

**SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
HIGHLAND LAKES ON ARGYLE UNIT ONE AND UNIT TWO**

THIS DECLARATION, made on the date hereinafter set forth by HIGHLAND LAKES JOINT VENTURE (formerly known as Highlands-on-Argyle Joint Venture), a joint venture comprised of SUMMERHOMES INCORPORATED, a Florida corporation, and BAITA/LANDTEC ASSOCIATES, IV, LTD., a Florida limited partnership, hereinafter referred to as "Declarant."

W I T N E S S E T H:

Declarant is the owner of all of the lots in Highland Lakes on Argyle Unit Two as recorded in Plat Book 44, page 55 et seq., of the public records of Duval County, Florida, and further has reserved the right to impose additional covenants and restrictions on the land known as Highland Lakes on Argyle Unit One which do not lower the standards of the covenants and restrictions contained in Official Records Volume 6498, page 1985.

Declarant has determined that certain covenants and restrictions should be applicable to all of the lots in Highland Lakes on Argyle Unit One and Unit Two and does hereby declare that all of Highland Lakes on Argyle Unit One and Unit Two shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and shall run with the land and be binding on all parties having any right, title or interest in Highland Lakes on Argyle Unit One and Unit Two or any part thereof and shall inure to the benefit of each owner thereof. If there is any conflict or inconsistency between any of the restrictions set forth below and any other restrictions heretofore imposed on such properties, the provisions of these restrictions shall control:

1. Each Residential Lot is restricted to use as a single-family residence. All provisions and requirements of the zoning code applicable thereto as the same now exists shall be applicable to each Residential Lot.

2. Each Unit shall include an enclosed garage. The enclosed garage shall be used for the parking of automobiles and no automobiles regularly used by a resident of a Unit shall be parked on any street in the subdivision unless there is an automobile parked in such enclosed garage.

RECORD AND RETURN TO:

THIS INSTRUMENT WAS PREPARED BY:  
JAMES S. TAYLOR of  
ULMER, MURCHISON, ASHBY & TAYLOR  
P. O. BOX 479  
1600 FIRST UNION BUILDING  
JACKSONVILLE, FLORIDA 32202

3. No platted lot shall be subdivided without approval of the Association.

4. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, except those initially constructed by the Developer, until the plans and specifications showing the nature, kind, shape, height, size, material and location of the same shall have been submitted to and approved in writing by the Association. In making a determination as to whether such improvement will be approved, the Association shall consider the design and color scheme in relation to surrounding structures, the structural design and location in relation to surrounding structures and topography. No lawn decorations such as (but not limited to) planter boxes, statuary, bird baths, fountains and the like are permitted without approval of the Association.

5. No additions or exterior alterations to any Unit as originally constructed shall be allowed without the written approval of the Association. No enclosed garage area shall be converted into living space.

6. No change in the original exterior color or materials of any Unit shall be allowed without the written approval of the Association.

7. No awnings, shade or other extraneous fixtures or decorations shall be attached to the exterior of any Unit and no exterior windows or doors may be altered, added, deleted or relocated without the written approval of the Association. No window covering or window treatment (including drapes, curtains, shutters and the like) shall be permitted in any window where there is any color visible from the outside of the unit except white or light cream color.

8. No shed, shack, trailer, tent or other temporary or removable building or structure of any kind shall be erected or permitted to remain on any Residential Lot. This paragraph shall not prevent the use of a temporary building during the period of actual construction of a building and other improvements permitted hereunder nor the use of adequate sanitary toilet facilities for workers during the course of such construction. Likewise, the Developer may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Residential Lot and may maintain such sales offices as may be necessary for the conduct of sales within the subdivision.

9. No sign of any character shall be displayed upon or permitted to remain on any Unit except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed and shall be of material, size, height and design as approved by the Association. The Association may enter upon

any Unit and summarily remove any sign which violates the provisions of this paragraph. Such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any wise for damages on account thereof. Nothing herein shall prevent the Developer from erecting or maintaining such commercial and display signs as may be necessary for development or sales purposes.

10. No clothing or other household fabric shall be hung in the open on any Unit.

11. No mailbox or paperbox or other receptacle of any kind designed for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Unit except those approved by the Association.

12. No illegal, noxious or offensive activities shall be permitted or carried on on any Unit or any part thereof, nor shall anything be permitted to be done thereon which is or may become a nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any Unit or any part thereof. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any Unit or any part thereof or road right-of-way adjacent thereto. No mechanical repairs shall be performed on any vehicle on any Unit or road right-of-way adjacent thereto except minor repairs that are completed within a two-hour period.

13. Not more than two domestic animals shall be kept on any Unit. No animal shall be kept on a Unit for any commercial or breeding use or purpose. If, in the opinion of the Association, any animal becomes dangerous or becomes an annoyance or nuisance in the neighborhood or destructive of wildlife, the Association may prohibit such animal from being kept on a Unit.

14. Unless prior approval of the Association has been obtained in writing, no window air-conditioning unit shall be installed in any Unit.

15. No boats, campers, recreational vehicles, trailers, trucks or other vehicles of any type shall be kept parked on any Unit or any part thereof or right of way adjacent thereto, except within the confines of an enclosed garage. The doors of all garages shall be kept closed at all times (except when opened for the purpose of permitting ingress and egress of an automobile and then for so long as reasonably necessary for such purpose). Parking on rights of way shall be subject to regulation by the Association. No vehicle shall be parked on any Residential lot or street in the subdivision unless the same is usable on the highways of Florida and has a current state license tag.

16. Unless responsibility is assumed by the Association, each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and exterior improvements painted and in good repair.

Wherever the term "Association" is used herein it means, with respect to Highland Lakes on Argyle Unit One, the Master Association created pursuant to the Declaration recorded in Official Records Volume 6498, page 1985, of the public records of Duval County and, with respect to Highland Lakes on Argyle Unit Two, the Association created pursuant to Declaration recorded in Official Records Volume 6576, page 406-413 of said public records. Notwithstanding the creation of an association for Unit Two, the Master Association shall continue to have the powers with respect to Unit Two as are provided for in the original Declaration which powers shall be concurrent with the Association created for Unit Two.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their corporate names by their respective officers thereunto duly authorized this 9th day of September, 1988.

Signed, sealed and delivered  
in the presence of:

HIGHLAND LAKES JOINT VENTURE,  
a joint venture

By: Baita/Landtec Associates, IV,  
Ltd., a Florida limited  
partnership, its General  
partner

By: Baita International, Inc.,  
general partner

Vickie Buttleman

Marianna Belen

By Frank E. Campbell  
Its VICE President

and

Vickie Buttleman  
Marianna Bellon

By: Landtec International, Inc.,  
general partner

[Signature]  
By: [Signature] President

Gregg Antonia  
Vitor P. [Signature]

By: Summerhomes Incorporated,  
a Florida corporation

By: [Signature]  
Its [Signature] President  
(Corporate Seal)

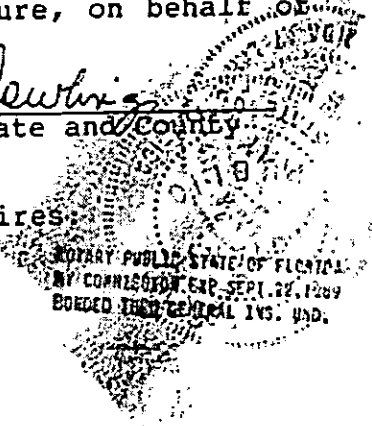
STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this  
16th day of September, 1988, by Franklin P. Treadwell,  
the Vice President of BAITA INTERNATIONAL, INC., a general  
partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner  
of HIGHLAND LAKES JOINT VENTURE, a joint venture, on behalf of  
the Venture.

Doris A. Stewart  
Notary Public, State and County  
aforesaid

My Commission expires

(Notarial Seal)



STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of September, 1988, by David B. Owen the President of LANDTEC INTERNATIONAL, INC., a general partner of BAITA/LANDTEC ASSOCIATES, IV, LTD., a general partner of HIGHLAND LAKES JOINT VENTURE, on behalf of the Venture.

Doris A. Dowling  
Notary Public, State and County  
aforesaid

My Commission expires:

(Notarial Seal)

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 22, 1992  
BONDED THROUGH [unclear]

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of September, 1988, by Charles A. [unclear] the President of SUMMERHOMES INCORPORATED, a general partner of HIGHLAND LAKES JOINT VENTURE, a joint venture on behalf of the venture.

[Signature]  
Notary Public, State and County  
aforesaid

My Commission expires:

(Notarial Seal)

Notary Public, State of Florida  
Commission Expires Feb. 21, 1992  
BONDED THROUGH [unclear]

CONSENT OF MORTGAGEE

The undersigned, the owner and holder of a mortgage encumbering portions of the Subdivision described in the foregoing Declaration of Covenants, Conditions and Restrictions, hereby consents to the same and subordinates its mortgage to said Declaration.

Dated September 16, 1988

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF JACKSONVILLE

By Willard E. Allen, Jr.  
Its Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of September, 1988, by Willard E. Allen, Jr. the Vice President of First Federal Savings and Loan Assn. of Jax. a officer on behalf of the association.

Matthew P. Ziller  
Notary Public, State and County  
aforesaid

My Commission expires:

(Notarial Seal) NOTARY PUBLIC STATE OF FLORIDA  
Commission Expires Dec. 8, 1989

88-98525  
30 SEP 22 P 3: 23

HENRY W. COOK

CLERK OF DISTRICT COURT