

Prepared by:  
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Building A, Suite 200  
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**REVIVED DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
BISCAYNE ESTATES EAST UNIT TWO**

THIS REVIVED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BISCAYNE ESTATES EAST UNIT TWO is made effective by the Biscayne Estates East Community Association, Inc. (the "Association"), a Florida not for profit corporation, this 28 day of December, 2022.

**RECITALS**

A. The Association's Developer recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit Two which is recorded at Official Records Book 6754, Page 2280, et seq., together with its amendments, of the Public Records of Duval County, Florida (together referred to as the "Previous Declaration");

B. All of the land encumbered by the Previous Declaration is depicted on the plat for Biscayne Estates East Unit Two recorded at Plat Book 45, pages 57, 57A, 57B and 57C, of the public records of Duval County, Florida;

C. The covenants, conditions, and restrictions contained in the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act;

D. The Organizing Committee for the Revitalization of the community's governing documents consists of:

Carlton Jones 1832 Daytona Lane Jacksonville, FL 32218 (904) 910-0814	William Adams III 11491 Key Biscayne Dr. Jacksonville, FL 32218 (904) 450-0179	Larenza Mungin 11402 Sarasota Ln. Jacksonville, FL 32218 (904) 704-9912
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E. The organizing committee for the Association does hereby submit the following Revived Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit Two pursuant to 720.403, Florida Statutes, as the "Revived Declaration";

F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto; and,

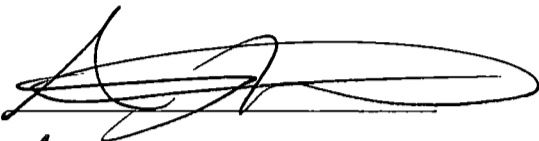
G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration as follows:

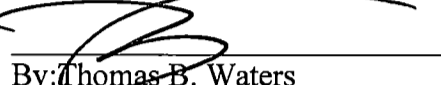
IN WITNESS WHEREOF, the Biscayne Estates East Community Association, Inc has executed this Revived Declaration the date stated above.

Signed, sealed and delivered in the presence of:

Biscayne Estates East Community Association, Inc.,  
a Florida Not for Profit Corporation



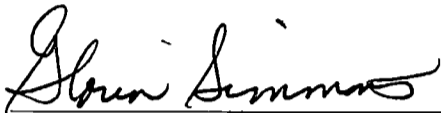
Angela K. Martin  
Print Name



By: Thomas B. Waters  
Its: President

Kathy Cravy

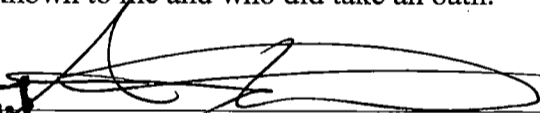
Kathy Cravy  
Print Name



Attest By: Gloria Simmons  
Its: Secretary

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me [x] by physical presence or [ ] by online notarization this 20 day of December, 2022 by Thomas B. Waters, as President for Biscayne Estates East Community Association, Inc, a Florida not for profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.



(Print Name Angela K. Martin)  
 NOTARY PUBLIC, State of Florida At Large.  
 Commission No. \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS

FOR

BISCAYNE ESTATES EAST UNIT TWO

THIS DECLARATION, made as of the 17th day of July, 1989, by FIXEL LAND GROUP, INC., a Florida corporation (the "Developer").

STATEMENT OF FACTS:

A. The Developer is the owner of Lots 103 through and including 188, Biscayne Estates East Unit Two according to plat thereof recorded in Plat Book 95, pages 57, 57A-C of the current public records of Duval County, Florida (the "Plat"). All of such Lots are referred to as the "Lots".

B. In order to develop and maintain Biscayne Estates East Unit Two 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 Two (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 Two, 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.
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 Two 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 together with its assigns, upon a specific assignment to such 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

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

This instrument is being recorded to insert Plat book and page which was inadvertently left off.

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contract for deed covering any Lot, the Owner of such Lot shall be the purchaser and not the fee simple holder.

- 9. "Plat" means the plat of Biscayne Estates East Unit Two, recorded in Plat Book \_\_\_\_\_, pages \_\_\_\_\_ 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, FNMA and GNMA and (viii) any affiliate, subsidiary, successor or assignees of any of the foregoing, holding a mortgage on a Lot, and (b) Developer II and so long as Developer holds a mortgage on a Lot.
- 11. "Lake" means the Lake 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 the Retention Pond (the "Lake") and that portion of each Lot which abuts the Lake as shown on the Plat (the "Maintenance Easements"); Developer further reserves for the use and benefit of the Association access easements for 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 the Lake. The Maintenance Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Lake and for the purpose of maintaining the Lake 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 the Lake in order to maintain the same.

2.3 Non-Access Easements.

A. There are 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 and Montward Drive.

2.4 The Lake. The Lake shall be maintained by the Association and 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 the 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 the Lake or dump garbage, refuse, or foreign objects therein or pump or remove water therefrom.

2.5 Insurance. The Association shall carry and maintain insurance as may be provided or permitted 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.

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OFFICIAL RECORDS3.3 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.

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 76 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 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 Bulking. No bulking 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.

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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 800 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.

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 Two 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, paper box 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, paper boxes 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

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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 first had and obtained. No satellite dishes shall be placed on any Lot or attached 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 Destruction 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 platted as right-of-way. Developer reserves the right to impose easements for drainage and maintenance thereof on any Lot owned by it.

5.19 Fences. Prior to occupancy of a dwelling located upon any Lot which is contiguous with either Montward Drive or Biscayne Boulevard, the owner of such Lot shall cause to be erected a fence (the "Border Fence") along the lot line(s) which is (are) contiguous with Montward Drive or Biscayne Boulevard of such height and material as designated by Developer. The Lot owners subject to this Section 5.19 will have the right to and shall connect the Border Fence with the Border Fence constructed upon neighboring Lots. The Owner of each such Lot will have the duty to keep the Border Fence on such owner's Lot in good repair and condition and to repair or replace such Border Fence when necessary.

## 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.

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6.2 Further Subdivision. Developer reserves the right to re-subdivide the Lots provided; however, no residence shall be erected upon or allowed to occupy such re-subdivided 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 re-subdivision all provisions hereof shall apply to each such re-subdivided Lot as if each re-subdivided Lot had been a Lot as shown on the Plat.

6.3 Maintenance of Exterior. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a slightly 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 slightly 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 (1) an enclosed area attached to the dwelling and constructed in a manner approved by the Developer or (2) 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 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 1/85th 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. 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

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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 Association's obligations. The initial Annual General Assessment shall be determined by multiplying \$8.33 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 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.

7.5 Initial Guarantee 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 \$8.33 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, the guarantee of the Developer 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 Lot's 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 ten (10) days after the due date shall bear interest at the highest lawful rate.

(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

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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.

(c) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by an 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 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**

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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 5.2, 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 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 hereafter 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 32257, 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 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

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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.

8.15 **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.

8.16 **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 term 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:

FIXEL LAND GROUP, INC.,  
a Florida corporation  
By \_\_\_\_\_ President  
DEVELOPER

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7 day of June 1989 by Alex F. ..., the \_\_\_\_\_ President, of Fixel Land Group, Inc., a Florida corporation, on behalf of the corporation.

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**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 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 21 day of July, 1989 in the manner and form required by law as follows:

JACKSONVILLE FEDERAL SAVINGS BANK f/k/a  
JACKSONVILLE FEDERAL SAVINGS AND LOAN  
ASSOCIATION  
By C. L. Patterson  
Its Sr. Vice President

ATTEST:  
By Christine Huggins  
Its Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of July 1989 by C. L. Patterson Sr. Vice President of Jacksonville Federal Savings and Loan Association, on behalf of such corporation.

Selcha M. Arant  
Notary Public, State of Florida  
My Commission Expires:



OFFICIAL NOTARY SEAL  
SELCHA M. ARANT  
MY COM. EXP. 12/29/90

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JOINED

THE UNDERSIGNED, SHERMAN ORGANIZATION, INC., a Florida corporation, the owner and holder of that certain mortgage recorded in Official Records Book 6560, page 922 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 19 day of July, 1989 in the manner and form required by law as follows:

SHERMAN ORGANIZATION, INC.  
By: [Signature]  
its President

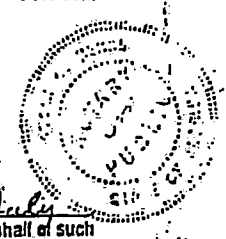
ATTEST:  
By: \_\_\_\_\_  
its Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL Broward

The foregoing instrument was acknowledged before me this 19 day of July, 1989 by [Signature] President of Sherman Organization, Inc., on behalf of such corporation.

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

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: SEPT. 15, 1991.  
NOTICE THAT NOTARY PUBLIC UNDERWRITERS



079736

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA  
AUG 3 4 56 PM '89  
RECORD VERIFIED  
[Signature]  
CLERK OF COUNTY COURT

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA  
AUG 25 10 32 AM '89  
RECORD VERIFIED  
[Signature]  
CLERK OF COUNTY COURT

087888

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FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS  
FOR  
BISCAYNE ESTATES EAST UNIT TWO

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit Two is made this 25th day of August, 1989 by Fixal Land Group, Inc. ("Declarant").

The Covenants, Conditions, Restrictions and Easements set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit Two ("Declaration") recorded on August 8, 1989 in Official Records Volume 6743, Page 1188, of the current public records of Duval County, Florida and re-recorded on 8-25-89 in Official Records Volume 6754, Page 2280 of the current public records of Duval County, Florida, to correct scrivener's errors, are hereby amended to add the following:

ARTICLE IX

JURISDICTIONAL WETLANDS AREAS

The Jurisdictional Wetlands Areas (the "Wetlands") as depicted on the maps attached as Exhibit A and Exhibit B, attached hereto and made a part hereof, are hereby declared to be subject to a conservation restriction. The following uses of the Wetlands are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District ("SJRWMD", which term includes its successors):

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Wetlands; and
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and
- (c) The removal or destruction of trees, shrubs or other vegetation from the Wetlands; and
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Wetlands; and
- (e) Any use which would be detrimental to the retention of the Wetlands in their natural condition.
- (f) Acts or uses detrimental to such retention of land or water areas.

The restrictions hereby created and declared will be perpetual.

The Association ("Association", which term will have the same meaning as that in the Declaration), its successors and assigns and the SJRWMD will have the right to enter upon the Wetlands at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any of the Wetlands, shall be responsible for the periodic removal of trash and other debris which may accumulate on such Wetlands.

The prohibitions and restrictions upon the Wetlands as set forth in this Section may be enforced by the SJRWMD by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Section may not be amended without prior approval from the SJRWMD.

All rights and obligations hereunder are appurtenances and covenants running with the Wetlands and will be binding upon, and will inure to the benefit of the Association, its successors and assigns.

ARTICLE X

TERMINATION OF ASSOCIATION

In the event of termination, dissolution or final liquidation of the Association prior thereto, the responsibility for the operation and maintenance of the surface water management system will be transferred to and accepted by an entity which would comply with Section 40C-42.027, E.A.C. and be accepted by SJRWMD.

8/25/89/LF  
89-231.07

*Prepared by and return to Barry Anacker & Schneider, P.A.  
4215 Southeast Boulevard Suite 100 Jacksonville Florida 32216.*

(4)

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ARTICLE XI

AMENDMENT

Any amendment to the Declaration which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the SJRWMD.

ARTICLE XII

PLATS AND MAPS

Wetlands must be clearly delineated on all plat given to individual buyers or owners of Lots encumbered by the Wetlands.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

*[Handwritten signature]*

FIXEL LAND GROUP, INC.,  
a Florida Corporation

By *[Handwritten signature]*  
Alan Fixel, Its President

STATE OF FLORIDA  
COUNTY OF DUVAL

*August* The foregoing instrument was acknowledged before me this *25* day of *August*, 1989 by Alan Fixel, the President of Fixel Land Group, Inc., a Florida corporation, on behalf of the corporation.

*[Handwritten signature]*  
Notary Public, State of Florida  
My commission expires:

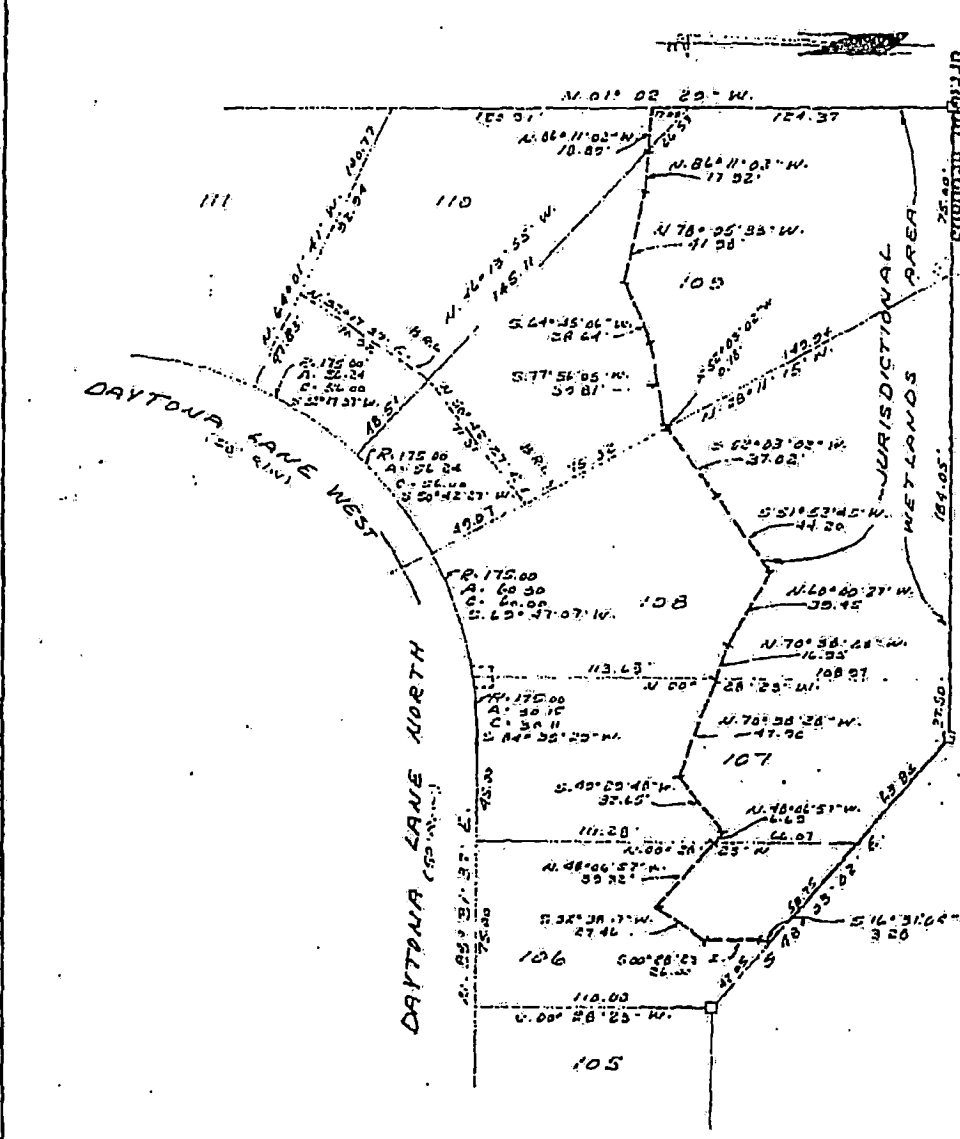
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 27, 1991

EXHIBIT A

MAP SHOWING JURISDICTIONAL WETLANDS LINE  
 LOTS 110, 109, 108, 107 AND 106 AS SHOWN ON MAP OF  
 BISCAYNE ESTATES EAST UNIT TWO  
 AS RECORDED IN PLAT BOOK 45 PAGES 57-57C OF THE PUBLIC RECORDS OF DUVAL CO., FLA.  
 CERTIFIED FOR: FIVEL ENTERPRISES, INC.

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BEARINGS BASED ON PLAT AS SHOWN.

I HEREBY CERTIFY THAT THE \_\_\_\_\_ SHOWN HEREON IS IN THE SPECIAL FLOOD HAZARD ZONE \_\_\_\_\_ AS SHOWN  
 ON FLOOD INSURANCE RATE MAP \_\_\_\_\_ FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED \_\_\_\_\_

**ALL AMERICAN SURVEYORS, INC.**  
 LAND SURVEYORS 2400 W. UNIVERSITY BLVD. JACKSONVILLE, FLORIDA 32217 - 904-261-8155

- LEGEND
- CONC. HWY
  - IRON COR. (SET WITH CAP #10 3/8")
  - X— FENCE
  - IRON COR. (FOUND)
  - ⊗ CROSS EUM

I HEREBY CERTIFY THAT THE ABOVE LINES WERE SURVEYED UNDER MY PERSONAL SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO STATUTES 470.32, FLORIDA, STATUTES

JAMES D. HARRISON, S. L. S. NO. 2647

SCALE 1" = 40'

DATE 2-22-89

REGISTERED SURVEYOR STATE OF FLORIDA



P. 3. 44

ORDER NO. 18-2872-PDA



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VEL 6754 PG 291

RE-RECORD  
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JOINDER

THE UNDERSIGNED, SHERMAN ORGANIZATION, INC., a Florida corporation, the owner and holder of that certain mortgage recorded in Official Records Book 6560, page 922 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 19 day of July, 1989 in the manner and form required by law as follows:

SHERMAN ORGANIZATION, INC.

By [Signature]  
its President

ATTEST:

By: \_\_\_\_\_  
its Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL Broward

The foregoing instrument was acknowledged before me this 19 day of July, 1989 by [Signature] President of Sherman Organization, Inc., on behalf of such corporation.

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

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: SEPT. 15, 1991.  
LONGER THAN NOTARY PUBLIC UNDERWRITES.



079736

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA

AUG 3 4 56 PM '89

RECORD VERIFIED  
[Signature]  
CLERK OF DISTRICT COURT

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA  
AUG 25 10 32 AM '89  
RECORD VERIFIED  
[Signature]  
CLERK OF DISTRICT COURT

087888

Doc # 2017095829, OR BK 17958 Page 2059, Number Pages: 4, Recorded 04/26/2017 at 09:55 AM, Ronnie Fussell CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$35.50

This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire  
Address: Tankel Law Group  
1022 Main Street, Suite D  
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENTS TO THE DECLARATIONS  
FOR  
BISCAYNE ESTATES UNIT ONE AND BISCAYNE ESTATES EAST UNIT TWO**

I HEREBY CERTIFY THAT the attached amendments to the Declaration of Biscayne Estates Unit One as described in O.R. Book 6642, Page 1225, et. seq. and Biscayne Estates Unit Two as described in O.R. Book 6743, Page 1188, et. seq. and re-recorded in O.R. Book 6754, Page 2280, et. seq., and as subsequently amended (hereinafter referred to as the "Declarations"), of the Public Records of Duval County, Florida, was duly approved in the manner required therein.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of April, 2017 at Duval County, Florida.

**BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.**, A Florida not-for-profit corporation

By Curtis Houston  
Curtis Houston, Vice President

WITNESSES:

Sammy Baruch  
Signature of Witness #1  
Sammy Baruch  
Printed Name of Witness #1  
Lynn Baruch  
Signature of Witness #2  
Lynn Baruch  
Printed Name of Witness #2

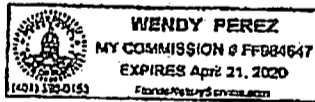
STATE OF FLORIDA )  
COUNTY OF DUVAL )

BEFORE ME, the undersigned personally appeared Curtis Houston, to me known to be the Vice President of Biscayne Estates East Community Association, Inc., and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation. He is personally known to me or has produced Fl. Drivers Lic. as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of April, 2017.

Wendy Perez  
Notary Public  
Printed Name: Wendy Perez

My commission expires: 1/21/20



Tammy Larrick  
Signature of Witness #1

Tammy Larrick  
Printed Name of Witness #1

Lane Brooks  
Signature of Witness #2

Lane Brooks  
Printed Name of Witness #2

STATE OF FLORIDA )  
COUNTY OF DUVAL )

BEFORE ME, the undersigned personally appeared Gloria Simmons, to me known to be the Secretary of Discoyne Estates East Community Association, Inc., and acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said corporation. She is personally known to me or has produced Florida Driver License as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of April, 2017.

Gloria Simmons  
Attest  
Gloria Simmons, Secretary

Wendy Perez  
Notary Public  
Printed Name: Wendy Perez

My commission expires:

4/21/20



OR BK 17958 PAGE 2061

ADOPTED AMENDMENT  
TO THE  
DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
BISCAYNE ESTATES EAST UNIT ONE AND BISCAYNE ESTATES EAST UNIT TWO

1. It has been adopted to amend Sections 7.6, (d) of the Declarations as follows:  
(additions indicated by underlining; deletions indicated by strike-throughs):

(d) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by an 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.~~ Notwithstanding anything to the contrary contained in this Declaration, upon the foreclosure of a first mortgage, the first mortgagee taking title by foreclosure or deed in lieu thereof shall be required to pay such amounts as are contained in Section 720.3085, Florida Statutes, as amended from time to time. All others obtaining title by foreclosure of a first mortgage or deed in lieu thereof shall be obligated to pay all amounts owed by the previous owner including interest, costs, late fees and legal fees, if any, that were due at the time of transfer.

ADOPTED AMENDMENT  
TO THE  
DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
BISCAYNE ESTATES EAST UNIT ONE AND BISCAYNE ESTATES EAST UNIT TWO

1. It has been adopted to add a new Section 6.11 to Article VI - Use Restrictions and Covenants of the Declaration as follows: (additions indicated by underlining; deletions indicated by strike-throughs):

6.11 Lease Restrictions. Lots shall be used for single family residential purposes only. No Lot may be leased during the first two (2) years of ownership, except in the case of hardship. The Board shall use its discretion in determining hardship situations, such as death, disability or job loss. Owners may lease their Lot pursuant to the terms and restrictions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and Chapter 720, Florida Statutes, as amended from time to time. The Lease shall have a term of not less than twelve (12) months and no Lot shall be leased more than one time in said twelve (12) month period nor shall it be sub-leased.

All leases or occupancy agreements shall be in writing and a copy of all leases of any Lot shall be provided to the Association prior to occupancy by any tenant.

The Board reserves the rights to make rules and regulations to maintain the integrity of these restrictions. This provision shall not apply to the Association or its successors in title if it takes title to a Lot in a lien foreclosure.

# BISCAYNE ESTATES EAST UNIT TWO

A PORTION OF LOT 6, OF THE SUBDIVISION OF THE J. BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

### CAPTION

A portion of Lot 6, of the subdivision of the J. Broward Grant, Section 49, Township 1 South, Range 26 East, City of Jacksonville, Duval County, Florida, was proposed in Plat Book 45, City of Jacksonville, Duval County, Florida, and proposed in Plat Book 45, City of Jacksonville, Duval County, Florida, as follows: ...

### ADOPTION AND DEDICATION

This is to certify that Fixel Land Group, Inc., a Florida Corporation, in the joint name of the parties hereto, has caused to be filed in the office of the Clerk of Duval County, Florida, a certain plat of land, to-wit: ...

### APPROVED FOR THE RECORD

This is to certify that this plat has been examined, corrected and approved by the City Council of Jacksonville, Florida, on this 27th day of March, A. D. 1933.

### CLERK'S CERTIFICATE 89-76625

This is to certify that this plat has been examined and approved by the Clerk of Duval County, Florida, on this 27th day of March, A. D. 1933.

### DEVELOPER'S CERTIFICATE

This is to certify that Fixel Land Group, Inc., has complied with the City of Jacksonville, Florida, Ordinance No. 111, relating to the subdivision of land, and that the plat is correct and true to the original survey.

### SURVEYOR'S CERTIFICATE

I hereby certify that this plat is a true and correct representation of the land hereby described, and that the same is in accordance with the original survey and the plat of the same.

**Fixel Land Group, Inc.**  
a Florida Corporation  
President: *[Signature]*  
Vice President: *[Signature]*  
Secretary: *[Signature]*  
Treasurer: *[Signature]*  
State of Florida  
The following statement was submitted to me on this 7th day of March, A. D. 1933, by *[Signature]*, Secretary of Fixel Land Group, Inc., a Florida Corporation, and is hereby certified to be true and correct.

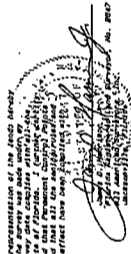
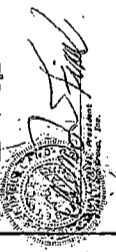
**Sherman Organization, Inc.**  
a Florida Corporation  
President: *[Signature]*  
Vice President: *[Signature]*  
Secretary: *[Signature]*  
Treasurer: *[Signature]*  
State of Florida  
The following statement was submitted to me on this 1st day of March, A. D. 1933, by *[Signature]*, Secretary of Sherman Organization, Inc., a Florida Corporation, and is hereby certified to be true and correct.

**Jacksonville Federal Savings and Loan Association**  
a United States of America Corporation  
President: *[Signature]*  
Vice President: *[Signature]*  
Secretary: *[Signature]*  
Treasurer: *[Signature]*  
State of Florida  
The following statement was submitted to me on this 7th day of March, A. D. 1933, by *[Signature]*, Secretary of Jacksonville Federal Savings and Loan Association, a United States of America Corporation, and is hereby certified to be true and correct.



Prepared by  
ALL AMERICAN BANKERS, INC.  
4500 RAND BLDG  
JACKSONVILLE, FLORIDA 32207  
(904) 255-4125

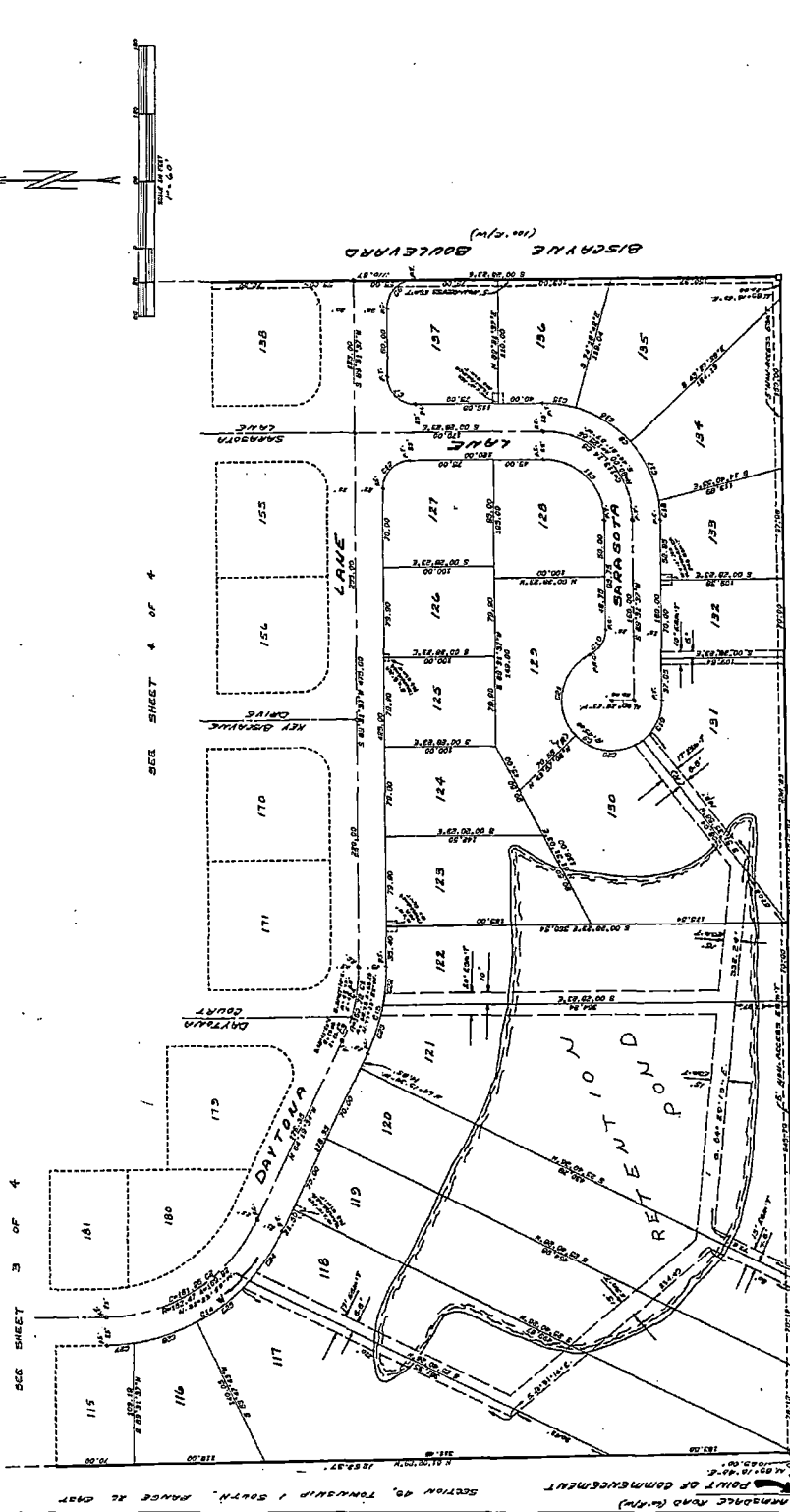
APPROVED  
DATE: 6/30/33  
By: *[Signature]*  
City Council  
For: *[Signature]*  
City Engineer



Sheet 2 of 4 Sheets

# BISCAYNE ESTATES EAST UNIT TWO

A PORTION OF LOT 6 OF THE SUBDIVISION OF THE J. BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



MOUNTWARD ROAD (100'-0" W)

BISCAYNE BOULEVARD (100'-0" W)

DAYTONA COURT

LAKE SARASOTA

RETENTION POND

SEE SHEET 3 OF 4

SEE SHEET 4 OF 4

POINT OF BEGINNING

POINT OF TERMINATION

POINT OF COMMENCEMENT

POINT OF DISCONTINUITY

POINT OF INTERSECTION

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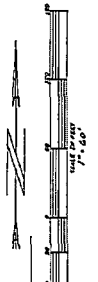
PLAT BOOK 45 PAGE 576

Sheet 5 of 4 Sheets

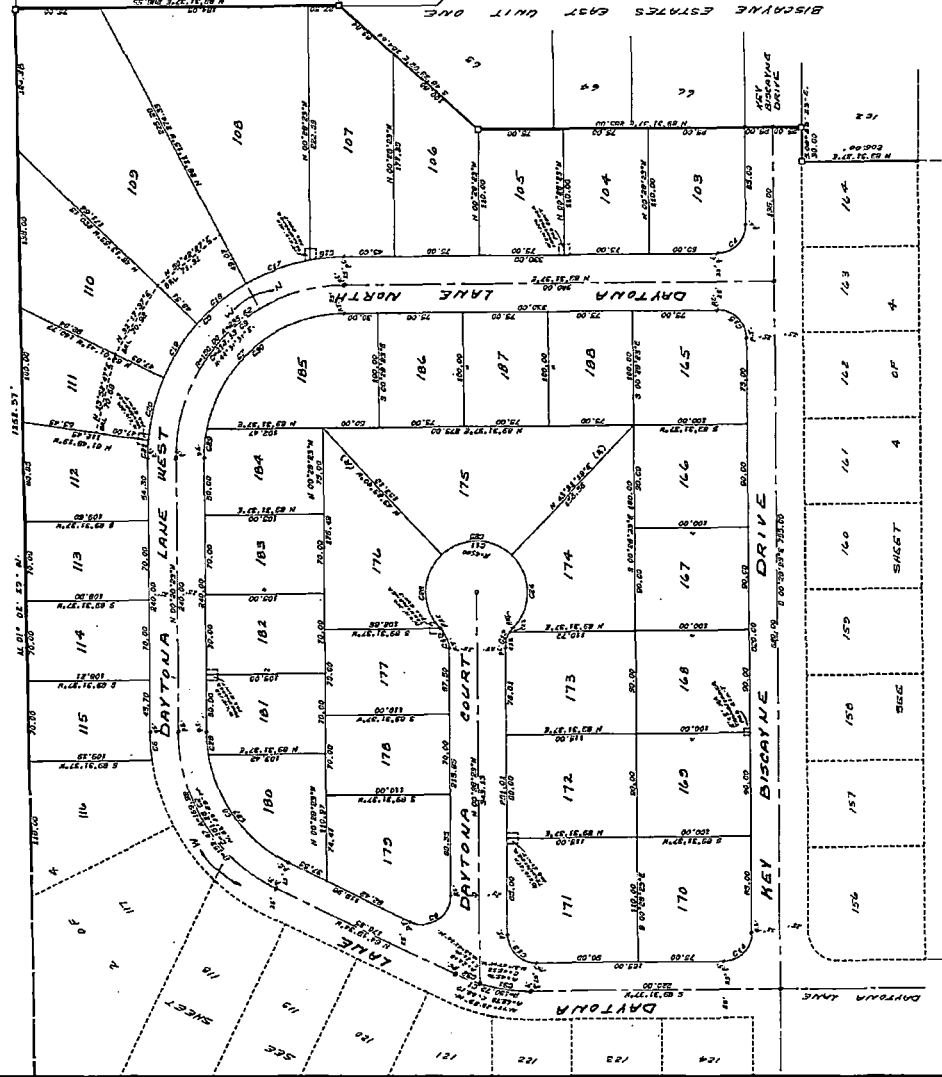
# BISCAYNE ESTATES EAST UNIT TWO

A PORTION OF LOT 6, OF THE SUBDIVISION OF THE J. BROWARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA.

SECTION 49 . TOWNSHIP 1 SOUTH . RANGE 26 EAST



OWNER	AREA	AMOUNT	CHARGE	DATE	TABLE	AMOUNT	CHARGE	DATE	TABLE
1	100.00	100.00				100.00			
2	100.00	100.00				100.00			
3	100.00	100.00				100.00			
4	100.00	100.00				100.00			
5	100.00	100.00				100.00			
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7	100.00	100.00				100.00			
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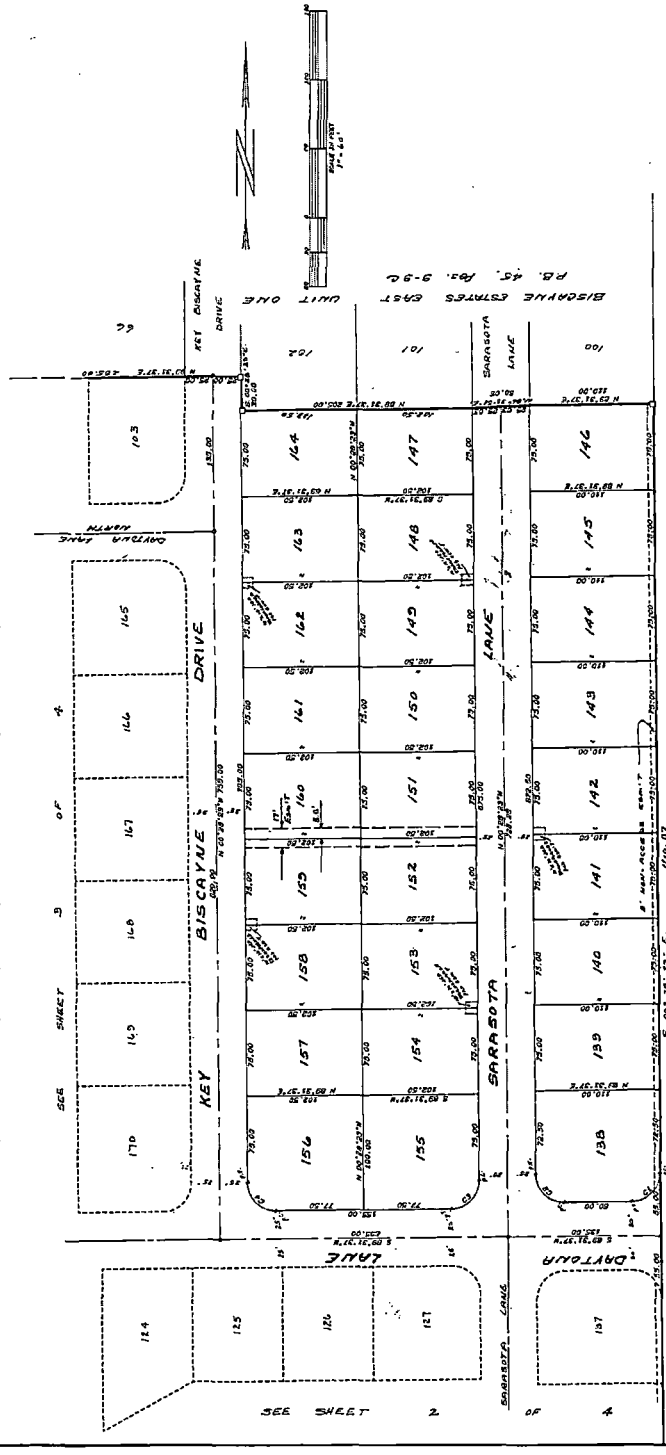
SEE SHEET 4 OF 4 FOR GENERAL NOTES.

Prepared by:  
ALL AMERICAN SURVEYORS, INC.  
1000 UNIVERSITY BLVD.  
JACKSONVILLE, FLORIDA 32207  
1994 389-1189

P.S.D. 87-065

# BISCAÿNE ESTATES EAST UNIT TWO

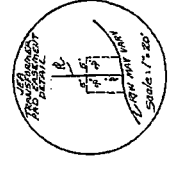
A PORTION OF LOT 6, OF THE SUBDIVISION OF THE J. BRIMARD GRANT, SECTION 49, TOWNSHIP 1 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



**GENERAL NOTES**

- 1) 0' DIMENSIONS APPROXIMATE REFER TO CENTERLINE (FROM)
- 2) 0' DIMENSIONS APPROXIMATE REFER TO CENTERLINE (FROM)
- 3) 0' DIMENSIONS APPROXIMATE REFER TO CENTERLINE (FROM)
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- 5) 0' DIMENSIONS APPROXIMATE REFER TO CENTERLINE (FROM)
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- 10) 0' DIMENSIONS APPROXIMATE REFER TO CENTERLINE (FROM)

LINE	START	END	BEARING	DISTANCE
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3	124.00	124.00	N 00° 00' 00" E	0.00
4	124.00	124.00	N 00° 00' 00" E	0.00



Prepared by:  
 MICHAEL J. BURNETT, INC.  
 4520 WOOD ROAD  
 JACKSONVILLE, FLORIDA 32217  
 (904) 786-1111

P.S.D. 87-063

Homeowner	Address	Lot	Plat
Hill, Jermone	1821 Daytona Lane N Jacksonville FL 32218	103	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Davis, Leonard	1829 Daytona Lane N Jacksonville FL 32218	104	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Taff, Ambrose	1837 Daytona Lane N Jacksonville FL 32218	105	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Gaffney, Reginald	1845 Daytona Lane N Jacksonville FL 32218	106	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Jones, Sandra	1853 Daytona Ln N Jacksonville FL 32218	107	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Mcclain, Ronald	1861 Daytona Lane N Jacksonville FL 32218	108	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Wright, Edward	11518 Daytona Lane W Jacksonville FL 32218	109	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Arnold, Kenneth & Sharon	11510 Daytona Lane W Jacksonville FL 32218	110	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Hunt, George & Alicia	11502 Daytona Lane W Jacksonville FL 32218	111	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Lockley, Kim	11494 Daytona Lane W Jacksonville FL 32218	112	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Evans, Sondra	11486 Daytona Lane W Jacksonville FL 32218	113	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Wells, Velvet	11478 Daytona Lane W Jacksonville FL 32218	114	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Pulliam, John & Lisa	11470 Daytona Lane W Jacksonville FL 32218	115	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Forest, James & Gale	11462 Daytona Lane W Jacksonville FL 32218	116	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Kendrick, Kelvin & Sheila	11454 Daytona Lane W Jacksonville FL 32218	117	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
MUPR 3 Assets LLC	1888 Daytona Lane Jacksonville FL 32218	118	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Sims, Marvin	1880 Daytona Lane Jacksonville FL 32218	119	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Jackson, Dennis	1872 Daytona Lane Jacksonville FL 32218	120	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida

Salmon, Gerry & Harriet	1864 Daytona Lane	Jacksonville	FL	32218	121	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Genwright, James & Donna	1856 Daytona Lane	Jacksonville	FL	32218	122	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Brown, Jimmie	1848 Daytona Lane	Jacksonville	FL	32218	123	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Lawrence, Anthony & Linda	1840 Daytona Lane	Jacksonville	FL	32218	124	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Jones, Carlton	1832 Daytona Ln	Jacksonville	FL	32218	125	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Waters, Thomas	1824 Daytona Lane	Jacksonville	FL	32218	126	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Beneby, Paula Alimoski, Redzep Alimoski, Sefika	1816 Daytona Ln	Jacksonville	FL	32218	127	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Outing, Bernard & Sandra	11428 Sarasota Ln	Jacksonville	FL	32218	128	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Brooks, Lethaniel	11412 Sarasota Ln	Jacksonville	FL	32218	129	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Confidential Per FL Statute	11405 Sarasota Ln	Jacksonville	FL	32218	131	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Mccooy, Darryl & Lawanda	11402 Sarasota Ln	Jacksonville	FL	32218	130	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Eloir, Wilkins & Delicia	11411 Sarasota Ln	Jacksonville	FL	32218	132	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Moses, Jeanette	11417 Sarasota Ln	Jacksonville	FL	32218	133	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Holloman, Cheryl	11423 Sarasota Ln	Jacksonville	FL	32218	134	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Haywood, Raymond	11431 Sarasota Ln	Jacksonville	FL	32218	135	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Ebenezer United Methodist	11439 Sarasota Ln	Jacksonville	FL	32218	136	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Givens, Janice Snelling	11447 Sarasota Ln	Jacksonville	FL	32218	137	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
	1803 Daytona Lane	Jacksonville	FL	32218	138	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida

Moultrie, Loretta	11463 Sarasota Ln	Jacksonville	FL	32218	139	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Sumter, Rosalyn	11469 Sarasota Lane	Jacksonville	FL	32218	140	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Anderson, Carolyn	11479 Sarasota Ln	Jacksonville	FL	32218	141	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Master, Doug & Esmin	11487 Sarasota Lane	Jacksonville	FL	32218	142	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Xingyu Wang, Frank	11495 Sarasota Ln	Jacksonville	FL	32209	143	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Patterson, Marcus & Towanda	11503 Sarasota Lane	Jacksonville	FL	32218	144	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Lewis, Elijah	11511 Sarasota Ln	Jacksonville	FL	32218	145	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Skrine, Veronica	11519 Sarasota Lane	Jacksonville	FL	32218	146	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Hester, Jasmine L	11520 Sarasota Lane	Jacksonville	FL	32218	147	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Smith, Clifford	11512 Sarasota Lane	Jacksonville	FL	32218	148	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Jones, Frederick & Jean	11504 Sarasota Ln	Jacksonville	FL	32218	149	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Coleman, Gwendolyn	11496 Sarasota Ln	Jacksonville	FL	32218	150	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Rivers, Dorothy	11488 Sarasota Lane	Jacksonville	FL	32218	151	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Faulk, Maurice	11480 Sarasota Lane	Jacksonville	FL	32218	152	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Battle, Norma	11472 Sarasota Ln	Jacksonville	FL	32218	153	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Parker, Henry & Lois	11464 Sarasota Ln	Jacksonville	FL	32218	154	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Morgan, Corinthian & Rena	1815 Daytona Ln	Jacksonville	FL	32218	155	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Furlow, Frances	1823 Daytona Lane	Jacksonville	FL	32218	156	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida

Alvin, Alfred & Sarah	11465 Key Biscayne Dr	Jacksonville	FL	32218	157	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Cochran, Ruby	11473 Key Biscayne Dr	Jacksonville	FL	32218	158	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Riley, Sandra	11479 Key Biscayne Dr	Jacksonville	FL	32218	159	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Campfield, Shelia	11483 Key Biscayne Dr	Jacksonville	FL	32218	160	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Adams III, William	11491 Key Biscayne Dr	Jacksonville	FL	32218	161	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Turner, Petra	11499 Key Biscayne Dr	Jacksonville	FL	32218	162	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Terry, Jackie	11507 Key Biscayne Dr	Jacksonville	FL	32218	163	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Williams, Silas & Darlene	11519 Key Biscayne Dr	Jacksonville	FL	32218	164	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Davis, Brian	1820 Daytona Lane N	Jacksonville	FL	32218	165	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Minors, Thurman	11490 Key Biscayne Dr	Jacksonville	FL	32218	166	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Thomas, June	11482 Key Biscayne Dr	Jacksonville	FL	32218	167	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Mitchell, Latonia	11474 Key Biscayne Dr	Jacksonville	FL	32218	168	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Grant, Michael & Ann	11466 Key Biscayne Dr	Jacksonville	FL	32218	169	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Reid, William	1849 Daytona Lane	Jacksonville	FL	32218	170	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Latimer, Glemon	1855 Daytona Lane	Jacksonville	FL	32218	171	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Jenkins, Tommie	11463 Daytona Ct	Jacksonville	FL	32203	172	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Robinson, Albert	11471 Daytona Ct	Jacksonville	FL	32218	173	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida
Perkins, Samuel	11479 Daytona Court	Jacksonville	FL	32218	174	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C; Duval County, Florida

Dixon, Herman	11488 Daytona Ct	Jacksonville	FL	32218	175	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Richardson, Curtis	11480 Daytona Ct	Jacksonville	FL	32218	176	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Sims, Margaret	11472 Daytona Court	Jacksonville	FL	32218	177	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Burks, Jessie & Sheila	11464 Daytona Ct	Jacksonville	FL	32218	178	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Harris, Delores V	11456 Daytona Court	Jacksonville	FL	32218	179	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Hopkins, Evelyn	11471 Daytona Ln	Jacksonville	FL	32218	180,181	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Butts, Alesia	11479 Daytona Lane W	Jacksonville	FL	32218	182	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Edwards, Gregory	11487 Daytona Lane W	Jacksonville	FL	32218	183	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Jones, Christopher	11495 Daytona Lane W	Jacksonville	FL	32218	184	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Johnson, Vernon	1858 Daytona Lane N	Jacksonville	FL	32218	185	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Richardson, Cheryl	1844 Daytona Lane N	Jacksonville	FL	32218	186	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Wilkinson, William	1836 Daytona Lane N	Jacksonville	FL	32218	187	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida
Ings, James & Juanita	1828 Daytona Lane N	Jacksonville	FL	32218	188	Biscayne Estates East Unit 2, BK 45, PGs 57, 57A, 57B, 57C: Duval County, Florida

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This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire  
Address:  
Tankel Law Group  
1022 Main Street, Suite D  
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF RECORDATION OF THE ARTICLES OF INCORPORATION AND THE ADOPTION AND RECORDATION OF THE BYLAWS OF BISCAZYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit One originally recorded at O.R. Book 6642, Page 1225, et seq. and the Declaration of Covenants, Conditions, Restrictions and Easements of Biscayne Estates East Unit Two originally recorded in O.R. 6743, Page 1188, et. seq. and re-recorded in O.R. 6754, Page 2280, et. seq., and as subsequently amended (hereinafter referred to as the "Declarations") of the Public Records of Duval County, Florida; and;

WHEREAS, the Articles of Incorporation (hereinafter referred to as the "Articles") of Biscayne Estates East Community Association, Inc., (hereinafter referred to as the "Association") were not attached as an exhibit to the Declaration at the time of recording; and

WHEREAS, the Board of Directors of Biscayne Estates East Community Association, Inc. (the "Board") is putting the World on notice of the contents and existence of the Articles.

WHEREAS, the Board of Biscayne Estates East Community Association, Inc. is granted the power and authority to adopt the initial Bylaws; and

WHEREAS, after diligent search, no Bylaws have ever been adopted as allowed by the Articles; and

WHEREAS, the Board is desirous of adopting the Bylaws and putting the World on notice of the adoption of Bylaws of the Association.

NOW THEREFORE, the Board hereby resolves as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. Attached hereto is a true and correct copy of the Articles of Biscayne Estates East Community Association, Inc. (Exhibit "A").
3. The purpose of recording this instrument is to put the World on notice of the existence of the Articles and the contents thereof.

4. Attached hereto is a true and correct copy of the Bylaws of the Association, as adopted by the Board (Exhibit "B").

5. The purpose of recording this instrument is to put the World on notice of the adoption of the Bylaws and the contents thereof.

IN WITNESS WHEREOF, the Board has approved the Bylaws and recording of this Certificate of Recordation of the Articles of Incorporation and the Adoption and Recordation of the Bylaws this 21<sup>st</sup> day of March, 2017 at a duly called meeting at which a quorum was present by a vote of all to 0.

**BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.**, A Florida not-for-profit corporation

WITNESSES:

Ruth L. McKay  
Signature of Witness #1

Ruth McKay  
Printed Name of Witness #1

By: Thomas B. Waters  
Thomas B. Waters, President



STATE OF FLORIDA )  
COUNTY OF DUVAL )

BEFORE ME, the undersigned personally appeared Thomas B. Waters, to me known to be the President of Biscayne Estates East Community Association, Inc., and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation. He is personally known to me or has produced Fl. Drivers License as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 21 day of March, 2017.

Wendy Perez  
Notary Public  
Printed Name: Wendy Perez

My commission expires: 4/21/2020

Curtis Houston  
Signature of Witness #2

Curtis Houston  
Printed Name of Witness #2

STATE OF FLORIDA     )  
COUNTY OF DUVAL    )

Attest Gloria Simmons  
Gloria Simmons, Secretary



BEFORE ME, the undersigned personally appeared Gloria Simmons, to me known to be the Secretary of Biscayne Estates East Community Association, Inc., and acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said corporation. She is personally known to me or has produced Fl. Drivers License as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 21 day of March, 2017.

Wendy Perez  
Notary Public  
Printed Name: Wendy Perez

My commission expires: 4/21/2020

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of BISCAVNE ESTATES EAST COMMUNITY ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N30234.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Fourth day of October, 2016



CR2EO22 (1-11)

*Ken Detzner*  
Ken Detzner  
Secretary of State

Exhibit "A"

ARTICLES OF INCORPORATION  
OF  
COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT ONE, INC.  
OF JACKSONVILLE

We, the undersigned, acting as incorporators of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter called the "Association") is COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT ONE, INC. OF JACKSONVILLE.

ARTICLE II

The specific primary purposes for which the Association is formed are:

1. To provide for the maintenance of the Lakes, as shown on the Plat of Biscayne Estates East Unit One (the "Plat") recorded in Plat Book 22, pages 111, 112, 113 of the public records of Duval County, Florida and to provide for landscaping and maintenance of the median at the entrance to Biscayne Estates East Unit One as provided in Declaration of Covenants, Conditions and Restrictions and Easements for Biscayne Estates East Unit One (the "Declaration") to be recorded in the public records of Duval County, Florida; and

In furtherance of such purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to Biscayne Estates East Unit One.
- (b) Assess, levy, and collect, and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, including expenses incidental to the conduct of the business of the Association, and also including all censuses, taxes, or governmental charges levied on or imposed against the Association as well as insurance maintained by the Association.
- (c) Acquire, own, maintain, convey, sell, lease, transfer or otherwise dispose of personal property in connection with the affairs of the Association.
- (d) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a vested present fee or undivided fee interest in any lot shown

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on the Flat shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and residence address of each subscriber is:

- Alan Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217
- Michael Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217
- Elizabeth Mary Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217

ARTICLE VI

The affairs of the Association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and treasurer. One person may hold one or more of such offices. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members.

The names of the officers who are to serve until the first election are:

- President Alan Fixel
- Vice President Michael Fixel
- Treasurer Alan Fixel
- Secretary Alan Fixel

ARTICLE VII

The number of persons constituting the first board of directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election which shall be held at the first annual meeting of the Association are:

- Alan Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217
- Michael Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217
- Elizabeth Mary Fixel 4221 Baymeadows Road Suite 7 Jacksonville, Florida 32217

Election of directors, except for the first board of directors of the Association, shall be held at the annual meeting of the Association. The number of directors may be increased or decreased from time to time as provided in the bylaws of the Association, but shall never be less than three nor more than five.

#### ARTICLE VIII

The bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting except that the initial bylaws of the Association shall be made and adopted by the board of directors.

#### ARTICLE IX

Amendments to these articles of incorporation may be proposed by any member of the Association. These articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of, and present at such meeting.

#### ARTICLE X

The Association shall have two classes of members as follows:

**Class A Members.** Class A members shall be all owners of lots (the "Lots") as shown on the Plat with the exception of Fixed Land Group, Inc., a Florida corporation (the "Developer") so long as Class B membership shall exist, and shall be entitled to one vote for each lot owned provided, however, there shall be no vote by virtue of owning a portion of a Lot, but, rather, the Owner of the resulting Lot, subdivided in accordance with the provisions of the Declaration, shall be entitled to such vote. When more than one person holds an interest in any Lot, all such persons shall be members; however, the vote for such Lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any Lot owned by Class A members.

**Class B Members.** The Class B member shall be the Developer, who, until such time as its Class B membership is terminated, shall have sole voting rights in the Association, and the Class A members shall have no voting rights except for altering or amending these Articles of Incorporation or bylaws of the Association as herein provided. The Class B membership shall cease and be converted to Class A membership at the sooner of the following: (i) the Developer so elects by written notice to the Association; (ii) the Developer has conveyed 92 of the Lots in Biscayne Estates East Unit One to unrelated third parties or (iii) three years following date of execution of the Declaration.

#### ARTICLE XI

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

ARTICLE XII

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII

The registered office of the corporation shall be at 4221 Baymeadows Road, Suite 7, Jacksonville, Florida 32217, and the registered agent at such address shall be Alan Fixel.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set out hands and seals this 26th day of July, 1988.

Alan Fixel (SEAL)
Michael Fixel (SEAL)
Elizabeth Mary Fixel (SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of July, 1988 by Alan Fixel.

Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of July, 1988 by Michael Fixel.

Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of July, 1988 by Elizabeth Mary Fixel.

Notary Public, State of Florida
My Commission Expires:

CERTIFICATE

DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Sec. 48.091, Florida Statutes, the following is submitted:

That Community Association of Biscayne Estates East Unit One, Inc. of Jacksonville, desiring to organize under the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, in the City of Jacksonville, County of Duval, State of Florida, has named Alan Fixel, 4221 Baymeadows Road, Suite 7, Jacksonville, Florida 32217, County of Duval, State of Florida, as its agent to accept service of process within the State of Florida.

\_\_\_\_\_  
Incorporator  
\_\_\_\_\_  
Incorporator  
\_\_\_\_\_  
Incorporator

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept such appointment and agree to act in this capacity, and agree to comply with the provisions of law relating to keeping said office open.

\_\_\_\_\_  
Alan Fixel, Registered Agent

ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT ONE, INC.  
OF JACKSONVILLE

Pursuant to the provisions of Articles of Incorporation of the Community Association of Biscayne Estates East Unit One, Inc. of Jacksonville, a meeting of the members of the Association and Board of Directors was held on the 1 day of JANUARY 1990, whereat the following Articles of Amendment were adopted by unanimous consent of all members present at such meeting:

1. The first sentence of Article VI is hereby amended to read as follows:

The affairs of the Association shall be managed by a board of directors, a president, vice president, secretary and treasurer, who will also serve as ex-officio voting members of the board of directors during their respective term of office.

2. The following is added to Article VII:

The number of persons constituting the board of directors will be seven (7) plus the officers which serve as ex-officio members during their respective term of office. The number of directors may be amended as provided by the Bylaws but shall never be less than three (3) nor more than seven (7) directors, exclusive of ex-officio members.

3. The following Article is hereby added:

ARTICLE XIV

Until the end of fiscal year 1990, neither the members of the Association, Board of Directors nor the Officers may expend funds or incur liabilities in excess of the allocations provided in the budget (the "Fiscal 1990 Budget") adopted in December 1989 for fiscal year 1990. The Fiscal 1990 Budget may be amended only with the written consent of the Developer. This Article XIV will in no way limit the Board of Directors' authority pursuant to these Articles for any fiscal year other than fiscal year 1990. Any action by the Board of Directors or Officers in violation of this Article XIV will cause the members of the Board or Officers violating same to be personally liable for such action, notwithstanding any contrary provision in these Articles of Incorporation. Notwithstanding the provisions of Article IX, this Article XIV may not be altered, repeated or amended until December 31, 1990 except by unanimous vote of all members of the Association and with the written consent of the Developer at a meeting held after 120 days prior written notice to all members of the Association and to the Developer.

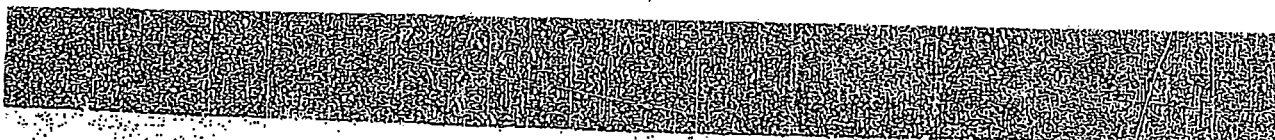
4. In all other respects, except as specifically changed and modified in these Articles of Amendment to the Articles of Incorporation, all of the provisions contained in the Articles of Incorporation of the Community Association of Biscayne Estates East Unit One, Inc. of Jacksonville shall be and remain the same.

Executed by the undersigned this 1 day of JAN 1990

COMMUNITY ASSOCIATION OF BISCAYNE  
ESTATES EAST UNIT ONE, INC. OF  
JACKSONVILLE

By [Signature]  
Its President

Attest [Signature]  
Secretary



Jan. 11 '90 12:30 6660 A & S, P.A.

904-737-3842

P. 10

STATE OF FLORIDA  
COUNTY OF DUVAL

Before me a notary public authorized to take acknowledgements in the State and County set forth above, personally appeared ALAN FIXEL and ALAN FIXEL, as President and Secretary of the Community Association of Biscayne Estates East Unit One, Inc. of Jacksonville, respectively, and known to me and known by me to be the persons who executed the foregoing Amendment to the Articles of Incorporation, and acknowledged before me that they executed that Amendment to the Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 1 day of JAN 1990.

*James Bender*  
Notary Public, State of Florida  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires May 31, 1991  
Bonded thru Patterson-Becht Agency

*Biscayne Estates East  
Community Association*

P. O. Box 28462  
Jacksonville, FL 32218-8462

FILED  
1992 AUG -4 4 00 PM  
SERIALIZED  
TALLAHASSEE STATE  
FLORIDA

July 28, 1992

ARTICLES OF MERGER

A meeting of the members of the Community Association of Biscayne Estates East Unit One, Inc., and the Community Association of Biscayne Estates East Unit Two, Inc., was held on July 1, 1992. Proper written notice was given to all members entitled to vote as per the Articles of Incorporation. At the meeting, the Plan of Merger was adopted unanimously.

The number of votes cast for the Community Association of Biscayne Estates East Unit One, Inc., was sufficient for approval. The count of the vote was twenty (20) in favor of the Plan and none (0) opposed. The number of votes cast for the Community Association of Biscayne Estates East Unit Two, Inc., was sufficient for approval. The count of the vote was fourteen (14) in favor of the Plan and none (0) opposed.

*Charles King*

\_\_\_\_\_  
PRESIDENT, CHARLES KING

BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.

*Charles King*

\_\_\_\_\_  
PRESIDENT, CHARLES KING

The Community Association of Biscayne Estates East Unit One.  
The Plan of Merger is attached.

\_\_\_\_\_  
Meetings held the fourth Monday of each month, 7 p.m.  
Dunns Avenue Library  
\_\_\_\_\_

## *Biscayne Estates East Community Association*

P. O. BOX 28462  
Jacksonville, FL 32218-8462

July 28, 1997

### CORPORATE PLAN OF MERGER

1. The corporations planning to merge are THE COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT ONE, INC. OF JACKSONVILLE, and THE COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT TWO, INC. OF JACKSONVILLE. Both are corporations not for profit and organized under the Laws of the State of Florida.
2. The surviving corporation will be THE COMMUNITY ASSOCIATION OF BISCAYNE ESTATES EAST UNIT ONE, INC. OF JACKSONVILLE and the name will be changed to BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.
3. Biscayne Estates East is a subdivision of homes located in Jacksonville, Florida. The purpose of the merger is to create one homeowner's association for the entire community.
4. The changes to the Articles of Incorporation are:
  - a. Name: BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.
  - b. Article II, Section 1, shall read:
 

To provide for the maintenance of the lakes, as shown on the Plans of Biscayne Estates East Unit One and Biscayne Estates East Unit Two (the "Plans") recorded in Plat Book 45, pages 4, 9A, 9B, 9C, and Plat Book 47, pages 57, 57A, 57B, and 57C, respectively, of the public records of Duval County, Florida, and to provide for landscaping and maintenance at the entrances (including the median) of Biscayne Estates East Unit One and Unit Two as provided in the Declarations of Covenants, Conditions, and Restrictions and Resolutions for Biscayne Estates East Unit One and Unit Two (the "Declarations") to be recorded in the public records of Duval County, Florida; and,

in furtherance of such purposes, the Association shall have power to:

*Biscayne Estates East  
Community Association*

P. O. Box 28462  
Jacksonville, FL 32218-8462

- c. Article II, Section 1 (a), shall read:  
Perform all of the duties and obligations of the Association as set forth in the Declarations applicable to Biscayne Estates East Unit One and Biscayne Estates East Unit Two;
- d. Wherever the word Declaration appears, it shall be made plural (Declarations).
- e. Wherever the word Plat appears, it shall be made plural (Plats).

**BYLAWS**

**BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at: 4003 Hartley Road, Jacksonville, Florida 32257, or such other place as is designated by the Board of Directors, but meetings of Members and directors may be held at such places within Duval County, Florida, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions, Restrictions and Easements for Biscayne Estates East Unit One and Biscayne Estates East Unit Two (hereafter the "Declarations") are hereby incorporated by reference.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in December, at such time as the Board of Directors shall determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. All Membership and Board meetings should be conducted pursuant to Roberts Rules of Order and according to Florida Statute as may be amended from time to time.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-half (50%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of meetings shall be given as provided by Section 720.306, as amended from time to time.

Exhibit "B"

Section 4. Quorum. The presence at the meeting of Members entitled to cast at least ten (10%) percent of the Voting Interest of the membership votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat of a meeting officially called by the President, without notice with at least ten percent (10%) of the Voting Interests of the Membership. Unless otherwise provided in these Bylaws, the Articles of Incorporation or the Declarations, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

**ARTICLE IV**  
**BOARD OF DIRECTORS; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) members or more than seven (7) members, as may be determined by the Board of Directors prior to the Annual Meeting from time to time.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the Association Turnover meeting and will appoint the First Board of Directors to take effect directly after the Association Turnover Meeting. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association with the exception of the initial Board of Directors of the Association as set forth in the Articles of Incorporation. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nominations may be made from the floor at the Annual Meeting.

Section 2. Election. Election to the Board of Directors shall be by vote or written ballot at the Annual Meeting. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected.

**ARTICLE VI**  
**MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board and can be changed from time to time as needed. Meetings shall be held at such place and hour as available and decided by the President.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President. Each Director shall be given not less than two (2) days notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

Section 3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, with authorization of the President, any other officer of director, may take such action on behalf of the Association as reasonably required to appropriately respond to the emergency situation.

Section 4. Quorum. A Majority of the number of directors shall constitute a quorum for the transaction of business for a meeting noticed and called by the President. Every act or decision done or made by a quorum of the Directors present at a duly held meeting, at which a quorum is present, shall be action of the Board. Directors may attend meetings telephonically. When some or all Directors meet by telephone conference, those Directors attending by telephone conference shall be counted toward obtaining a quorum and may vote by telephone. A telephone speaker shall be utilized at the noticed location of the meeting so that the conversation of those Directors may be heard by the Board, as well as any member present at the meeting. Members may not attend Board meetings telephonically. Directors may not vote by proxy or by secret ballot at Board Meetings except that secret ballots may be used in the election of officers for the Board of Directors.

Section 5. Notices. Notices of all Board meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

**ARTICLE VII**  
**POWERS OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the use of the Lots, Common Area and facilities, and their personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or to the extent required by law, appoint committees to give notice and hold hearings to fine or suspend. Such rights may also be suspended after notice and hearing for infractions of published rules and regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other Provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including the power to adopt annual budgets as set forth therein;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts as required by law;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(e) collect at first closing on the Parcel the balance of the assessment owing for the remaining portion of the year;

(f) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a

certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(h) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(i) cause the Common Area to be maintained;

(j) to charge a fee for providing estoppel amounts to owners and their agents when requested. The information may be provided within fifteen (15) days from a proper request in writing and received by the Association, its' agent or counsel. The amount charged shall be in such amount as the Association, its' agents and counsel deem to be appropriate in the situation, and include, but not be limited to the following factors: Whether there is ongoing or pending litigation against the owner or the lot; The time and labor required, the novelty and difficulty involved in preparation of the estoppel, and the skill requisite to perform the estoppel preparation properly at the time of the adoption hereof; The fee currently customarily charged in Florida for similar services; The amount involved; The time limitations imposed by the client or by the circumstances; The nature and length of the professional relationship with the client. In no event shall any law retroactively impair the rights and obligations herein; and

(i) to impose deed based transfer fees on resale or other transfer of Lots, which shall be deemed to be assessments as stated in the Declaration, in such amounts as the Board deems to be appropriate. Such fees shall be based on the following criteria: the proceeds of the fee are used exclusively to support maintenance and improvement to encumbered properties, and acquisition, improvement, administration, and maintenance of property owned by the covered association of which the owners of the burdened property are members and used primarily for their benefit. Direct benefit also includes cultural, educational, charitable, recreational, environmental, conservation or other similar activities that: (1) Are conducted in or protect the burdened community or adjacent or contiguous property, or (2) Are conducted on other property that is used primarily by residents of the burdened community.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, or a combination of secretary/treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless she/he resigns, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the President. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the President. The officer appointed to such vacancy shall serve for the remainder of the term of the officer they replaced.

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

**PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall sign all checks and promissory notes.

**VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability to act, and shall exercise and discharge such other duties as may be required of them by the Board.

**SECRETARY**

(c) The secretary shall properly record the votes and scribe the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings as directed by the President; and provide current records and meeting minutes to the Community Association Manager (CAM) showing Members of the Association together with their addresses, and shall perform such other duties as required by the President.

**TREASURER**

(d) The Treasurer shall review bank statements of the Association for consistencies and irregularities. The treasurer shall also work directly with the Community Association Manager (CAM) who is directed by the President and responsible for disbursing funds; signing all checks and promissory notes of the Association; keeping proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year when directed by the President; and shall under the direction of the President, prepare or have prepared an annual budget and make a copy available to the Members or as specified by current State of Florida Statue(s).

**ARTICLE IX  
COMMITTEES**

The President shall appoint an Architectural Committee, as provided in the Declaration. In addition, the President shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X  
BOOKS AND RECORDS**

Section 1. The official books, records and papers of the Association, as defined by current State of Florida Statue(s), shall at all times during reasonable business hours with prior scheduled appointment requested in writing by the member, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association with prior scheduled appointment requested in writing. Copies may be purchased by any member at reasonable cost.

Section 2. Adopted Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times subsequent to transfer of control of the Association to owners other than the Developer with prior scheduled appointment requested in writing, the Association shall retain these minutes for at least seven (7) years.

Section 3. The Association shall maintain Official Records as required by Chapter 720, as amended, from time to time.

**ARTICLE XI  
CORPORATE SEAL**

The Association may have a seal in circular form having within its circumference the words BISCAYNE ESTATES EAST COMMUNITY ASSOCIATION, INC. and within the center the word "Florida".

**ARTICLE XII  
AMENDMENTS**

Section 1. These Bylaws may only be amended, at a regular or special meeting of the Board of Directors, by a majority vote of the Board of Directors.

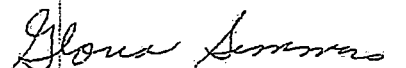
Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws, the Declaration shall control.

**ARTICLE XIII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

These Bylaws constitute as the initial Bylaws of the Corporation and are hereby adopted by the Board of Directors. ADOPTED by the Board of Directors this 19 day of April, 2017

  
\_\_\_\_\_  
Curtis Houston, Vice-President

  
\_\_\_\_\_  
Glorvia Simmons, Secretary

**Ron DeSantis**  
GOVERNOR



**Dane Eagle**  
SECRETARY

December 9, 2022

Charles W. Brown, Jr., Esq.  
Crabtree Law Group, P.A.  
8777 San Jose Boulevard  
Building A, Suite 200  
Jacksonville, Florida 32217

**Re: Biscayne Estates East Community Association, Inc. – Unit Two; Approval;  
Determination Number: 22234**

Dear Mr. Brown:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Biscayne Estates East Community Association, Inc. – Unit Two (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association’s Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county’s public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Charles W. Brown, Jr., Esq.  
December 9, 2022  
Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.