

Prepared by and return  
when recorded to:  
Highland Forest Association, Inc.  
PO Box 600056  
Jacksonville, Florida 32260-0056

--- DRAFT ---

**DECLARATION OF COVENANT AND RESTRICTIONS  
FOR  
HIGHLAND FOREST**

This Declaration is made this 29<sup>th</sup> day of December, ~~2003~~ <sup>2006</sup> by Highland Forest Association, Inc..

**RECITALS**

A. It is the intention and desire of the Association to maintain the property as a residential community. Homes within the property shall be single family dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

B. The Association desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the property, and to promote the health, safety, and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Homeowners Association desires to subject the property to the covenants, restrictions, easements, charges, and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

C. To provide for the efficient management of the Property, the Association deems it desirable to maintain a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain, and administer all of the Common Areas and the Master Drainage/Surface and Stormwater Management System as said terms are hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions, and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration and to collect and disburse the assessments hereinafter created.

**DECLARATION**

Now, therefore, the Association hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations, and conditions sometimes hereinafter referred to as the "covenants and restrictions", which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title, or interest in the Property or any part hereof and their respective heirs, successors, and assigns, and which shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in the Declaration:

- (a) "ARC" shall mean and refer to the Architectural Review Committee as provided in Article VI hereof.
- (b) "Association" shall mean and refer to Highland Forest Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- (c) "Association Articles and By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association.
- (d) "Association Rules and Regulations" shall mean and refer to the rules, regulations, and policies adopted by the Board of Directors as the same may be amended from time to time.
- (e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

- (f) "Charges" shall mean and include all General, Special, and Lot Assessments.
- (g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, any recreation areas designated on the plat of the Property and the entrance signage/landscaping, and areas and/or facilities pertaining to the Master Drainage/Surface and Stormwater Management System.
- (h) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions.
- (i) "Family" shall mean and refer to a social unit consisting of parents and children that they rear.
- (j) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for maintenance Assessments" and elsewhere in this declaration.
- (k) "Guests" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.
- (l) "House" shall mean and refer to any single-family residential dwelling constructed on or within any Lot.
- (m) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the property is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any resubdivided or replatted lot created pursuant to Article VII, Section 23.
- (n) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.
- (o) "Master Drainage/Surface and Stormwater Management System" shall mean 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 pursuant to Chapters 40C-4, 40C-40, or 40C-42. F.A.C. It shall further mean and refer to storm and surface water management facilities designated for the collection of storm and surface water draining from the property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/retention lakes and ponds and other improvements which constitute the system (2) drainage facilities appurtenant to said basins (3) all littoral areas, swales, underdrains, culverts, and filtration systems serving the Property (4) any easements and right-of-ways which are necessary for drainage, ingress, and egress, in order to properly operate and maintain the system, and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system.
- (p) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles.
- (q) "Mortgage" shall mean any bonafide first mortgage encumbering a Lot as security for the performance of an obligation.
- (r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.
- (s) "Permitted Vehicles" shall mean functional passenger automobiles, vans, motorcycles, sport-utility vehicles and trucks of one-half ton capacity or less.
- (t) "Property" shall mean and refer to that certain real property described in Exhibit "A".
- (u) "Special assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

- (v) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

**ARTICLE II**  
**OWNERSHIP AND MEMBERSHIP**

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. Voting Rights. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE III**  
**OWNER'S RIGHTS**

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Declaration, the Association Articles and By-Laws, Association Rules and Regulations and the following provisions:

- (a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.
- (b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their Guests thereon.
- (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 (public or private) for public or utility purposes and subject to such conditions as may be agreed upon the Members of the Association.
- (d) The right of the Association to mortgage all or any part of the Common Areas by 2/3 vote of the Lot Owners.
- (e) The right of the (Developer) Association to grant and reserve easements and rights of way through, under, over and across the Common Areas.
- (f) The right of the (Developer) Association to acquire, extend, terminate, or abandon easements.
- (g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any Charges against such Owner's Lot remains unpaid and (ii) to suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days and/or to levy fines, to be set from time to time by the Board of Directors for any material infraction of the Association Rules and Regulations as determined by the Board of Directors.
- (h) The Association shall be responsible for the maintenance, operation and repair of the Master Drainage/Surface and Stormwater Management System. Maintenance of the Master Drainage/Surface and Stormwater Management System(s) shall mean the exercise of practices which allow the systems 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 Master Drainage/Surface and Stormwater Management System shall only be as permitted, or if modified only as approved by the St. Johns River water management District.

Section 2. Assignment of Right. Any owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles and By-Laws and Association Rules and Regulations, but no other assignment is permitted.

Section 3. Destruction of Facilities. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall hereby authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The costs necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment, to be repaid by Owner upon receipt of an invoice from the Association

**ARTICLE IV  
ASSOCIATION**

Section 1. General. The duties and powers of the Association shall be those provided by law as set forth in this Declaration, the Association Articles and By-Laws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association or this Declaration. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions, and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Master Drainage/ Surface and Stormwater Management System, (iii) administer and enforce the easements provided for in this Declaration (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

**ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligations. All assessments and fines, referred to collectively in this article as "charges", 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 charges are made, and shall also be their personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. Every Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association the charges established or described in this Article and in the Association Articles and By-Laws, including those charges assessed prior to such closing unless Buyer has obtained an estoppel statement from the Association that no such charges are unpaid. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents, and employees or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner. .

Section 2. Annual General Assessment. Each Lot with the Property is subject to an annual General Assessment by the Association for the improvements, maintenance, and operation of the Common Areas and the Master Drainage/Surface and Stormwater Management System, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General assessment must be allocated equally on a per Lot basis. As further described in this article, the Board of Directors by a majority vote shall set the annual General Assessments for the purpose of meeting its expenses and operating costs on a current basis. The board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly, or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessments. In addition to the General Assessments authorized above, the Association may levy in any assessment year Special Assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas and

Master Drainage/Surface and Stormwater Management System, including fixtures and personal property related thereto.

Section 4. Lot Assessment. The Association may levy in any assessment year Lot Assessment(s) against particular Lot(s) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. Commencement of General Assessment. The General Assessments provided for herein shall commence as to each lot on the day of conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association.

- (a) Any charges not paid fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.
- (b) All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's and legal assistant fees and costs, whether suit is filed or not, and if filed through all appellate levels and/or administrative or agency proceedings) shall become a lien on such Lot from and after the date of recording a claim of lien in the public records of St. John's County, Florida. 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 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) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any Mortgage placed upon any Lot so long as such mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of a Lot pursuant to foreclosure, by such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to Mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which became due after such acquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Members as an Association expense.

Section 7. Certificate. The Treasurer of the Association upon written demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget

- (a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.
- (b) The Highland Forest Association, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.
- (c) Pursuant to the Association Articles and By-Laws, the Board of Directors shall adopt a budget for each succeeding 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, provided however, that the maximum Annual General Assessment may not be increased more than fifteen (15%) above the maximum Annual General Assessment for the previous year, unless approved by two-thirds (2/3) of (each class of) members present in person or by proxy and voting at a meeting duly convened as provided hereunder. Such budget shall also include such reasonable amounts as the Board of

Directors consider necessary to provide for reserves for replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonable itemized form which sets forth the amount of the Assessments payable by each of its Members. The budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

- (d) The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver of release in any manner of any Owner's obligation to pay any assessment as herein provided, wherever 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.

**C**  
Section 9.

Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures (and which will be funded as set forth in the subparagraph. Upon the initial transfer of title of a Lot from the Developer, the transferee shall pay to the Association a working capital contribution of fifty dollars (\$50.). This capital contribution shall not be considered as an advance payment of the Annual General Assessment.) This working capital fund may be used for any purpose relative to the Association which the Directors deem appropriate, including use for operational expenses, reserves, additional capital improvements to Association Property reserves, etc.

Section 10. Conformity of Assessments. The General Assessment and any Special assessments for the Common Areas must be uniform throughout the Property.

Section 11. Exempt Property. The following property subject to this declaration shall be exempt from all assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency, or authority
- (b) All Common Areas
- (c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence.
- (d) Section 12. Ad Valorem Taxes. In the event the Common Area owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

**ARTICLE VI**  
**ARCHITECTURAL CONTROL**

Section 1. ARC. The Board shall appoint the Architectural Review Committee (the "ARC") which shall consist of at least three (3) members. Each ARC member shall serve for a one (1) year term commencing with the fiscal year of the Association. If a vacancy occurs, the Board shall appoint an individual to fill such vacancy for the remainder of the term of the former member. The ARC shall meet on an as needed basis as may be designated by the Chairperson of the ARC. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by written proxy shall constitute the action of the ARC on any matter before it. The ARC, with the approval of the Board, is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors, and/or attorneys in order to advise and assist the ARC in performing its functions as set forth herein.

Section 2. Architectural Approval

- (a) No construction, modification, alteration, or other improvement of any nature whatsoever to a Lot, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARC. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity. The plans to be submitted to the ARC for approval shall include

- (i) two copies of the construction plans and specifications, including a site plan, and all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARC may deem appropriate. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Owner marked "approved" or "disapproved." If "disapproved", reason for disapproval shall be stated.
- (b) Approval shall be granted or denied by the ARC based upon compliance with the provisions of the Declaration, the quality of the workmanship and materials, harmony of external design with surrounding structures, the ARC's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARC, will affect the desirability or suitability of the construction. The ARC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.
- (c) Approval or disapproval of applications shall be given to the applicant in writing by the ARC in accordance with its review criteria. If approval or disapproval is not forthcoming within fifteen (15) days after complete submittal has been made to the ARC, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARC's design and construction standards, if any.
- (d) After approval by the ARC, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2(f), or approval must once again be obtained from the ARC as herein provided. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within six (6) months from the commencement unless the ARC allows an extension of time.
- (e) In the event a review of an application requires outside consultation, the ARC may charge, with prior notification of the applicant, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms thereof.
- (f) Appeals Process. If a homeowner's application has been denied by the ARC, the homeowner may, within fifteen (15) days, request a meeting of the Board to present their application. The ARC will submit request and reason for disapproval to the Board. The Board shall have fifteen (15) days to convene. If a majority of the Board vote to approve the request, the decision overrides that of the ARC.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association, nor the ARC shall be responsible or liable for any defects in the plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

## **ARTICLE VII**

### **USE RESTRICTIONS**

Section 1. Land Use. All lots shall be used for single family residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The enclosed living area of any House shall contain a minimum of One Thousand Eight Hundred (1,800) square feet of HVAC space. In the case of two-story structures, the ground floor area shall not be less than One Thousand (1000) square feet of HVAC space. Specifically excluded from "enclosed living area", without limitation, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements of Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

- (a) A 25 foot setback from the front line
- (b) An 8 foot setback on each interior side lot line
- (c) A 20 foot setback from the rear line
- (d) A 10 foot from the top of bank of any lake or pond located within the Property.
- (e) A 15 foot setback from any side street line.

The term "front lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear lot line" shall mean any lot boundary line, other than a lot line which is contiguous to a street right-of-way, which does not extend or intersect the front lot line. The term "interior side lot line" shall mean any lot boundary line other than a front or rear lot line, and other than a lot line which is contiguous to a street right-of-way.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 8,800 square feet.

Section 5. Maximum Height of a Structure. The maximum height of a structure for all permitted or permissible used structures is Thirty Five (35) feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred to the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduct of Residents. No illegal, noxious, or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood or shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property.

Section 8. Signs. No sign, whatsoever, except one "For Rent" or "For Sale" sign, shall be erected or maintained on any Lot, except as may be required by legal proceedings. Identification and street signs exceeding a combined total of more than two (2) square feet shall not be erected without the written permission of the ARC.

Section 9. Parking Restrictions, Motor Vehicles, Trailers, Boats, etc. Each Owner shall provide for parking of his permitted vehicles in a garage, attached or detached, or in the paved driveway which is part of the House. Subject to the terms of this Section, there shall not be outside storage or parking upon any Parcel or within any portion of the Common Areas, other than areas provided therefore by the Board of Directors within the Common Areas, of any mobile home, trailer, either with or without wheels, motor home, tractor, commercial vehicles of any type, camper, motorized camper or trailer. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Boats, trailers, campers, and other vehicles, not exceeding 8 feet high, that are not Permitted Vehicles, regularly may be parked only in the garage of a house or behind a six (6) foot high fence. No Owner or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Parcel or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 10. Mailboxes. The size, design, and color of all mailboxes and their supporting structures must be approved by the ARC.

Section 11. Sanitary Sewerage and Water Service.

- (a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewerage by connection with the sewer mains of the utility company ("Utility"). The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners shall connect up to and be serviced by this Utility and no other. The Utility shall operate and maintain the sewer systems, including the sewage treatment plant and sewage lift-stations in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State Board of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewage disposal system on any Lot.

- (b) No private water wells may be drilled or maintained on any Lot, except as hereafter set forth. The Utility shall lay and maintain water lines accessible to each Lot so as to properly service each Lot with potable water and the Utility will maintain sufficient pressure on said water lines so that users may have ample supply at all times subject only to acts of God or other conditions beyond the control of the Utility. The Utility shall have the exclusive right and duty of service to the Lots and improvements constructed thereon which are the subject of these provisions, and the Lot and Owners shall be obligated to use the same and no other. Each Owner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for the said well is to provide water for laws, swimming pools, ornamental shrubs, outdoor plantings, heat pumps or air condition units. Pumps must be covered with a small house and surrounded by appropriate landscaping and approved by the ARC.
- (c) In the event of any violation of this Section 11, the Utility may prosecute proceedings in law or in equity against the person(s) violating provisions and shall be entitled to all available remedies for such violations.
- (d) The connection fees and charges for water and sewer services shall be established by the Utility and as regulated by appropriate governmental authorities.

Section 12A. Other Structures. No detached structure either of a temporary or permanent character or nature shall be placed upon any Lot at any time unless approved by ARC. Other structures which include, without limitation, storage sheds, tool sheds, workshops, and hot houses, must be approved in writing by the ARC. Other structures may be allowed if screened from view from adjacent Lots and any street.

Section 12B. Playstructures. Playstructures of any type must be approved by the ARC. Playstructures may be no higher than 8 feet and must be used for the sole purpose of children's play. Playstructures meeting that criteria will be allowed if design is in harmony with surrounding areas.

Section 13. Fences. Fences and walls are discouraged in defining property lines. Hedges or dense vegetation are the preferred method for privacy screening. However, the following fences are permitted without ARC approval: Non-LakeFront Lots-Fences may not exceed six (6) feet in height. Stained cedar, cypress, or pressure treated shadowbox panel fence with 6 inch vertical slats, located no closer to any street than five feet behind the front corner of the house located farthest from the street. Fencing is not permitted in the side street yard for corner Lots. Lake Front Lots- Fences may not exceed four (4) feet in height; black wrought iron or anodized aluminum with balustrades no longer than 1" in cross-section. Fence posts may be larger in cross-section. Fencing on lake front Lots is restricted to a point no closer to the lake than five feet from the top of the lake bank and no closer to any street than five feet behind the front corner of the House located farthest from the street. Hedges may not exceed four (4) feet in height in the rear yards of lake front lots nor closer than 5 feet to the top of the bank. All other fence or wall configurations and colors must be approved in writing by the ARC.

Note: No chain link, barbed wire or other forms of wire fences are permitted unless approved by the ARC and hidden by dense vegetation. Decorative wrought iron or other metal fence when used to surround pools may be approved by the ARC and must be applied for.

Section 14. Boundary Fence Along SE Boundary of Lots 13-17, Highland Forest. The Developer, for itself and its successors in title, and the Association have made a commitment to the seven (7) lot owners who live outside Highland Forest and along Pond Gannett Road (the "Lake Dwellers") that the Owners of Highland Forest Lots 13-17 will erect and maintain a 6 foot high wooden shadowbox fence, with all ground contact members being pressure treated lumber (the "Fence"). The Association, in its responsibility to honor this agreement, shall have the right to enforce, by all means available to it, the continuing and perpetual maintenance of said fence if the responsible lot owner fails to do so. The fence shall be erected along the southeastern boundary of Highland Forest lots 13 through 17. While it is the individual Highland Forest Lot owners responsibility to maintain this Fence in accordance with the restrictions placed in the deeds of each individual lot, if the Fence is not maintained, the Association has the right upon 30 days written notice to enter upon the non-complying lot on which said Fence is located, making any necessary repairs, and back charge the non-complying lot owner for all costs incurred.

Section 15. Pets and Animals. No animals, livestock, or poultry shall be bred, kept, raised, or maintained on any Lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and to not exceed three (3) in the aggregate. Dogs must be leashed or kept in enclosed areas and birds and rabbits shall be kept caged at all times.

**Section 16. Garages.** No garage shall be permanently enclosed or converted to another use without the written approval of the ARC. No carports shall be permitted. All houses must be constructed with garages, attached or detached, which shall contain at least two parking places with in a minimum of 360 square feet of usable space appropriate for the parking of Permitted Vehicles. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrance shall face toward the side or rear of the Lot, except where the garage, if located behind the house, the garage opening may face the street unless otherwise approved by the ARC. All improved Lots shall have a paved driveway constructed of a material approved by the ARC as part of the plans and specifications.

**Section 17. Satellite Dishes, Antenna System.** No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any House or Lot unless the location, size and design thereof have been approved by the ARC. In general, the ARC shall not approve any such items unless the proposed antenna system for the house can be completely hidden from view from the street and adjacent Lots.

**Section 18. Storage of Fuel Tanks, Garbage, and Trash Receptacles.** All tanks, cylinder or containers for the storage of liquefied petroleum, gas or other fuel must be located underground. Garbage or trash must be screened from view from adjacent Lots and any street and approved by the ARC. Except for regular collection and disposal, no rubbish, trash, garage, or other waste material or accumulations shall be kept, stored or permitted anywhere within the Property, except inside the house, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clipping or other debris shall be permitted on any part of the Property, including streets rights-of-way.

**Section 19. Clotheslines.** Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and any street. All clothes lines or drying racks must be approved in writing by the ARC. No rugs, drapes, or other items shall be hung from any portion of the exterior of any house.

**Section 20. Window Coverings and Air Conditioners.** Without the prior approval of the ARC, no aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a House. No window air conditioning units shall be installed in any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

**Section 21. Landscaping.** Minimum landscaping requirement in Highland Forest shall require that those areas deemed front yard and side yards; that area forward of actual rear outside corners of the building to side lot lines, to back of curb street, will be fully sodded. Corner lot side yards adjacent to roadways shall be fully sodded. Rear yards may be seeded, sprigged or sodded. No artificial grass, plants, or other artificial vegetation shall be placed or maintained on any Lot. No living trees greater than 6" in diameter when measured two feet from the ground may be removed without approval of the ARC unless within five (5) feet of the House.

**Section 22. Resubdividing of Lots.** No Lot shall be subdivided or sold or leased in parcels.

**Section 23. Release of Violation.** Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such a manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Association shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Association shall not release a violation except one it determines to be a minor violation.

**Section 24. Lake Lots.** All lake lots shall be subject to the following covenants and restrictions:

- (a) The Owners of the lake lots shall have the responsibility of sodding the lake banks to the water's edge to prevent erosion, and maintaining lake banks within their lot boundaries and maintaining the lake lots to the actual water line, as it may exist from time-to-time. In other words, the lake lots shall be fully sodded, including the lake banks. The lake lots shall be maintained by said Owners in a neat, clean, and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade, and contour of the embankment shall not be changed without prior written approval of any governmental agency which may have jurisdiction thereof. The owners of the lake lots shall be responsible for maintenance five (5) feet into the lakes.
- (b) St. John's County is hereby granted perpetual drainage easements through those lakes, ponds, and lagoons, situated in or in part on the property that are a part of the Master Drainage/Surface Stormwater Management System. The County and the Association shall have perpetual easement across each Lake lot for ingress and

egress to such lake for the purpose of exercising any right or performing any obligation provided in this Declaration, on the plat of the Property or by law.

Section 25. Lakes, Ponds, and Lagoons.

- (a) General. Only the Association shall have the right to pump or otherwise remove any water from the lake, pond, or lagoon, situated in whole or in part upon the Property for the purpose of irrigation or other use unless expressly approved by the Board. Subject to drainage easements to the County, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish, and fungi in any such lakes. The height, grade, and contour of any lake embankment shall not be changed without the prior written consent of the Association. No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments unless and until same have been approved by the Board.
- (b) Recreational Use. Recreational use in or on the lakes, ponds, or lagoons will be in accordance with the Association Rules and Regulations; and be restricted to use by the members of the Association. Access to the lakes, ponds, or lagoons may be gained only from the public right-of-way, and not through the Lots of Owners (the intent here being that no one can traverse private property in order to gain entry to a waterway).
- (c) Governmental permits. The St. John's River Water management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Master Drainage/Surface and Stormwater management System.

Section 26. Casualty damage. In the event of damage or destruction by fires or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 27. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D. 2021, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless, within six months prior to the first day of January, A.D. 2021, or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which agreement any of the covenants, restrictions, reservations, and easements provided for herein may be changed, modified, waived, or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue to force for successive periods of 25 years, unless and until further changes, modified waived, or extinguished in the manner provided in this paragraph. The Covenants and Restrictions and easements in this Article VII, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

Section 28. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for any Owner or the Association to (I) institute proceedings at law for the recovery of damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' and legal assistant fees and all costs of institution and prosecution of such proceedings through a judgment and all appellate levels and in all administrative or agency proceedings.

Section 29. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

**ARTICLE VIII**  
**UTILITY EASEMENTS AND OTHER EASEMENTS**

**Section 1. General.** The Association reserves for itself and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through, and under, along and parallel to each front, side, and rear Lot lines for ingress, egress, installation, replacement, repair, and maintenance of the utility system, for drainage, for police powers and for services supplied by the Association. By virtue of this easement, it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes, and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any recorded easements on the Property.

**Section 2. Cable Television.** All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

**Section 3. Lakes.** The Association hereby reserves for itself and the Owners a perpetual easement over and under all lakes within the Property for drainage of surface and storm water.

**ARTICLE IX**  
**GENERAL PROVISIONS**

**Section 1. Condemnation or Casualty of Common Area.** In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, or destroyed by fire, windstorm, or other casualty, all compensation and damages and insurance proceeds shall be paid to the Association. The board of Directors shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation or with respect to casualty loss and negotiation and litigation with insurance carriers affecting such property.

**Section 2. Notice.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

**Section 3. Construction.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

**Section 4. Gender** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Amendment**

- (a) This Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon the recordation in the public records of St. Johns County.
- (b) Any amendment to the Covenants and Restrictions which alter the Master Drainage/Surface and 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.
- (c) In the event that at any time hereafter there shall be no person or entity entitled to exercise said rights, the same shall be vested in and exercised by a committee elected by a majority of the Owners.

[SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS THEREOF, the undersigned, being the Owners herein, do hereby make this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed in its name on the day and year first above written.

COPY

**EXHIBIT A**

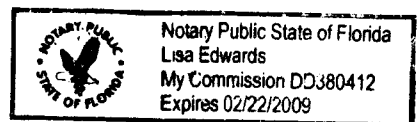
Tract "C" (but no other Tract) and all roads, streets and rights-of-way within the recorded boundaries of Highland Forest, according to the map or plat thereof as recorded in Map Book 28, pages 40 through 42 inclusive, of the public records of St. Johns County, Florida.

COPY

I hereby agree to the changes in the Draft Declaration of Covenant and Restrictions for Highland Forest Association and give my permissions to make the Draft permanent in County Records.

- |     |   |                    |                        |
|-----|---|--------------------|------------------------|
| 1.  | <u><i>Lisa Edwards</i></u><br>Home Owner's Signature      | <u>30</u><br>Lot # | <u>12-3-05</u><br>Date |
| 2.  | <u><i>Bob A. Payne</i></u><br>Home Owner's Signature      | <u>31</u><br>Lot # | <u>12-3-05</u><br>Date |
| 3.  | <u><i>Tom Barnes</i></u><br>Home Owner's Signature        | <u>33</u><br>Lot # | <u>12-3-05</u><br>Date |
| 4.  | <u><i>Jimmy</i></u><br>Home Owner's Signature             | <u>24</u><br>Lot # | <u>12-3-05</u><br>Date |
| 5.  | <u><i>Shen Brackman</i></u><br>Home Owner's Signature     | <u>23</u><br>Lot # | <u>12-3-05</u><br>Date |
| 6.  | <u><i>[Signature]</i></u><br>Home Owner's Signature       | <u>36</u><br>Lot # | <u>12-3-05</u><br>Date |
| 7.  | <u><i>Walt Mack</i></u><br>Home Owner's Signature         | <u>25</u><br>Lot # | <u>12-3-05</u><br>Date |
| 8.  | <u><i>Ramona Dwyer</i></u><br>Home Owner's Signature      | <u>39</u><br>Lot # | <u>12-3-05</u><br>Date |
| 9.  | <u><i>Isela Collier</i></u><br>Home Owner's Signature     | <u>1</u><br>Lot #  | <u>12-5-05</u><br>Date |
| 10. | <u><i>Walter Harty</i></u><br>Home Owner's Signature      | <u>4</u><br>Lot #  | <u>12-3-05</u><br>Date |
| 11. | <u><i>Larry [Signature]</i></u><br>Home Owner's Signature | <u>5</u><br>Lot #  | <u>12/3/05</u><br>Date |
| 12. | <u><i>[Signature]</i></u><br>Home Owner's Signature       | <u>6</u><br>Lot #  | <u>12/3/05</u><br>Date |
| 13. | <u><i>Arne Petersen</i></u><br>Home Owner's Signature     | <u>10</u><br>Lot # | <u>12/3/05</u><br>Date |
| 14. | <u><i>John Oastille</i></u><br>Home Owner's Signature     | <u>11</u><br>Lot # | <u>12/3/05</u><br>Date |
| 15. | <u><i>Bonnie Chase</i></u><br>Home Owner's Signature      | <u>12</u><br>Lot # | <u>12/3/05</u><br>Date |

I hereby certify the above signatures are true and correct this day of December 3, 2005 *Lisa Edwards*



I hereby agree to the changes in the Draft Declaration of Covenant and Restrictions for Highland Forest Association and give my permissions to make the Draft permanent in County Records.

- |     |  |                    |                        |
|-----|--|--------------------|------------------------|
| 16. | <u><i>Synn Oswaldel</i></u><br>Home Owner's Signature        | <u>28</u><br>Lot # | <u>12-6-05</u><br>Date |
| 17. | <u><i>Pat Maurer</i></u><br>Home Owner's Signature           | <u>27</u><br>Lot # | <u>12-6-05</u><br>Date |
| 18. | <u><i>Synette Shaw</i></u><br>Home Owner's Signature         | <u>14</u><br>Lot # | <u>12-6-05</u><br>Date |
| 19. | <u><i>Sheri S. Thompson</i></u><br>Home Owner's Signature    | <u>20</u><br>Lot # | <u>12-6-05</u><br>Date |
| 20. | <u><i>Rosemary Berling</i></u><br>Home Owner's Signature     | <u>34</u><br>Lot # | <u>12/6/05</u><br>Date |
| 21. | <u><i>Patricia M. Gulloni</i></u><br>Home Owner's Signature  | <u>21</u><br>Lot # | <u>12-6-05</u><br>Date |
| 22. | <u><i>Kum Pate</i></u><br>Home Owner's Signature             | <u>32</u><br>Lot # | <u>12-6-05</u><br>Date |
| 23. | <u><i>A. M. N. N. N.</i></u><br>Home Owner's Signature       | <u>29</u><br>Lot # | <u>12/6/05</u><br>Date |
| 24. | <u><i>Anthony E. O'Neil</i></u><br>Home Owner's Signature    | <u>22</u><br>Lot # | <u>12/6/05</u><br>Date |
| 25. | <u><i>C. Michele Schreiber</i></u><br>Home Owner's Signature | <u>40</u><br>Lot # | <u>12-6-05</u><br>Date |
| 26. | <u><i>L.H. Charbone</i></u><br>Home Owner's Signature        | <u>15</u><br>Lot # | <u>12-6-05</u><br>Date |
| 27. | <u><i>[Signature]</i></u><br>Home Owner's Signature          | <u>16</u><br>Lot # | <u>12-6-05</u><br>Date |
| 28. | _____<br>Home Owner's Signature                              | _____<br>Lot #     | _____<br>Date          |
| 29. | _____<br>Home Owner's Signature                              | _____<br>Lot #     | _____<br>Date          |
| 30. | _____<br>Home Owner's Signature                              | _____<br>Lot #     | _____<br>Date          |

I hereby certify the above signatures are true and correct this day of December 6, 2005, *Lisa Edwards*

