition, Declarant may, by special assessment, assess against any Owner.

(1) The cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by Declarant due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided, including without limitation the cost to enter and abate or remove an Owner's failure to comply with the provisions of this Declaration, or

(2) A fine for the violation of the provisions of this Declaration. All fines shall be in an amount which is reasonable in relation to the nature and extent of the violation of this Declaration.

6. **Notice and Quorum for Any Action Authorized under Paragraph 5.** If Declarant assigns to the Association Declarant's rights under paragraph 5 of this Article, written notice of any meeting called for the purpose of taking any action authorized under paragraph 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast 30 percent of the votes of the membership shall constitute a quorum.

7. **Uniform Rate of Annual Assessment.** Annual Assessments shall be fixed at a uniform rate for all Residential Lots. Special Assessments shall be assessed in a fair and non-discriminatory manner based on the nature of the assessment and the benefits provided by the assessment.

8. **Date of Commencement of Assessments; Due Dates.** The annual assessment for each Residential Lot shall commence on the first day of the month following the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessments shall be payable at the times and in the manner determined by the Association. Until such conveyance Declarant, and after such conveyance the Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed certificate of Declarant or the Association, as applicable, as to the status of assessments on a Residential Lot is binding upon Declarant or the Association, as applicable, as of the date of its issuance.

9. **Effect of Nonpayment of Assessments; Remedies of Declarant.** Any assessment not paid by its due date shall be subject to a late charge of 10 percent of the amount of the payment due and shall bear interest from the due date at the rate of 15 percent per annum. Either Declarant or the Association, as the case may be, may bring an action at law against the Owner personally obligated to pay any assessment levied hereunder; provided, however, that the Association shall further have the right to foreclose its lien against the Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of such Owner's Residential Lot. Declarant may suspend the right to use the Common Areas of an Owner during any period in which such Owner shall be in default of any assessment levied by Declarant, and if Declarant assigns to the Association Declarant's rights under this Article, the Board may also suspend the voting rights of any such Owner.

10. **Subordination of the Lien to Mortgages.** Any lien of the Association for unpaid assessments shall be subordinate to the lien of any mortgage held by a Mortgagee. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish to the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent

assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

**ARTICLE IV**  
**Post Construction Architectural Control**

1. **Design Criteria.** It is Declarant's intent to maintain a subdivision reasonably in harmony with its surroundings and the natural elements of the Property. The Residences constructed or to be constructed on the Property have been or will be designed to be reasonably compatible with each other and to establish a level of construction standards suitable to the price range of the Residences. Compatibility does not require that all Residences must be of a certain architectural type, color, or design, or that only certain exterior building materials may be used in the construction of Residence. Compatibility and construction standards will be determined by Declarant in its sole discretion.

2. **Necessity of Architectural Review and Approval.** After the initial construction of a Residence on each Residential Lot, no additional improvements, fence, wall or other structure that is visible from outside any Residence, including without limitation any additional driveway or other paving, shall be commenced, erected, or maintained upon the Residential Lot, nor shall any exterior addition to or change in any Residence, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to Declarant and approved in writing by Declarant as to harmony of external design and location in relation to surrounding structures and topography. If Declarant fails to approve or disapprove such design and location within 30 days after the plans and specifications have been received by it, approval will not be required and this Article will be deemed to have been fully complied with.

3. **Architectural Control Committee.** If Declarant assigns to the Association Declarant's rights under this Article, such rights shall be exercised by the ACC. The ACC shall be appointed by majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ACC shall constitute a quorum to transact business at any meeting. Notwithstanding the foregoing, the Declarant and the JHA shall each have one representative who shall serve on the ACC. The affirmative vote of both the JHA representative and Declarant representative shall be required for any ACC approval to be effective. Each such representative may consent in writing to ACC action without the need to attend the ACC meeting. The JHA and Declarant may waive the provisions of this paragraph if so desired in the future.

**ARTICLE V**  
**Use and Maintenance of Common Areas**

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residences, the use of the Common Areas shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. **Common Areas.** The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and the JHA Tenants. There shall be no obstruction or alteration of, nor shall anything be stored, altered, or constructed in, or removed from, the Common Areas without the prior written consent of Declarant.

2. **Insurance.** No use shall be made of the Common Areas which will increase the rate of insurance upon the property without the prior consent of Declarant. No owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.

3. **Nuisances.**

(a) No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners, JHA Tenants or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners and JHA Tenants.

(b) Declarant shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the Owners, JHA Tenants and their guests thereon, and to establish procedures for enforcement of the rules and regulations, including fines for the infraction thereof. In addition, Declarant may also suspend the right of an Owner, JHA Tenants and their guests to use the Common Areas, after notice and hearing, for a period not to exceed 60 days, as a result of such Owner's or JHA Tenant's infraction of such published rules and regulations.

4. **Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirement of governmental bodies pertaining to maintenance, replacement, modification, or repair of the Common Areas shall be that of the record owner of the Common Areas.

5. **Maintenance of Common Areas.** After the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System as provided in paragraph 9(a) of Article XII, the Association shall be responsible for payment of the costs of the maintenance, operation, repair, and replacement of the Common Areas. At Declarant's election, Declarant or JHA may retain the management and control of the maintenance, operation, repair, and replacement of the Common Areas, although the same is paid for by the Association through Owner assessments.

**ARTICLE VI**  
**Surface Water or Storm Water Management System**

1. **Maintenance of Surface Water or Storm Water Management System.** After the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System on the Property as provided in paragraph 9(a) of Article XII, the Association shall be responsible for one-third (1/3) of the costs of maintenance, operation, repair, and replacement of the Surface Water or Storm Water Management System on the Property. JHA will retain the management and control of the maintenance, operation, repair, and replacement of the Surface Water or Storm Water Management System, although the same is paid for by the Association through Owner assessments. Maintenance of the Surface Water or Storm Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District or its successor. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

2. **Water Level and Use.** With respect to any ponds now existing or which may hereafter be erected within the Property, only Declarant or JHA shall have the right to remove any water from such ponds for the purpose of irrigation or other use or to place any matter or object in such ponds. Declarant and JHA shall have the sole and absolute right to control the water level of all ponds and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such ponds and to fill any lake and no Owner shall deposit any fill in such lake. No dock, moorings, pilings, boat shelters, or other structure shall be erected on or over any ponds without the prior written approval of Declarant. No boat shall be permitted to be operated on any pond.

3. **Embankments.** The pond embankments shall be maintained by JHA, so that the grass, planting, or other lateral support shall prevent erosion of the embankment of the pond. The height, grade, and contour of such embankments shall not be changed without the prior written consent of Declarant and JHA.

4. **Ingress and Egress Maintenance Easement.** Declarant and JHA hereby reserve a perpetual non-exclusive easement across the pond(s), pond bank(s) and each Residential Lot adjacent to such pond(s) and pond bank(s) for ingress and egress and reasonable maintenance and care of the pond(s).

**ARTICLE VII**  
**Easements**

1. **Reservation of Easements.** Declarant, for itself and its successors and assigns, (and for the JHA with respect to the ownership of the JHA Property) perpetually reserves the right, privilege, and non-exclusive easement over and under all Common Areas, easement areas shown on the Plat, and the five foot strip of land at the rear and the sides of each Residential Lot to erect, maintain, and use electric and telephone wires, radio and telephone cables, cables,

conduits, water mains, drainage lines or drainage swales, sewer mains, and other suitable equipment for the installation, maintenance, transmission, and use of electricity, gas, telephone, cable television, lighting, heating, water, drainage, sewage, and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights, and easements referred to in this paragraph shall acquire no right, title, or interest in and to wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the land subject to such privileges, rights and easements. No structure, pavement, or other improvement shall be erected on any part of any easement except by Declarant or its designees and, if any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by Declarant at the cost of the Owner of the Residential Lot upon which such easement and improvement are located.

2. **Drainage Easement.** Owners shall not obstruct or divert drainage flow from drainage easements. Declarant (and the JHA in connection with the ownership of the JHA Property) may cut drainage swales for surface waters and establish easements therefore wherever and whenever such action may appear to Declarant (or JHA) to be necessary to maintain reasonable standards of health, safety, and appearance. The easements reserved in this Article VII include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements properly on the Property unless such improvements are restored promptly thereafter to their condition prior to such disturbance. Except as provided herein, the existing drainage system shall not be altered so as to divert unreasonably the flow of water onto an adjacent property or into sanitary sewer lines.

3. **Additional Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the Property owned by Declarant at the time of such imposition. In addition, Declarant reserves the right to grant easements and right-of-way over, under, and through the Common Areas even after Declarant transfers the Common Areas to the Association. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. **Encroachments.** Declarant may grant individual Owners the right to encroach upon easements where necessary for the preservation of trees or the maintenance of overall aesthetics in the Property.

## **ARTICLE VIII**

### **Rights of Mortgagees**

1. **Rights of Mortgagees.** Upon written request to Declarant, or, after the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System as provided in paragraph 9© of Article XII, upon written request to the Association identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residence on which there is a mortgage held, insured, or guaranteed by such Mortgagee.

(b) Any delinquency which remains due but unpaid for a period of 60 days in the payment of the assessments or charges owned by an Owner of a Residence subject to a mortgage held, insured, or guaranteed by such Mortgagee.

(c) Any lapse, cancellation, or material modification of any insurance policy, fidelity bond, or other bond maintained by Declarant or the Association and relating to the Property.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

#### **ARTICLE IX Reconstruction or Repair after Casualty**

1. **Restoration and Repair.** If any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored by Declarant, or, after the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System as provided in paragraph 9(c) of Article XII, by the Association, to substantially its condition prior to the damage or destruction.

2. **Insurance Proceeds.** Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same were originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit may be assessed against all Owners as a special assessment. Any surplus of insurance proceeds shall become the property of Declarant or the Association, whichever owns the Common Areas at the time of the restoration and repair.

#### **ARTICLE X Restrictions Affecting Residential Lots**

1. **Residential Use.** Each of the numbered lots in the Property shall be Residential Lots used for single family dwellings only, except that Declarant may use one or more of such lots for a pond or other components of the Surface Water or Storm Water Management System. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.

2. **Location of Structures.** The location of all structures (including building, fences, and walls) and shrubbery placed upon any Residential Lot shall comply with the requirement of all zoning and building ordinances applicable thereto.

3. **No Sheds, Shacks, or Trailers.** No shed, shack, mobile home, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.

4. **No Offensive Activities.** No illegal, obnoxious, or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate on any part of the Property. Garbage must be kept in a tight-fitting container and set out on garbage pickup days. No garbage or trash incinerator shall be placed, permitted to remain, or used on the Property. No fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted on the Property.

5. **Exterior Maintenance.** Each Owner shall be responsible for the maintenance of the lawn, any sidewalk, driveway, landscaping, and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed, and the exterior of the improvements painted and in good repair.

6. **Pets.** No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the home built on such lot without the prior written approval of Declarant. If, in the opinion of Declarant, any animal becomes dangerous or an annoyance or destructive of wildlife, Declarant shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. **Clotheslines, Garbage Cans.** No clothes or laundry shall be hung, and no garbage cans shall be kept except on garbage pick-up days, where the same are visible from any street.

8. **Parking.** No vehicle shall be parked on any Residential Lot or street on the Property unless such vehicle is operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two hour duration. No boat, recreation vehicle, truck, or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots and Nearby Dwellings.

9. **Signs.** No signs shall be displayed on any Residential Lot except "For Sale" signs, which signs may refer only to that particular premise for sale and shall be of materials, size, height, and design approved by Declarant. Declarant may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.

10. **Window Air Conditioners.** Unless the prior written approval of Declarant has been obtained, no window air-conditioning unit shall be installed in any building on the Property.

11. **Underground Utilities.** All telephone, electric, and other utility lines and connections between the main or primary utility lines and the Residence and any other buildings located on a Residential Lot shall be concealed and located underground so as not to be visible. The Owner from time to time of each Residential Lot shall be responsible for obtaining all maintenance, repair, and replacement of those portions of the utility systems situated on such Owner's Residential Lot.

12. **Wells.** No wells may be drilled or maintained on the Property without first obtaining the consent of Declarant and no well shall be permitted on any Residential Lot except solely to supply water for use on that Residential Lot for air-conditioning and heating installations, irrigation purposes, swimming pools, or other exterior use.

13. **Antennas.** No radio or television aerial or antenna or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any Residence or on any portion of any Residential Lot, except in areas completely screened in view from the streets and all other Residential Lots and Nearby Dwellings, and except that any Residence may have inconspicuously attached to it where visible from the street, other Residential Lots, or Nearby Dwellings, or some or all of them, an inconspicuous satellite dish antenna no more than 18 inches in diameter.

14. **Fences.** No fences may be installed or permitted to remain on a Residential Lot unless approved in advance by Declarant (or ACC, if applicable) .

**ARTICLE XI**  
**Joinder by Jacksonville Housing Authority**

1. **Use of Surface Water or Storm Water Management System.** The JHA is hereby granted an easement appurtenant to the ownership of the JHA Property for the drainage of surface and storm waters over, across and through the Property and within the Surface Water or Storm Water Management System.

2. **Contribution to Maintenance.** In recognition that the Owners and Association will benefit from the Middle Island on Brentwood Boulevard, the Retention Pond and the Community Center located on the JHA Property, the Association shall pay one-third (1/3) of the cost of the maintenance of such Middle Island on Brentwood Boulevard, the Retention Pond and Community Center. The Association's share of these costs shall be due and payable within 15 days after receipt of an invoice for such from JHA. The Association shall be entitled to audit the books and records of JHA (with respect to said costs) in order to verify the accuracy of charges and the service related thereto.

**ARTICLE XII**  
**General Provisions**

1. **Violation, Disputes, and Remedies.** The following provisions shall apply to violations of the provisions of this Declaration other than Article III. Voluntary settlement of disputes between and among Declarant, the Association, and Owners is strongly encouraged. In the event of a dispute, claim, or controversy arising out of or relating to the breach, termination, validity, interpretation, enforcement, or implementation of any term of provision of this Declaration (“Dispute”), the parties to the Dispute shall submit the Dispute first to mediation and then to voluntary, binding arbitration, as follows:

(a) If the parties cannot voluntarily negotiate a mutually acceptable resolution of the Dispute within 30 days of its occurrence, any party to the Dispute may notify the other parties to the Dispute that the matter will be submitted to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association (“Mediation Rules”) and that all parties to the Dispute shall bear equally the costs of the mediation or as otherwise directed by the mediator. The panel shall consist of one mediator and shall be selected according to the Mediation Rules. The parties agree to participate in good faith in the mediation and negotiations related thereto.

(b) If the Dispute cannot be resolved through mediation, within 10 days after the failure to resolve the Dispute through mediation, any party to the mediation may notify the others that the matter will be submitted to voluntary binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The panel shall consist of one arbitrator and shall be selected according to the Arbitration Rules.

(c) The parties to the Dispute shall use the Regional Office of the Arbitration Association which is nearest to the Property to administer the mediation and arbitration.

(d) If a party to the Dispute is found in the mediation or arbitration proceedings to be in violation of, or attempting to violate, the provisions of this Declaration (hereinafter referred to as the “Offending Party”), such Offending Party shall bear all costs and expenses of the Dispute resolution, including court costs and reasonable attorneys’ fees, for all mediation, arbitration, trial, and appellate proceedings incurred by the party enforcing the provisions of this Declaration.

(e) If an Offending Party fails to comply with any mediated settlement or decision of an arbitrator, another party to the Dispute may, upon 10 days written notice to the Offending Party, maintain a proceeding in equity against the Offending Party for the purpose of preventing or enjoining all or any such violation or attempted violation. The Offending Party shall be responsible for reasonable attorneys’ fees of such other party in any action seeking to enforce, prevent, correct, or enjoin such violation for the breach of these restrictions or to enforce any decision of the arbitrator or a mediated settlement.

(f) Except as Declarant may otherwise agree in writing, Declarant shall not be obligated to enforce this Declaration or any particular provision hereof and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

(g) Nothing contained in this Article shall in any way limit or affect (1) Declarant's right at any time to file an action in the appropriate court to collect any fine or assessment under this Declaration as authorized pursuant to Article III, or (2) Declarant's right at any time to enter onto property and abate or remove a violation as authorized pursuant to Article XII, paragraph 7(b), or (3) after the recording of the first instrument by which Declarant conveys to the Association all of the Common Areas and all of the Surface Water and Storm Water Management System as provided in paragraph 9(a) of Article XII, the Association's right at any time to file such action or enter and abate or remove such violation or enforce any lien under this Declaration as authorized pursuant to Article III.

2. **Waiver.** The failure of Declarant or the Association to enforce any covenant, restriction, obligation, right power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

3. **NO JURY TRIAL.** EACH OWNER, BY ACCEPTANCE OF SUCH OWNER'S DEED, AND DECLARANT AGREE THAT NEITHER THAT OWNER, DECLARANT, THE ASSOCIATION, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF ANY OF THEM (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURES, WHETHER IN CONTRACT OR IN TORT OR AT LAW OR IN EQUITY, BASED UPON OR ARISING OUT OF THIS DECLARATION OR THE OBLIGATIONS, BENEFITS, DEALINGS, OR THE RELATIONSHIPS BETWEEN OR AMONG DECLARANT, THE ASSOCIATION, AND THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEM. NEITHER DECLARANT NOR ANY OWNER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

4. **Severability.** All provisions herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining provisions or any part thereof.

5. **Waiver and Release.**

(a) Declarant shall have the right to waive compliance with and grant variances as to the restrictions in this Declaration if Declarant makes a good faith determination that such violation or variance is minor and will not unreasonably destroy the general scheme of the development.

(b) Declarant shall also have the right to release any Residential Lot from any part of the covenants and restrictions that have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto), if Declarant determines such violation to be a minor or insubstantial violation.

6. **Amendment.** This Declaration may be amended from time to time by Declarant (and such amendment may include the imposition of additional covenants and restrictions) so long as such amendments do not unreasonably destroy the general scheme of development. If Declarant assigns its right of amendment to the Association, this Declaration may also be amended from time to time by the Association in the manner as provided by the Articles. Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration that alters the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including any water management portion of the Common Areas, must have the prior written approval of the St. Johns River Water Management District.

7. **Enforcement.**

(a) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration relating to the maintenance, operation, and repair of the Surface Water or Storm Water Management System.

(b) Whenever there shall have been built or there shall exist on any Residential Lot within the Property any structure, building, thing, or condition that is in violation of this Declaration, Declarant shall have the right, but no obligation, to enter upon the Residential Lot where such violation exists and summarily to abate or remove the same, or both, all at the expense of the Owner of such Residential Lot, which expense shall be payable by such Owner to Declarant on demand. Such entry and abatement or removal shall not be deemed a trespass or make Declarant in any way liable for any damages on account thereof.

8. **Provisions Inoperative as to Declarant.** Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors, or assigns, from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary, convenient or desirable for the development of the Property or the construction of Residences. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices, and any other improvements as necessary for the construction and sale of Residence.

9. **Conveyance of Common Areas and Surface Water or Storm Water Management System; Assignment of Declarant's Rights; Committee.**

(a) Declarant shall have the right (but not the obligation) at any time to convey to the Association all of the Common Areas and all of the Surface Water or Storm Water Management System and to assign to the Association some or all of Declarant's powers and responsibilities under the Declaration by one or more instruments to be recorded in the public records of Duval County. Upon such conveyance and assignment, Declarant shall have no

further obligation with respect to the Association, any Owner, the Property, or the Surface Water or Storm Water Management System.

(b) If the City of Jacksonville (or any other applicable governmental agency) adopts and establishes a master drainage plan for a designated region of the geographic area subject to the jurisdiction of the applicable governmental entity and pursuant to such plan undertakes the maintenance of surface water and storm water drainage facilities in such areas, and if Declarant then holds record title to the Storm Water or Surface Water Management System, then to the extent provided in the enabling legislation, Declarant shall have the right at any time, without the consent or the joinder of any Owner, to convey its interest in the Surface Water or Storm Water Management System to the applicable governmental entity for maintenance.

(c) Declarant shall have the sole and exclusive right to transfer and assign to, and to withdraw from, such person, firm, corporation, or other entity as Declarant shall elect, any or all rights, powers, privileges, authorities, reservations, and obligations given to, reserved by or imposed upon Declarant by any part of this Declaration, from time to time. Assignment by Declarant of a right, power, privilege, authority, or reservation under a paragraph of this Declaration shall automatically include the assumption by the assignee of such right, power, privilege, authority, or reservation of any attendant obligations imposed in that same paragraph.

(d) If at any time hereafter there shall be no person, firm, corporation, or other entity entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Declarant under this Declaration, the same shall be vested in and may be exercised by a committee to be elected or appointed by the then owners of a majority of the Residential Lots within the Property. Nothing herein contained however shall be construed as conferring any rights, power, privileges, authorities, or reservations in said committee except in the event aforesaid.

10. **Conflict.** In the event of any conflict between the provisions of this Declaration, the Articles, and the Bylaws, the provisions of this Declaration shall control and prevail.

11. **No Obligation to Convey or Transfer.** Any contrary provision of this Declaration notwithstanding, Declarant is under no obligation to convey to the Association title to any of the Common Areas or the Surface Water or Storm Water Management System or to assign to the Association any of its powers or responsibilities under this Declaration.

12. **Additional Restrictions.** Declarant shall have the right to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed if such additional covenants and restrictions do not conflict with the covenants and restrictions contained herein.

13. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property for a period of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of 10 years each unless within six months before the end of the successive 10-year period a written agreement executed by the

then Owners of at least 75 percent of the Residential Lots shall be recorded in the public records of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations, and easements provided for in this Declaration may be modified, waived, or extinguished in whole or in part as to all or any part of the Property then subject thereto, in the manner and to the extent provided in such written agreement. If any such written agreement is so executed and recorded these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 10 years each, unless and until further changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph. The foregoing provisions of this paragraph are subject to the limitations of the last sentence of Article XII, paragraph 6.

14. **Continued Enforcement Rights.** Notwithstanding any provision contained herein to the contrary, both Declarant and JHA shall have the right to enforce the restrictions, obligations, liabilities, covenants and agreements contained herein so long as this Declaration is in effect, regardless of whether Declarant has transferred the ownership of all Residential Lots to Owners or the Common Areas to the Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 21 day of JUNE, 2006.

Signed and sealed  
In the presence of:

HABITAT FOR HUMANITY OF  
JACKSONVILLE, INC.

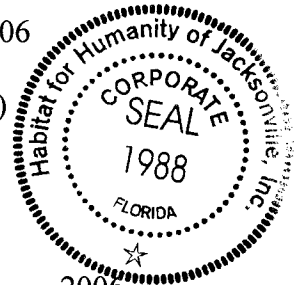
Paula Collett  
Print Name: Paula Collett

By: Mary Kay Browke  
Print Name: Mary Kay Browke  
Title: President

Kevin Lindsey  
Print Name: Kevin Lindsey

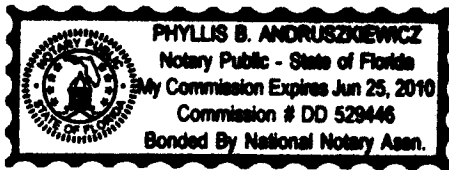
Mailing Address:  
2404 Hubbard Street  
Jacksonville, Florida 32206

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of June, 2006, by Mary Kay Browke, as President of Habitat for Humanity of Jacksonville, Inc., a Florida corporation not-for-profit, on behalf of the corporation. ~~He~~/she  is personally known to me or ( ) produced \_\_\_\_\_ as identification.



Phyllis B Andruszkiewicz  
Notary Public, State of Florida  
Printed: Phyllis B. Andruszkiewicz  
My commission expires: 6/25/2010  
Commission: DD 529446

**JOINDER BY JHA**

The Jacksonville Housing Authority (JHA) joins in the execution of this Declaration to consent and agree to the rights and obligations of JHA contained in Article XI and elsewhere.

Signed and sealed  
In the presence of:

JACKSONVILLE HOUSING AUTHORITY

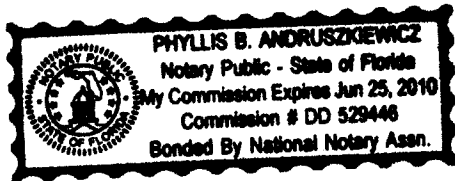
Paula Collett  
Print Name: Paula Collett

By: Ronnie Ferguson  
Print Name: RONNIE A. FERGUSON  
Title: PRESIDENT / CEO

Kelvin Lindsey  
Print Name: Kelvin Lindsey

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 day of June, 2006, by Ronnie Ferguson, as Jacksonville Housing Authority of Jacksonville Housing Authority, a body politic and corporate, on behalf of the body. ~~He~~/she  is personally know to me or  produced \_\_\_\_\_ as identification:



Phyllis B. Andruszkiewicz  
Notary Public, State of Florida  
Printed: Phyllis B. Andruszkiewicz  
My commission expires: 6/25/2010  
Commission no.: DD 529446

## EXHIBIT A

## LEGAL DESCRIPTION

A replat of a portion of Lots 16, 17, and 18, Block 5, Replat of Palm Crest, according to the Plat thereof recorded in Plat Book 6, Page 84 of the current public records of Duval County; together with Lots 15, 16 and 17; a portion of Lots 5, 6, 7, 8, 9 and 18, and a portion of the former 10 foot alley Block 39, and a portion of the former right of way of Ash Street, closed by Ordinance Y-118 recorded in Deed Book 1557, Page 176 of said public records; replat of Brentwood, according to the plat thereof recorded in Plat Book 5, Page 38, of said public records; together with a portion of Brentwood Avenue, closed by Ordinance 94-1059-584 recorded in Official Records Volume 7967, Page 2041, of said public records; together with a portion of the Charles F. Sibbald Grant, Section 55, Township 2 South, Range 26 East, City of Jacksonville, Duval County, Florida, being all of the Plat of Brentwood Park Community according to Plat Book 60 pages 116-120, of the current public records of Duval County, Florida.

EXHIBIT B  
COMMON AREAS

1. Northwest Entrance Island on Oak Arbor Road.
2. North Roundabout at intersection of Brentwood Boulevard, Oak Arbor Road and Oak Arbor Circle.
3. North Island on Brentwood Boulevard.
4. East Park identified as Tract B on Plat of Brentwood Park Community.
5. Middle Island on Brentwood Boulevard (partially on JHA Property).
6. Retention Pond located on JHA Property.
7. Community Center located on JHA Property.