

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NORTHLAKE UNIT TWO

THIS DECLARATION, made on the date hereinafter set forth by Holly Point Development Corporation, a Florida corporation for profit, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Duval County, Florida, which is more particularly described as:

All the land described in that certain Plat of Northlake Unit Two, according to the Plat thereof recorded in Plat Book 46, pages 60, 60A, 60B, 60C, 60D, 60E, 60F, and 60G, inclusive, of the current public records of Duval County, Florida.

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NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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Record & Return to:

THIS INSTRUMENT WAS PREPARED WITHOUT
BENEFIT OF ANY TITLE EVIDENCE BY:

WILLIAM B. RYAN, JR., Attorney
RYAN AND MARKS
3000-8 HARTLEY ROAD
JACKSONVILLE, FLORIDA 32217.

MP-1528

ARTICLE IDEFINITIONS

Section 1. Articles. This means the Articles of incorporation, and any duly adopted and duly filed amendments to them, accepted for filing with the Florida Department of State on the 18 day of October, 1990, under Document No. 11-40401.

Section 2. Association. This means Northlake Unit Two of Duval County Owners Association, Inc.

Section 3. By-laws. This means the instrument commemorating the rules for managing the business and regulating the affairs of the Association, as adopted at the organizational meeting for this Association, and all duly adopted amendments.

Section 4. Common Areas. This means all real property (including the improvements thereto) owned and/or maintained by this Association for the common use and enjoyment of the owners. At the time of the recordation of this Declaration, the Association will not be the owner of any property constituting a common area. However, nothing in this provision is intended to preclude the Association from acquiring title to properties constituting common areas in the future, subject to the limitations provided by the Articles, the By-laws, this Declaration, and applicable laws and regulations. The initial common areas to be maintained by the Association are the surface water or stormwater management system, including the areas of conservation as established by the Water Management District permit.

Section 5. Declarant. This means and shall refer to Holly Point Development Corporation, a Florida corporation for profit.

Section 6. Declaration. This means this instrument and any duly adopted and duly recorded amendments.

Section 7. FHA. This means the U. S. Department of Housing and Urban Development, Federal Housing Administration, and where applicable will include the Secretary of that Department, and any successor to that agency.

Section 8. Lot. This means and shall refer to any plot of land shown upon the plat of Northlake Unit Two with the exception of the common areas and the public right-of-ways. Northlake Unit Two has 109 lots.

Section 9. Owner. This shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of Northlake Unit Two, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Nothing in the foregoing shall be construed to excuse the accrual of the duties of an owner from beginning as of the time that they acquire their fee simple title rather than the time that their conveyance becomes a matter of record in the current public records of Duval County, Florida.

Section 10. Property or Properties. This means and shall refer to all of the real property described in that certain Plat of Northlake Unit Two, according to the Plat thereof recorded in Plat Book 46, pages 60, 60A, 60B, 60C, 60D, 60E, 60F, and 60G, inclusive, of the current public records of Duval County, Florida.

Section 11. Surface Water or Stormwater Management System. This means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40-C-42, F.A.C.

Section 12. VA. This means the U. S. Department of Veterans Benefits, Veterans Administration, and any successor to that agency.

Section 13. Water Management District. This means the St. Johns River Water Management District, a Florida public agency, and any successor to that agency.

Section 14. Northlake Unit Two. This means all of the real property described in and made subject to the plat entitled "Northlake Unit Two", as recorded in the Plat thereof recorded in Plat Book 46, pages 60, 60A, 60B, 60C, 60D, 60E, 60F, and 60G, inclusive, of the current public records of Duval County, Florida, and any duly adopted and duly recorded amendment to that plat.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass

with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the owners, excluding the Declarant, has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Mortgaging or Conveying of Common Areas. If, in the future, the Association should become the owner of a common area, that common area shall not be mortgaged or conveyed without the consent of at least two-thirds of the lot owners, excluding the Declarant.

Section 4. Ingress and Egress to Any Residence. If, in the future, ingress and egress to any residence should be through a common area, then any conveyance or encumbrance of that common area must be made subject to the lot owner's easement. At the time of the execution, delivery and recordation of this Declaration there are no methods of ingress or egress to any residence through any common areas.

Section 5. Conveyance of Common Area. As previously stated in this Declaration, at the time of its recordation the Declarant does not intend to convey to the Association title to any common areas. If, in the future, the Declarant, or others, should convey to the Association title to common areas, then that conveyance must comply with the HUD requirement that title to the common area be conveyed to the Association free and clear of all encumbrances.

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Section 6. No Absolute Liability Imposed Upon Owners. Absolute liability is not imposed on lot owners for damage to common areas or lots in Northlake Unit Two.

ARTICLE IIIMEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. All owners are entitled to automatic membership and to voting rights in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1996

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments,

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together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 3. Maximum Annual Assessment. Beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty and No/100 Dollars (\$30.00) per Lot.

- (a) From and after January 1 of the next year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the next year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January of the year following the recordation of this Declaration. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, who may establish a method for installment payment of annual assessments, i.e., monthly or quarterly. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

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However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Assessments and Mortgagees. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under any mortgage, unless the owner and their lender should otherwise separately agree among themselves.

ARTICLE VARCHITECTURAL CONTROL

Section 1. Approval of All Improvements. All improvements, including landscaping, which is permitted by this instrument shall be commenced or placed on any lot described in this instrument, nor shall any exterior modification to any previously approved improvement be commenced, unless and until plans (including a site plan) and specifications showing the nature, kind, shape, height, materials and location of the proposed improvements have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to the surrounding structures and topography. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after adequate plans and specifications have been submitted and actually received by them, approval shall not be required; and compliance with this article shall be deemed to have been made.

Section 2. Composition of Architectural Control Committee. Initially, the Architectural Control Committee shall be composed of individuals solely selected by the Declarant. This exclusive right of architectural control in favor of the Declarant shall expire when the initial transfer of the fee simple interest of the Declarant in all of the 109 lots has occurred.

Section 3. Successors to Declarant. When the exclusive architectural control rights in favor of the Declarant or his successors in interest have fully expired under the terms of the foregoing paragraph, then the architectural control powers shall pass automatically to the Board of Directors of the Association; and the Board of Directors of the Association shall have the power to appoint a special Architectural Control Committee.

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Section 4. Composition of Architectural Control Committee and Voting Procedures. The Architectural Control Committee may consist of as many natural persons as the Declarant or the Board of Directors of the Association, whoever may have the power at the particular time, may elect. However, in all events, the number of persons shall be an odd number. All issues before the Architectural Control Committee shall be decided by a simple majority vote of the total number of the members of the committee.

Section 5. Power to Waive Minor Violations. The Architectural Control Committee shall have the power to waive violations of this instrument which it deems to be minor, as for example, a violation of a building restriction line. In such an event, an instrument evidencing the waiver of the minor violation shall be duly executed and recorded in the current public records of Duval County, Florida.

ARTICLE VIGENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

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Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Relationship Between Declaration, Articles and By-laws. This Declaration, the Articles, and the By-laws, shall be read together as a uniform set of rights and duties. In the event of a conflict between their terms, the specific shall control over the general. In the event that that rule is not sufficient to decide the question, then each document shall prevail over the other in this priority: first this Declaration, then the Articles, and then the By-laws.

Section 7. Applicable Laws and Remedies. This Declaration, the Articles, and the By-laws, shall be construed and enforced according to the laws of the State of Florida. All beneficiaries of those agreements shall be entitled to all rights and remedies provided by those laws. Jurisdiction and venue for any action arising out of those agreements shall lie in the appropriate state court within Duval County, Florida, without regard to the domicile of any party. In any action, the prevailing party(ies) shall be entitled to recover all costs and a reasonable attorney's fee, including all levels of appellate litigation.

Section 8. Effect of This Declaration. This Declaration shall constitute an equitable servitude running with the title to the property.

Section 9. Release of Minor Violations. The Board of Directors, or the Architectural Control Committee appointed by the Board of Directors, as the case may be, shall have the exclusive power to consent to conditions which constitute a minor violation of this Declaration, as for example, but not limited to, violations of set back lines deemed to be minor in nature. Any such release shall be executed by the president or vice-president of the Association and duly recorded in the current public records of Duval County, Florida. All persons claiming by, through, or under an Owner, for which a release is given pursuant to this provision, shall be entitled to rely upon the recorded release as an exemption from liability for the condition reflected in the release.

Section 10. Waivers. No waiver, whether written, oral or by conduct shall constitute a waiver of the same right, duty or default at another time, or any other right, duty or default at any time.

Section 11. Copies of Documents From Association. Any owner, any mortgagee, and any contract purchaser shall be entitled to obtain from the Association, at a prepaid, reasonable expense established by the Board of Directors from time to time, a photocopy of this Declaration, the Articles, or the By-laws, and any duly adopted amendments to them, along with any other documents pertaining to the organization and management of the Association.

ARTICLE VII

WATER MANAGEMENT DISTRICT PROVISIONS

Section 1. Definitions. See Article I of this Declaration for the definition of surface water or stormwater management system.

Section 2. Use of Property: Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 3. Amendment. Any amendment of this Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration (including but not limited to this Article VII) which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE VIII

LAKES

Section 1. Lakes. These are the bodies of water shown on the plat and designated on the plat as "lakes" (the

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term "lakes" is to be construed in the singular or the plural, as the facts reflected on the plat may require). For the purposes of this Article, the term "lakes" shall also include other, connected elements of the surface water or stormwater management system.

Section 2. Jurisdiction of Association. The Association shall have exclusive jurisdiction over the lakes to the extent provided in this Declaration.

Section 3. Ownership of Lakes. The owners of the lots which abut, or which lie below, the lakes shall own the lake beds. All such owners shall have the common law, riparian rights for use of the water appurtenant to their fee simple title. Neither the Association nor any other owners of other lots shall have an ownership interest in the lakes. The foregoing delineated ownership rights are subject to the rights, if any, of the governments of the United States, the State of Florida, and the County of Duval. Also, the foregoing delineated ownership rights are subject to the jurisdiction of the Association as delineated by this Declaration.

Section 4. Use of Lakes for Retention and Detention of Stormwaters. The lakes shall be subject for use by all owners of all of the property for retention and detention of surface stormwaters. This use has been commemorated in the engineering plans for the horizontal development of the property. The Association shall be exclusively responsible for maintenance of the lakes in a condition required by applicable engineering principles, laws and regulations, in order to provide adequate retention and detention of stormwaters for all of the property. The Association shall be deemed to have accepted this responsibility for maintenance as of the time of the recordation of this Declaration. The retention and detention of stormwater shall be the paramount use of the lakes and shall prevail over any recreational or other uses.

Section 5. Recreational Uses. The lakes may be used for recreational purposes. This use is limited to the owners who abut the lakes and their social invitees. However, all recreational uses of the lakes shall be subordinate to and subject to the reasonable regulation of the Association in order to preserve the retention and detention use. This authority in favor of the Association shall include without limitation control over piers, docks, boathouses, bulkheads, boats, and any other related subjects and things.

Section 6. Maintenance of Lakes' Filter Systems. The Association shall be responsible for the maintenance of the lakes' filter systems in accordance with applicable laws

and regulations.

Section 7. Maintenance of Shorelines by Owners and Changes in Shorelines and Beds. The shorelines shall be maintained by the abutting owners so that the shorelines are kept free and clear of natural and man-made debris. No owner shall dredge, fill, or otherwise alter the shoreline and bed contour of any lake without the prior written consent of the Association and any agency having jurisdiction.

Section 8. Pumping of Water From Lakes and Discharge and Dumping Into Lakes. No person shall pump or remove water from the lakes, nor shall they discharge or pump liquids or solids into the lakes, without the prior written consent of the Association.

Section 9. Assessments. All expenses of the Association in performing its rights and duties created by this Article shall be subject to the assessment powers of the Association. Subject to the limitations upon assessments contained in this Declaration, the Board of Directors of the Association shall have the exclusive authority to determine the necessity of assessments for maintenance of the lakes, and no assessment shall be deemed to be improper or unenforceable because of the work for which it is adopted has incidental value for the recreational uses of the lakes. The Association shall not adopt any assessment for work, the majority of which is for the benefit of the recreational uses of the lakes.

ARTICLE IX

EASEMENTS AND UTILITIES

Section 1. Ingress and Egress. All roadways within the property are public rights of way owned and maintained by Duval County, Florida, and, therefore, ingress and egress to the individual lots are provided by the public. Within Northlake Unit Two, and over, under, in, and through each and every lot, there is reserved to the Association an easement for ingress and egress to be reasonably utilized for the purpose of performing the obligations of the Association for maintenance or otherwise as more fully set forth in this Declaration, the Articles, and the By-laws.

Section 2. Surface Waters. In accordance with the engineering plans for the horizontal development of the property and the permits issued pursuant to those plans, there shall be an easement over all of the property for the discharge and flow of surface stormwaters to the lakes for the retention and detention uses described in this Declaration. In having plans and specifications prepared for

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improvements, all owners shall take into account and shall accommodate for the flow and discharge of surface waters in conformity with this Declaration.

Section 3. Drainage and Utility Easements Shown on Plat. The Declarant hereby confirms and reserves the drainage and utility easements shown on the plat. The Declarant reserves the right to confirm and convey those easements to public and private providers of utility services by separate documentation as the Declarant and such providers may agree from time to time. If the Declarant has become dissolved or cannot otherwise exercise the rights reserved under this section, then the Association shall become the automatic successor to those rights and duties.

Section 4. Additional Easements for Drainage and Utilities. The Declarant, for itself, and for the Association after termination of Class B voting membership, as provided in this Declaration, reserves the right to grant any additional easements for drainage and utilities as may be necessary to serve all or any portion of the property. These easements shall be created in conformity with existing conditions of the property so as to not materially impair existing improvements and easements.

Section 5. Lake Access for Governmental Authorities. The Declarant hereby reserves an easement over the property necessary for access to the lakes for the employees or agents of any governmental authority having jurisdiction over the lakes, as for example the Florida Department of Environmental Regulation or the St. Johns River Water Management District.

Section 6. Entrance. At the time of the recordation of this Declaration, the declarant has not created an entrance way that needs to be maintained by the Association. However, nothing in this Declaration is intended to preclude the Board of Directors from determining that the creation and maintenance of an entrance way would be for the best interest of all members. In that event, the Board of Directors shall have the power to create such an entrance way, to make its maintenance part of the assessment obligations of each and every owner, and the Association shall have a perpetual easement for ingress and egress for maintenance of that area. The entrance way itself shall be located upon such lands as the affected owners may agree in writing.

ARTICLE XLAND USE COVENANTS

Section 1. Residential Use. All lots shall be used only for single-family, residential and allied agricultural

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uses, as permitted and limited by this instrument. Below is a list of the improvements that will be permitted to be erected and maintained upon each of the lots. None of these improvements shall be erected without the prior consent of the Architectural Control Committee in the manner required by this instrument:

- (a) A detached, single-family dwelling having a heated and/or cooled square footage of floor area of not less than 1,600 square feet. No mobile homes are permitted.
- (b) A garage or a carport attached to the dwelling.
- (c) A well and septic tank made subject to permits from appropriate public authorities.
- (d) Above or below-ground swimming pools.
- (e) Patio or decking and enclosures for patios and decking.
- (f) Fences.
- (g) Detached buildings such as storage sheds or barns.

Section 2. Building Restriction Lines. Building restriction setback lines from any boundary line of Lots 1 through 109 shall be as established from time to time by the zoning classification for the lots. In the absence of any zoning setback lines, these setbacks shall apply:

- (a) **Front.** Not less than 25 feet from the closest edge of the public rights-of-way.
- (b) **Side.** Not less than 7 1/2 feet from any side lot line, except in the case of a corner lot, which shall be not less than 25 feet from the closest edge of the side public right-of-way. In the event that it is unclear as to which public right-of-way is to the front and which is to the side, the street address designated for the property by the appropriate governmental authority shall be determinative.
- (c) **Rear.** Not less than 25 feet from the rear lot line.
- (d) **No Encroachment into Easements.** In all events, no permitted improvements shall be constructed upon any easement created in or referred to in the plat or in this instrument.

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- (e) Pools, Patios, Decking, Enclosures for Pools, Patios and Decking, Fences, and Landscaping. Approved pools, patios, decking, enclosures for pools, patios and decking, fences and landscaping shall be located on the lots in the manner shown on the site plans submitted to and approved by the Architectural Control Committee prior to construction or installation. Provided, however, an owner may, from time to time, make modifications in the landscaping so long as such modifications do not constitute a material impairment of the aesthetic and material value and harmony for the entire development or rights established by contract or by law, such as the vision of pedestrians or motorists upon the roadways.

Section 3. Maintenance. All improvements which are permitted to be installed by the Architectural Control Committee shall be maintained by the owners of each lot in good condition and in such a manner as to avoid a nuisance and a material impairment of the aesthetic and material value and harmony of the entire development.

Section 4. No Other Improvements. There shall be no other improvement except those submitted to and approved by the Architectural Control Committee, except for construction trailers or other temporary structures for construction purposes.

Section 5. Permitted Sales and Related Activities. Notwithstanding any language to the contrary in this instrument, the Declarant shall be entitled to conduct sales activities in and on any lot that is subject to this article.

Section 6. No Nuisance. No activities which constitute a nuisance shall be conducted or allowed to be conducted on any lot.

Section 7. No Subdivision of a Lot. No lot which is subject to this article shall be subdivided in any manner without the prior written consent of the Architectural Control Committee. In no event shall any subdivided portion of a lot be less than 1 1/2 acres, more or less, of contiguous land.

Section 8. Parking. There shall be no parking facilities between the front lot line and the approved dwelling, except a paved pad large enough for not more than two passenger automobiles. Further, there shall be no parking facilities to the side or rear of any approved dwelling except as may be available through the garage or carport or

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any approved area surrounded by an approved privacy fence (but only to the rear of any approved dwelling). All approved parking facilities contemplated in this paragraph shall be subject to the same Architectural Control Committee review as is the case for any other improvement.

Section 9. Agricultural Use. It is the intention of the Declarant that the lots subject to this article be available to the following expressly limited extent for agricultural use by the owners. It is recognized by the Declarant that future changes in zoning classifications not necessarily initiated by the owners may further restrict agricultural uses. Therefore, in the event of a conflict between the zoning classifications in existence from time to time and the expressly permitted agricultural uses in this paragraph, the more restrictive provisions shall prevail. The permitted agricultural uses shall be as follows:

- (a) Any agricultural activity which is in conformity with the terms of this paragraph shall not require prior approval by the architectural committee.
- (b) No lot or group of lots shall be used for any substantial commercial agricultural purposes. Primarily, the agricultural use shall be for the consumption of the owner, his or her family, tenants, and social invitees. However, nothing contained in this provision is intended to prohibit an owner from insubstantial sales of agricultural products to the public so long as such activity is not regularly maintained and does not substantially impair the use and enjoyment of the lot and the public rights-of-way providing ingress and egress to the lots. In no event shall an owner erect a produce stand or other structure for conducting such irregular sales.
- (c) No more than twelve fowl shall be maintained on any lot.
- (d) No more than two cows shall be maintained on any lot.
- (e) The number of horses shall not be mathematically limited but shall be reasonable and shall not constitute a nuisance.
- (f) Notwithstanding any of the foregoing, offspring of any permitted animals may be maintained until such time as they are naturally able to be separated from their mother and/or father, as the case may

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be. Provided, however, this provision shall not be construed to permit commercial breeding activities.

- (g) No crops shall be grown or animal maintained which is illegal under any applicable federal, state or local law.

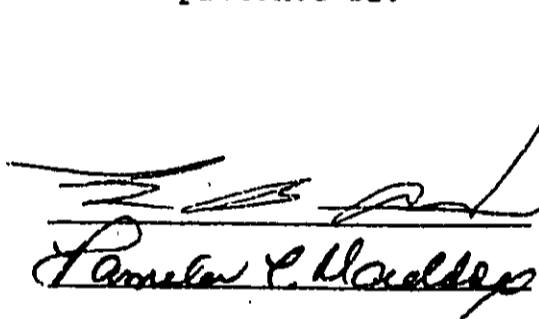
Section 10. Trash. No portion of any lot shall be used or maintained as a dumping ground for any natural or artificial trash or rubbish. Trash, rubbish or other waste shall be kept only in closed containers; and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash receptacles shall be stored within an approved dwelling or barn and shall be allowed to remain on any portion of a lot only on days for collection.

Section 11. Signs. No sign of any kind shall be displayed to the public except for a professional sign of not more than four square feet advertising the subject property for sale or rent. Provided, however, nothing in this provision shall be construed to prohibit the Declarant from solely deciding the type of sign to employ on any lot by him and held for sale to the public.

Section 12. Yards. All yards and landscaping of any type on any lot shall be maintained in a neat and attractive appearance.

EXECUTED in several counterparts, each of which shall act as an original, on the dates stated below.

Signed, sealed and delivered
in the presence of:


Pamela C. Wadley

HOLLY POINT DEVELOPMENT
CORPORATION

By: 

Its: Ex. V. President

Date: 10/16/90

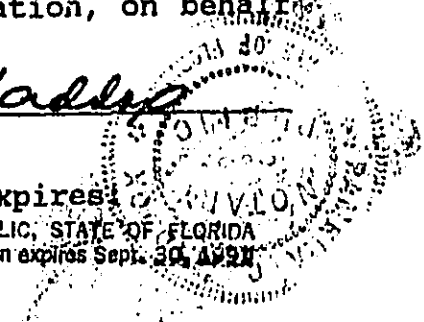
OFFICIAL RECORDS

STATE OF FLORIDA,
COUNTY OF DUVAL:

The foregoing instrument was acknowledged before me this 16th day of October, 1990, by R. L. Langley, as EV President of Holly Point Development Corporation, on behalf of said corporation.

Samela C. Maddox
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 30, 1991



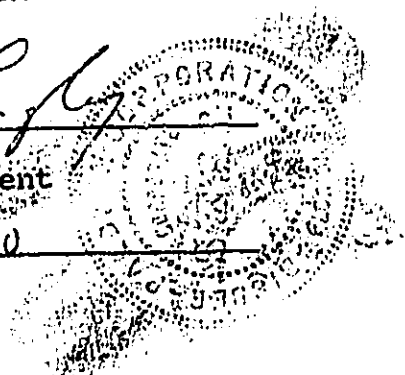
JOINDER OF MORTGAGEE

Bisbee-Baldwin Corporation, a Florida corporation, the lender currently holding a lien against all of the lots in Northlake Unit Two, hereby joins in the execution of this Declaration for the limited purpose of subordinating the lien of its mortgage to the operation and effect of this Declaration, the Articles, and the By-laws.

BISBEE-BALDWIN CORPORATION

Samela C. Maddox

By: R. L. Langley
Its: President
Date: 10/16/90



STATE OF FLORIDA,
COUNTY OF DUVAL:

The foregoing instrument was acknowledged before me this 16th day of October, 1990, by R. L. Langley President of Bisbee-Baldwin Corporation, on behalf of said corporation.

Samela C. Maddox
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 30, 1991

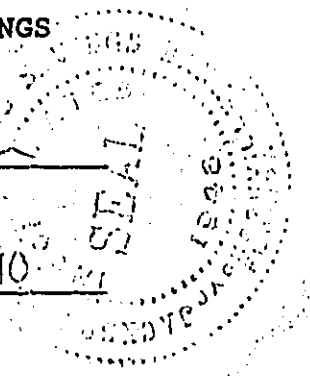
JOINDER OF MORTGAGEE

Jacksonville Federal Savings and Loan Association, the lender currently holding a lien against all of the lots in Northlake Unit Two, hereby joins in the execution of this Declaration for the limited purpose of subordinating the lien of its mortgage to the operation and effect of this Declaration, the Articles, and the By-laws.

JACKSONVILLE FEDERAL SAVINGS AND LOAN ASSOCIATION

Mary Jane Morgan
R. Eugene Brown

By: R. Eugene Brown
Its: President
Date: October 16, 1990



STATE OF FLORIDA,
COUNTY OF DUVAL:

The foregoing instrument was acknowledged before me this 16th day of October, 1990, by R. Eugene Brown, St. Excc President of Jacksonville Federal Savings and Loan Association, on behalf of said institution.

Mary Jane Morgan
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC. 11, 1993
BONDED THRU GENERAL INS. UND.



90-0111685

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

90 OCT 19 AM 11:25

RECORD VERIFIED

James J. [Signature]

CLERK OF CIRCUIT COURT

NORTHLAKE. DEC.
PN. 10/15/90