

. AMENDED AND RESTATED .

(34)

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HAMPTON GLEN AT
DEERWOOD

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made by First Hotel Investment corporation, a Delaware corporation, One Oxford Centre, 301 Grant Street, Pittsburgh, PA 15219 (the "Developer") , this 6th day of November, 1992 .

PRELIMINARY STATEMENT

By Declaration of Covenants and Restrictions for Hampton Glen at Deerwood dated April 9, 1990, and recorded in Official Records Volume 6917, page 1801, of the public records of Duval County, Florida (the "Declaration") , Hampton Deerwood Partners, Ltd. , imposed covenants and restrictions on certain real property, more particularly described in the Declaration for the purpose of establishing a common plan of development for the Property. First Hotel Investment corporation has succeeded to the rights of Hampton Deerwood Partners, Ltd. as Developer under the Declaration.

In accordance with Article IX, paragraph 9.1 of the Declaration, Developer desires to extend the provisions of the Declaration to a portion of those lands described and identified in the Declaration as the "Additional Lands" In accordance with paragraph 10.3 of the Declaration, Developer also desires to amend and restate the Declaration to comply with the loan guaranty requirements of the Department of Veterans Affairs and to cure certain ambiguities, inconsistencies, or errors therein.

NOW THEREFORE, Developer hereby amends and restates the Declaration of Covenants and Restrictions for Hampton Glen at Deerwood to read in their entirety as set forth herein, and declares that the provisions of the Declaration, as herein amended and restated, are extended to those portions of the Additional Lands, more particularly described on pages 2 and 3 . of Exhibit A attached hereto.

ARTICLE 1

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

Developer is the owner of the real property located in Duval County, Florida more particularly described on Exhibit A attached hereto (the "Property") . Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose of preserving the value and maintaining the desirability of the Property.

Unless the context expressly requires otherwise, defined below whenever used in this Declaration and in the Legal documents shall have the following meanings:

1.1 "Additional Lands" means the lands in Duval County , Florida, described on Exhibit "B" attached to this Declaration.

1.2 "A. R.C. " means the Architectural Review Committee of the Association as set forth in Article VI Il hereof .

1 . 3 "Association" means The Hampton Glen at Deerwood Association, Inc. , a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

THIS INSTRUMENT PREPARED & RETURN TO:

BERT C: i SIMON, Esquire

GARTNER, BROCK & SIMON

P. O. BOX 10697

JACKSONVILLE, FL 32247 -0697

1.4 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements , fixtures , and tangible personal property now or hereafter situated thereon and all appurtenant easements. The Common Areas shall initially include the lands described on Exhibit C hereto.

1.5 "Developer" means First Hotel Investment corporation, a Delaware corporation , One Oxford Centre , 301 Grant Street , Pittsburgh, PA 15219, its successors and assigns of the rights and obligations of the developer under' the PUD Ordinance or any Person who acquires all or substantially all the undeveloped lands described on Exhibit A and B hereof for the purpose of development of the Property or completion of the Work.

1 . 6 "Hampton Glen POD" means the overall development contemplated by the Developer from time to time of those lands described in the PUD Ordinance.

1.7 ¹ " Law" means any statute; ordinance, rule, regulation, or order of the United States of America, or any agency, officer, or instrumentality thereof, or of the state of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any and all activities on or about the Property.

1. 8 "Legal Documents" means this Amended and Restated Declaration of Covenants and Restrictions and any supplemental declarations made in accordance herewith, as amended from time to time (the "Declaration") the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws 'l) , as the same may be amended from time to time .

1.9 ^{lt} "Lakefront Lots" means all Lots having common boundaries or containing within the Lot lines a portion of a lake within the property.

1.10 "Lot" means any plot of land shown on any subdivision plat of all or a part of the Property, which is designated thereon as a residential lot, excluding any separately designated parcels intended for use as Common Areas or for utilities or drainage uses, or dedicated to public use,

1. 11 "Mortgage" means any mortgage, or other instrument validly creating a lien upon any Lot, as security for

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performance of an obligation. The term "Mortgage" does not include judgments , involuntary liens, or liens arising by operation of Law. ('First Mortgage' means any mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1 . 12 "Mortgagee" means the Person (s) named as the obligee under any Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association. .

1. 13 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot or Residential Unit, including contract sellers, but excluding contract buyers and any Person holding such fee simple title merely as security for the performance of an obligation. Developer and Subdivision Developers are also Owners as to each Permissible Residential Unit which the Developer or the Subdivision Developer has the right to develop.

1.14 "Permissible Residential Unit" means a Residential Unit that is not substantially completed, but which may be constructed within the lands described on Exhibit and B hereof or a portion thereof either under the POD Ordinance or other applicable zoning ordinances .

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1.15 "Person" means any natural person or artificial entity having legal capacity.

1.16 "Plat" means the plats of H. G. Unit One, H. G. Unit Two, and H. G. Unit Three recorded in the public records of Duval County, Florida, individually or collectively as the context may require, and any other plat of lands within the Property and any replats or amendments thereto.

1.17 "Property" means the lands in Duval County, Florida, described on Exhibit "A" attached to this Declaration together with all other lands that hereafter may be made subject to the provisions of this Declaration in the manner provided herein.

1.18 "PUD Ordinance" means City of Jacksonville, Florida Ordinance ~~88-12-90~~, as amended from time to time.

1.19 "Regulations" means any rules and regulations regarding the use of the Property duly adopted by the Association in accordance with the Legal Documents.

1.20 "Residential Unit" means any substantially completed single family or multi-family residential dwelling unit, and, as to single family dwelling units, also includes the Lot upon which the residential unit is situated.

1.21 "Subdivision Developer" means any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer (excluding Persons named as Mortgagees in documents securing obligations of Developer) that acquires part of the Property from the Developer for the purpose of developing such property as a residential community, including by way of example, the Person identified as the "developer" or "declarant" on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development. A Person that acquires one or more developed Lots from Developer (or one or more Lots which Developer is contractually required to develop) for the purpose of constructing a Residential Unit thereon for resale or personal use is not a subdivision Developer.

1.22 "The Work" means the initial development of all or any portion of the Property as a residential community by the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels, but does not include the construction of Residential Units except when constructed by Developer or by a subdivision Developer in conformance with plans and specifications approved by Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

1.23 "Unassigned Developer Residential Units" means the maximum number of permissible Residential Units under the PUD Ordinance (whether or not construction of such Residential Units has been commenced or completed) less the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development

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rights to a subdivision Developer and less the number of Lots or Residential Units Developer has conveyed to Owners other than Subdivision Developers .

1.24 Interpretation. Unless the context expressly requires otherwise: the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms including ¹ ' or " include" is without limitation. Wherever any time period is measured in days, if the time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the

next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot", "Property" and "Hampton Glen POD" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, apply, or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and enforcement of all the Legal Documents.

ARTICLE 11

PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the association the title to the Common Areas, at such time as in its sole discretion it deems appropriate, but not later than one year following substantial completion of construction of the facilities located thereon or the time the United States Department of Housing and Urban Development insures any First Mortgage on a Residential Unit, whichever shall first occur. The conveyance to the Association shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for drainage and public utilities. Every Owner and his lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that are appurtenant to, and pass with, the title to every Lot, subject to the easements and other property rights granted in this Article and to the following:

(a) Suspension. The Association's right: (i) to suspend any Owner's and his lessee's right to use any recreational facility owned or controlled by the Association for any period during which any assessment against such Owner's Lot remains unpaid; and (ii) to suspend any Owner's and his lessee's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infraction of the Association's Regulations.

(b) Dedication-Mortgage. The Association's right to mortgage the Common Areas or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed by the members of the Association. Such dedication, transfer or mortgage must be approved by at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and shall be evidenced by a recorded certificate of the Association. Further, such dedication, transfer or mortgage shall be subject to any easement for ingress or egress previously granted to an owner or required by an owner for access to a Lot.

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(c) Rules and Regulations. The Association's right to adopt, amend, rescind, and enforce reasonable Regulations governing the use of the Common Brea, as provided herein.

(d) Legal Documents . The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property .

(e) Easements. The right of the Developer and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for

utilities or drainage across all or any part of the Common Areas ,

(f) Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property or the Hampton Glen PUD.

The foregoing rights and easement are limited to using the Common Areas for their intended purposes in a reasonable manner, and with respect to any particular use or activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity. The Association shall hold the lands identified on the Plat of H. G. Unit One as Preserve Tracts "C" and ' 1 l.) " for the benefit of all Owners of the Property, and may construct improvements thereon in accordance with the procedures and requirements of the Legal Documents, subject however to applicable governmental permits and regulations.

2 . 2 General Easements. All Lots are subj ect to perpetual easements for the drainage of ground and surface , waters in the manner established by Developer or a Subdivision Developer as part of the Work. In addition to the easements shown on any Plat, each Lot shall be subject to perpetual drainage easements three (3) feet wide along each side and rear Lot line for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities, except any Lots on which there is constructed, or intended to be constructed, a Residential Unit without side or rear lot set-back lines.

2 . 3 Lake Related Easernents . The City of Jacksonville, Florida and the Association are hereby granted, perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property that are a part of the master drainage plan for the Hampton Glen PUD for use and maintenance as an outfall for storm drainage waters. Each Lakefront Lot is subject to an easement to the City of Jacksonville, and the Association from a line five (5) feet landward' from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of stormwater filtration and retention systems. The city of Jacksonville, Florida, and the Association shall have perpetual easements across each Lakefront Lot for ingress and egress to such lake for the purposes of exerqising any

right or performing any obligation provided in this Declaration, on a Plat, or by Law.

2 . 4 Subdivision Boundary. Fence. As part of the Work, the Developer or a Subdivision Developer may construct a privacy fence across some of the Lots to separate the Hampton Glen PUD, from adjoining properties, or portions of the Property from other portions of the Property (the "Subdivision Boundary Fence"). If the provisions of this Declaration are extended to the Additional Lands as provided herein, Developer or a Subdivision Developer may construct Subdivision Boundary Fences on some of the Lots to be platted in subsequent phases. All Lots upon which portions of a Subdivision Boundary Fence are located, are subject to an exclusive perpetual easement for the location of the Subdivision Boundary Fence, not to exceed three (3) feet in width as measured from the Lot line. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the subdivision Boundary Fence and the landscaping associated therewith, which may be exercised by the Association if the Owner fails to properly maintain the Subdivision Boundary fence as hereinafter provided.

2 . 5 Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on Plats. Easements shown on the Plat as "Private Easements" are the maintenance responsibility of the Association. The Developer

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shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right/title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. As to any Lots owned by Developer, Developer reserves the right to impose further restrictions or release any restrictions imposed by the Legal Documents, to grant or dedicate additional easements, and to dedicate all or any portion of a Lot as a right-of-way. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially adversely affect any improvements located on the Common Areas or unreasonably interfere with the enjoyment of the Common Areas.

2 . 6 All Rights and Easements Appurtenant. The benefits and burdens of the rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot. Whenever any right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, unless this

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Article expressly grants such benefit to additional Persons, In no event does the benefit of any such easement extend to the general public.

2.7 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the . Common Areas to any and all Persons from time to time lawfully occupying such owner's Lot. Any delegation is subject to the Association's Regulations.

2.8 Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot or Residential Unit passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot or Residential Unit shall be construed as passing any such right, title, and interest except as expressly provided in this Declaration.

2 . 9 Platting and Subdivision Restrictions. Developer or a Subdivision. Developer may from time to time, plat or replat all or any part of the Property owned by Developer or the subdivision Developer, and may establish supplemental covenants and restrictions applicable to such property . In addition, the Developer may amend the Legal Documents, including this Declaration, to establish covenants and restrictions applicable to a portion of the Additional Lands to conform to the housing products to be developed on such lands .

ARTICLE 111

USE RESTRICTIONS

3 . 1 Residential Use. Lots and Residential Units shall be used for residential purposes only, and no trade, business, or profession of any kind may be conducted in, on, or from any Lot , subject to the rights herein reserved to Developer and the Subdivision Developers to complete the Work. The renting or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business,

3.2 construction Standards. Lots may only be improved by the construction, or reconstruction of a Residential Unit in accordance with plans and specifications for such Residential Unit approved in writing by the A. R.C. in accordance with the procedures described in Articles VI II hereof.

(a) Minimum Living Area. The minimum enclosed heated and air-conditioned living area (exclusive of garage and porches) of each Residential Unit shall be determined by the A. R. C. with reference to the typical width of Lots within a development area (a "Village") designated by Developer for particular housing products, as follows:

<u>Typical Lot width</u>	<u>Minimum Square Feet</u>
47-65 feet	1,400
66-85 feet	1,800
86 + feet	2,000

Typical Lot width refers to the length of the building restriction line at the front set back line of rectangular lots within each Village. The A. R. C. architectural guidelines shall identify Villages and typical lot widths for each Village within the Property. Without the prior written approval of the A. R. C. , no Residential Unit shall be constructed which is smaller than the applicable minimum square footage requirements.

(b) Height . The maximum height of any single family Residential Unit may not exceed thirty-five feet (35 ') measured from the top of the curb in front of the Lot.

(c) Maximum coverage. The maximum area of a Lot covered by the roofed portions of a single family Residential unit . shall not exceed thirty-five percent (35%) .

(d) Variances. The A. R.C. has the authority to vary the foregoing construction standards when lot configurations, topography, wetland areas, or other factors significantly affect the building area of a Lot.

3.3 Alterations Modifications and Maintenance of Exteriors. An owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior of his Residential Unit nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, without the prior

written approval of the A. R.C. , except Ehat an owner shall maintain, repair and replace the exterior of his Residential Unit and Lot with materials of the same style and of equal or greater quality as originally constructed.

3 . 4 Other Structures. No shed, shack, detached outbuilding, trailer, tent, tank, storage building, basketball backboard, play structure, or other temporary or movable building or structure of any kind (whether similar or dissimilar to the foregoing) shall be erected or permitted to remain on any Lot without the approval of

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the A. R.C. Any play structure or tennis courts, if approved by the A. R.C. , must be located in the rear yard behind the rear line of the Residential Unit and within applicable set back lines. No picnic areas shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon . However, this paragraph shall not prevent the use of temporary buildings in connection with and during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

3 5 Landscaping.

(a) Preservation of Trees. No living trees measuring six (6) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the A.R.C. , unless located within five (5) feet of the approved building site of the Residential Unit or within its driveway. This restriction applies during the construction period of the Residential Unit and at all times thereafter. Any Person removing trees in violation of this covenant shall ~~pay~~ to the Developer until transfer of control of the Association to the Class A members, and then to the

. Association, a stipulated liquidated damage sum of Fifty Dollars (\$50.00) for each inch of diameter measured as stated above for each tree, up to a maximum liquidated damage sum of \$10,000 for any Lot.

(b) Landscaping Improvements . No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. At the time of construction of a Residential Unit, there must also be installed on each Lot landscaping improvements in accordance with a landscaping plan submitted to and approved

by the A. R.C. as part of the approval of the Residential Unit. The landscaping improvements shall include an underground automatic sprinkling system for all landscaped areas of the Lot, sod on portions of the Lot that are not landscaped, and a minimum expenditure for landscaping plants (excluding sod, fill, grading, mulch, the sprinkling system, and design fees) as established by the A. R.C. from time to time. The A.R.C. may establish different minimum amounts for different housing areas within the Hampton Glen PUD, provided that amounts are uniform within a housing area.

3. 6 Fences.

(a) General. All fences, walls, or similar structures must be approved by the A. R.C. before installation or construction. The A. R.C. shall regulate the style, size, design, color, location and materials of all fences and walls. No fence, wall or hedge may exceed six (6) feet in height.

Chain link or other forms of wire fences may be permitted by A. R. C. , but only if hidden by dense vegetation. All fences and walls must be maintained to preserve an attractive appearance from the exterior of each Lot and to be consistent with the Residential Unit, as determined in the sole discretion of A. R. C. The R, C. shall support a policy of complementing the natural environment by maintaining wood fences the natural color of the wood.

(b) Subdivision Boundary Fence. Without the prior written approval of the A. R.C. , the Subdivision Boundary Fence, as described in Paragraph 2.4 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property or portions thereof.

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(c) Preservation of Easement Rights. Specific reference is made to the easements shown on the Plats and reserved in this Declaration. No fence, wall, or other improvements that interfere with exercise of these easement rights may be constructed, installed or maintained in these easement areas. Any improvements or landscaping located in these easement areas that interfere with the exercise of the easement rights are subject to removal at the expense of the Owner of the Lot when requested by the grantee of the easement.

3.7 Setback Lines. To assure that the location of dwellings will be positioned (where appropriate) with regard to neighboring structures, views and the topography of each Lot, the A. R.C. shall have the right to control absolutely the precise site and location of all Residential Units or other structures upon all Lots. In single family detached housing areas, the A. R.C. shall not permit: (i) front setbacks less than twenty (20) feet; (i i) side setbacks less than seven and one-half (7.5) feet and twenty (20) feet for the side yard of a corner lot facing the side street, and (i i i) rear set-backs less than ten (10) feet except that as to Lakefront Lots, the minimum set-back for all structures, fences , and improvements of any nature whatsoever shall be ten (10) feet from the top of the bank of the lake. The A. R.C. shall approve requests for reductions in this minimum set-back line on Lakefront Lots when the front and side set-back lines and other applicable restrictions would prohibit the construction of a Residential Unit on the Lot without the requested reduction . The A. R.C. may require front set-backs up to thirty-five (35) feet on Lots in housing areas with typical lot width greater than eighty-six (86) feet. The A. R.C. has the authority to vary the foregoing set-back requirements when housing types (for-example , zero lot line structures) , lot configurations , topography, wetland areas , or other factors significantly affect the building area of a Lot.

3 . 8 Parking Restrictions and Garages.

(a) Parking. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, or repair of • boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and .pick-up trucks of three-quarter ton capacity or less (collectively , "Permitted Vehicles") may be parked in those areas described in this paragraph. Boats, trailers and other

vehicles that are not Permitted Vehicles may be parked only in the garage of a Unit. Permitted Vehicles may be parked only within a garage of a Unit or in the driveway, and should be parked in the garage when not in use. commercial vehicles or any permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. No part of the Common Areas or of the public right-of-ways shall be regularly used for parking except for designated parking spaces . The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours.

(b) Garages and Driveways. All Units must be constructed •with garage attached or .detached which shall contain a minimum of two (2) and a maximum of four (4) parking spaces appropriate for the parking of Permitted Vehicles. All garage doors shall be equipped with electric garage door openers and shall be kept closed when not in use. Garage doors shall open to the side or rear of the Residential Unit, unless the A. R.C. determines that such a configuration is impractical for a particular Lot. No garage shall be permanently enclosed or converted to another use without the written approval of the

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A. R.C. No carports shall be permitted. All improved Lots shall have a paved driveway made of materials approved by the A. R.C.

3 . 9 Antenna and Security Systems.

(a) Antennas . No television or radio masts, towers, poles, antennas, aerials, satellite dishes, or appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot. Any such item must be located within the attic of the Residential Unit.

(b) Security Systems. All Residential Units shall be constructed with electronic security systems with the capability of connection to an external monitoring system. Any external security alarms or lights are subject to Regulations promulgated by the Association .

3 . 10 Occupancy and Leasing Restrictions . Each of the Residential Units shall be occupied only by the owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit.

3. 11 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the property, except that caged birds and other common household pets may be kept by the occupants of each Residential Unit subject to the Association 's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs must be leashed or kept within enclosed areas at all times. No pets are allowed on or within the recreational facilities located on the Common Area, If after notice from the Association, an Owner or occupant continues to permit an animal to be dangerous or a nuisance to other Owners, or destructive of wildlife or property, the Association may require the owner to remove the animal from the Property.

3. 12 Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinder or containers for the storage of liquified petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Residential Unit, or in refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.13 Sewage Disposal and Water service. All water and sewage facilities and service to the Property shall be supplied by a central water supply and sewage system

providing service to the Property. No well of any kind shall be dug or drilled on the Property without the approval of the A. R.C. , and then only for the purpose of providing landscape irrigation . No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the lakes. No water from air conditioning systems or swimming pools shall be discharged into the marshlands or lakes, except from swimming pools located on the Common Areas. There are OF F ICI RECORDS

non-exclusive perpetual easements, in, over and under the areas described on Plats as " Easements " "Easement for Utilities" or similar wording for the purpose of installation, maintenance and operation of water and sewage facilities.

3. 14 Signs and Mailboxes. No sign of any kind, including street signs, shall be displayed to public view within the Property except customary address signs, unless approved by the A. R.C. , and a lawn sign of not more than four (4) square feet in size advertising a Lot or Residential Unit for sale or rent. The size, design and color of all mailboxes and the supporting structures must be approved by the A. R.C. .

3 .15 Outdoor Drying of Laundry. outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots; and any street. No rugs, drapes, or other items shall be hung from any portion of the exterior of any Unit.

3 . 16 Window coverings and Air conditioners. No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a Residential Unit without A. R.C. approval . No window air conditioning units shall be installed without A. R.C. approval, and in no event on any side of a building which faces a street. No exterior components of air conditioning units shall be visible from the street.

3. 17 Lakes and Wetlands.

(a) General. Only the Developer or the Association shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the City of Jacksonville, Florida, 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 and 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 or into the lakes, unless same shall have been approved by the A. R.C.

(b) Recreational Use. Only manually powered boats, sailboats sixteen (16) feet or less, and boats sixteen (16) feet or less powered by electric trolling motors may be used on any of the lakes, ponds, streams, lagoons, marshes or other wetlands within the Property, notwithstanding that all or portions of such wetlands may be located within a Lot. Except with the prior written consent of the Association or in accordance with the

Association's Regulations, no swimming, . bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or on the lakes within the Common Areas.

(c) Governmental permits. Reference is made to the St. Johns River Water Management District ("SJRWMD") permit No. 4-031-0258 and subsequent surface water management permits issued by SJRWMD. No construction of improvements and no dredging or filling activities are permitted waterward of the wetlands limit lines as shown on the plans entitled "Hampton Glen" prepared by England, Thims & Miller, Inc. dated June 7 , 1988, as amended and supplemented, (copies of which are on file in the offices of the St. Johns River Water Management District) except as allowed by said permit and as may be allowed by future permits. The foregoing provisions may not be amended without the approval of the St. Johns River Water Management District . The words "Preservation Line" and

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"Preservation Area" appearing on the Plat denote areas where construction, dredging and filling activities are restricted.

3 .19 Casualty Damage. In the event of damage or destruction by fire 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. The improvements shall be reconstructed in accordance with the original approved plans and specifications unless the Owner wishes to modify the Residential Unit, in which case the Owner must comply with the provisions of Article VI 11 hereof, and other applicable provisions of the 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.

3.19 General prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Lot. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such owner's Lot. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of insurance maintained by the Owner or the Association if, at the time of such act or omission, the owner or the Association has insurance in force complying with the requirements of this Declaration. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of any unintentional act or omission for which such owner is responsible under this paragraph.

3 . 20 Supplemental Declaration . The provisions of this Article may be amended in whole or in part by one or more supplemental declarations of covenants and restrictions applicable to a portion of the Additional Lands to conform to the housing products to be developed on such lands.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4 . 1 Membership .

(a) General . Every owner, including Developer and Sub-division Developers, of a Lot or a Residential Unit is a member of the Association and is entitled to one membership for each Lot or Residential Unit owned. Each

such membership is appurtenant to the Lot or Residential Unit upon which it is based and is transferred automatically by conveyance of title whereupon the membership of the previous Owner automatically terminates. Except as hereinafter provided regarding Developer, membership in the Association may not be transferred or enumerated except by the transfer of title to a Lot or Residential Unit; provided however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

(b) Developer. The Developer is also a member of the Association as to all Unassigned Developer Residential Units. As Developer assigns or conveys to subdivision Developers the right to develop Lots and Residential Units within the Property, or conveys Lots or Residential Units to Owners other

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than Subdivision Developers, Developer shall from time to time (but not less frequently than annual 1 y) deliver to the Association a certificate signed by Developer stating: (i) the then maximum number of Residential Units permitted by the PUD Ordinance and other applicable zoning regulations; (i i) the number of Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights to Subdivision Developers; (i i i) the number of Lots or Residential Units Developer has conveyed to Owners other than Subdivision Developers; and (i v) the remaining number of Unassigned Developer Residential Units.

(c) Subdivision Developer. Prior to the recordation of a plat covering a portion of the Property owned by a Subdivision Developer, each subdivision Developer is a member of the Association as to the lesser of: (i) all permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; or (i i) the number of proposed lots or dwelling units within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters.

4 . 2 Classification. The Association has two classes of voting membership:

(a) Class A. So long as there is Class B membership, Class A members are all Owners except Developer. **C1** members are entitled to one vote for each Lot or Residential Unit owned. In addition, prior to the recordation of a plat covering a portion of the Property owned by a subdivision Developer, a subdivision Developer is entitled to one vote for the lesser of: (i) all Permissible Residential Units with reference to which Developer has specifically assigned or conveyed its development rights; or (i i) the number of proposed lots within the portion of the Property owned by the Subdivision Developer approved for development by the governmental authorities having jurisdiction over such matters. Upon termination of Class B Membership, Class A members are all Owners, including Developer so long as Developer is a member of the Association.

(b) Class B. The Class B member is Developer who is entitled to three votes for each Lot or Residential Unit owned and three (3) votes for each Unassigned Developer Residential Unit*. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (i) . when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (i i) seven (7) years from the recording date of this Declaration.

4 3 Co-Ownership. If more than one Person holds the record title to any Lot or Residential Unit, all such Persons are members but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot or Residential Unit is held by husband and wife, either Co-owner is entitled to cast the vote for such Lot or Residential Unit unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

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4.4 Inspection of Records. All books, records, and papers of the Association will be open to inspection and copying during reasonable business hours by any Owner and by Developer, so long as Developer is a member of the Association. Such right of inspection may be exercised personally or by one or more representatives. The Declaration, Articles, and By-Laws must be available for inspection by any Owner or the Developer at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs .

4 . 5 Extraordinary Action. The Articles provide that certain actions of the Association as described in the Articles require the approval of a super-majority of the members . In addition, any such action shall require the written approval of the Developer for so long as the Developer is a member of the Association.

4 . 6 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Developer or the Owners set forth in this article. Developer intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results . However, if any such conflict necessarily results, Developer intends that the provisions of this Declaration shall control.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5 . 1 The Common Area.

(a) General . subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall keep the foregoing in a safe, clean, attractive, sanitary, and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence , upon substantial completion of each facility located thereon and include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents .

(b) Insurance . The Association shall keep the improvements located on the Common Areas , including fixtures and personal property of the Association insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the common Areas, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1, 000, 000 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Associationⁱ s insurance must provide for waiver of

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subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

5.2 Other Maintenance.

(a) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot or Residential Unit, including the landscaping and any portion of the Subdivision Boundary Fence located thereon, and the shoreline of the lake adjacent to or within his Lot (if his Lot is a Lakefront Lot), in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right but not the obligation, through its agents and employees, to enter upon the Lot and to perform such repair, maintenance, or restoration. The cost of such exterior maintenance shall be assessed to the Owner of the Lot or Residential Unit and shall become due and payable in all respects, together with interest and fees and costs of collection, as provided for other assessments of the Association. Additionally, the Association shall have a lien for all unpaid costs and interest against the Lot or Residential Unit, and such costs and interest shall be the personal obligation of the Person who owned the Lot at the time the notice was given by the Association, in the same manner as herein provided for other assessments of the Association.

(b) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the Developer and the City of Jacksonville, Florida, and other governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes. The provisions of this subparagraph do not supersede the provisions of Article VI I hereof that require Lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(c) Surfacewater Management. The Association shall operate and maintain the surfacewater management system that has been installed as part of the Work pursuant to the permits issued by the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Corps of Army Engineers including all lakes, littoral areas, retention areas, "Private Easements" shown on the Plat, underdrains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surfacewater management system that is located on the common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surfacewater management system shall be subject to easements to such agency of local government to operate and maintain the surfacewater management system. If the conveyance is not accepted by the local government agency, then the surfacewater management system must be conveyed to a not-for-profit corporation similar to the Association. Any modification

of the Common Areas. that would adversely affect the surfacewater management system must have the prior approval of the St. Johns River Water Management District.

(d) Landscaping and signage. The Association shall maintain all landscaping and grassed areas located in public rights-of-way or at entranceways to subdivisions within the Property, or on lift station sites or other utility parcels within the Property, or which are designated as landscaped

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buffer zones on a Plat, except portions to be maintained by Owners under the provisions of Article VI I hereof, or unless otherwise designated on a Plat or in a supplemental declaration. The Association shall also maintain signage within the property identifying the Hampton Glen PUD and the various subdivisions therein.

5 . 3 Services .

(a) General. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Board of Directors determine are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Board of Directors may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Legal Documents or the Association's Regulations.

(b) security. A comprehensive security system for the

Property that coordinates security services provided for the Common Areas and the Property as a whole, with security services available to Owners for their Residential Units is hereby deemed to be beneficial to preserving the value and maintaining the desirability of the Property. The Association has the authority to enter into agreements to provide security services to the Property and in connection therewith may contract with one security company (the "Property Security Company") that coordinates security services for the Common Areas and other public portions of the Property (including by way of example a roaming guard service throughout the Property) with security services obtained by owners for their Residential Units (the "Common security Services") The Association may make available a portion of the Common Areas to the Property Security Company for use in connection with providing Common Security Services to the Property . The expenses incurred by the Association in contracting for common security Services are common expenses incurred for the safety and welfare of the residents of the Property and therefore shall be included in the annual maintenance assessment levied against all Lots and Residential Units . To the extent that the Property Security Company provides a credit or otherwise reduces its charges for Common Security Services because it has also contracted with one or more Owners within the Property for security services for their Residential Units, the Association shall provide a pro rata credit to such Owners against the assessment for Common Security Services or alternatively shall assess only owners who have not individually contracted with the Property security Company for their pro rata share. of the additional costs of the Common Security services . Once initiated, the Association shall not permanently discontinue the common Security Services without the affirmative vote of not less than fifty percent (50%) of all Owners at a duly called meeting of the Association.

Provided however, nothing herein shall be deemed to impose any liability, duty or responsibility on the Association or the Developer or any of their shareholders, directors, officers, employees, agents, successors or assigns to provide security services to the Property, the Common Areas, Lots or the Residential Units or to any Owner or other Person in or about the Property, and all Owners and other Persons in or about the Property, their family members, invitees, guests, personal representatives and assigns hereby release and agree to hold harmless the Association, the Developer and their shareholders, directors, officers, employees, agents, successors and assigns from all liability or claims for damage-

ages, personal injury or death arising from or in any way connected with the provision, or failure to provide security services .

5 . 4 Rules and Regulations. The Association from time to time may adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Property so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents . No Owner or other Person occupying any Lot, or any invitee, shall violate the Association 's Regulations for the use of the Property, and at all times shall do all things reasonably necessary to comply with the Regulations. The validity of the Association's Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community . The Regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of both classes of membership present and voting at any regular or special meeting convened for such purpose. No regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of the provisions of the Legal Documents pertaining to the development plan established by this Declaration, will be valid without the written approval of the Developer. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner 's choosing.

5.5 Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5.6 Access by Association. The Association has a right of entry on to each Lot (but not in the Residential Unit located thereon) to the extent reasonably necessary to exercise any right granted, or to discharge any duty imposed, by the Legal Documents, or for any other purpose reasonably related to the Association 's performance of any duty imposed, or exercise of any right granted, by the Legal Documents. Such right of entry must be exercised in a peaceful and reasonable manner upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner arbitrarily shall withhold consent to entry by the Association for the purposes herein set forth. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

5 . 7 Restriction on Capital Improvements. All capital improvements to the Common Areas, except for replacement or repair of those items installed as part of the Work, and except for personal property related to the Common Areas, must be approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

5.8 Reserves. The Association shall establish and maintain an adequate reserve fund for the repair and replacement of improvements and personal property that the Association is obligated to maintain under the provisions of the Legal Documents. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof .

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ARTICLE VI

COVENANTS FOR ASSESSMENTS

6 . 1 Assessments Established, For each Lot or Residential Unit, and to the extent a portion of the Property has not been platted, fbr each permissible Residential Unit within the Property, Developer covenants, and each subdivision Developer and owner by acceptance of a deed or other conveyance of record title to any portion of the Property, whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association :

(a) An annual maintenance assessment, as defined in paragraph 6.2 ; and

(b) special assessments, as defined in paragraph 6.3; and

(c) Special assessments for property taxes levied and . assessed against the Common Areas, as defined in paragraph 6.4; and

(d) specific assessments against a particular Lot , or Residential Unit, or a portion of the Property that are esta- blished pursuant to any provisions of the Legal Documents, as provided in paragraph 6.5; and

(e) All excise, sales, or use taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

6.2 Annual Maintenance Assessments.

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, .and welfare of the residents and occupants within the Property, and for the operation, manage- ment, maintenance, repair, renewal and replacement of the Common Areas and other portions of the Property to be main- tained by the Association (including maintenance of adequate reserves) , the payment of taxes and insurance, and for the performance of the Association's duties and permissible activities under the Legal Documents. The annual assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to Law.

(b) Amount.

(i) Until January 1 of the year immediately following substantial completion of the first phase of the improvements to the Common Areas described on Exhibit C hereto, the maximum annual maintenance assessment shall be Seven Hundred Eighty Dollars (\$780. 00) for each Lot, and permissible Residential Unit. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(i i) Commencing with the fiscal year beginning January 1 of the year immediately following substantial completion of the first phase of the improvements to the Common Areas described on Exhibit C hereto, the Board of Directors, at its annual meeting next preceding such date, and effective as of each respective January 1st thereafter, shall set the amount of the maximum annual maintenance assessment for the following year for each Lott and Permissible Residential Unit, provided that the maximum annual maintenance assessment may not be increased more than five percent (5%) above the maximum annual maintenance assessment for the previous year unless approved

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by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened with at least sixty percent (60%) of the Owners or their proxies present. If the sixty percent (60%) quorum cannot be obtained at the initial meeting, a second meeting may be called at which the quorum shall be thirty percent (30%) . The amount of the annual maintenance assessment shall be fixed by the Board of Directors for each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest or late charge so long as not more than thirty (30) days delinquent. In the absence of Board action the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Commencement of Annual Assessment. The annual assessment begins as to all Lots, or Permissible Residential Units within the Property on the first day of the month following substantial completion of the first phase of the improvements to the Common Areas described on Exhibit C hereto. If the operation of this Declaration is extended to the Additional Lands, as provided herein, then the annual assessment begins against all Lots, or permissible Residential Units within each such extension on the first day of the first month following the recording in the public records of an amendment to this Declaration extending the operation of the Declaration to all or part of the Additional Lands. The first annual assessment against any Lots, or Permissible Residential Unit shall be prorated according to the number of months then remaining in the fiscal year.

(d) 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 this subparagraph. Upon the transfer of title of a Lot to an Owner other than the Developer or a Subdivision Developer, the transferee shall pay to the Association a working capital contribution equal

to two months of the then current annual maintenance assessment. This capital contribution shall not be considered as an advance payment of the annual maintenance assessment. Each Subdivision Developer agrees to collect the working capital contribution at the closing of the sale to such Owner and to promptly pay the same to the Association.

6.3 Special "Assessments, The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the expense of performing for any delinquent Owner the obligations of such Owner as provided in Paragraph 5.2 hereof, or the cost of any purchase of additional real property for the use and benefit of the Association or the Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas; provided that such assessment is approved by two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for his pro rata share of such costs as provided in paragraph 6.1 hereof. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, within forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

6.5 Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Legal Documents,

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including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of any Owner's failure to properly maintain those portions of the exterior of his Lot and Residential Unit as herein provided, also may be assessed by the Association against the Owner's property after the Owner fails to pay it when due and the default continues for thirty (30) days; after written notice. The Association may also make specific assessments with reference to the common Security Services described in paragraph 5.3 hereof.

6.6 Uniformity of Assessment. Except as expressly set forth herein, the annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the property, except that the annual maintenance assessment against any Lot, or Permissible Residential Unit owned by Developer or a Subdivision Developer and which is not being occupied as a resi-

dence may be waived or reduced by the Board of Directors of so long as there is a Class B membership; provided that Developer or Subdivision Developer shall have agreed to fund the deficits, if any, between the aggregate amount assessed Class A members, Developer, and Subdivision Developers and the total expenses of the Association during the applicable period. Deficits shall be funded only as they are actually incurred by the Association. The Developer shall cease to pay any portion of the deficit of the annual operating expenses of the Association under the provisions of this paragraph when Developer is no longer entitled to elect a majority of the Board of Directors of the Association. This provision is not and shall not, be construed as a guaranty or representation as to the level of assessment imposed under the provisions of this Article. Upon transfer of title of a Developer owned Lot, or Permissible Residential Unit, the Lot, or Permissible Residential Unit shall be assessed in the applicable amount then payable by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

6.7 certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether applicable assessments have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments is binding on the Association as of the date of issuance.

6.8 Lien for Assessments. All sums assessed to any Lot or permissible Residential Unit, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, shall become a lien on such Lot, or as to permissible Residential Units, other lands owned by the Owner or Subdivision Developer within the Property, in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. The Association may record a claim notice of lien against any Lot or other property when any assessment is more than 30 days delinquent. Each such assessment, together with interest, late charges and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot or Permissible Residential Unit when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, unless assumed expressly in writing

6 : 9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date at the maximum lawful rate from time to time permitted under the laws of the State of Florida. In addition, each assessment not paid within thirty (30) days after its due date is subject

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to a late fee of Twenty Dollars (\$20.00) to compensate the Association for the additional expenses incurred as a result of the delinquency. The Association may bring an action at law against any Owner or Subdivision Developer personally obligated to pay such assessment, or foreclose its lien. No Owner or subdivision Developer may waive or otherwise escape liability for the Association's assessments by nonuse of the Cannon Areas or by abandonment of such Person's property, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner or subdivision Developer is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments that become due during the period of foreclosure. All such costs and expenses, interest, late fees, and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

6.10 Homesteads. By acceptance of a deed or other conveyance of title to any Lot the Owner is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

6.11 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot, or other lands within the property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners and subdivision Developers (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot, or other land from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than 60 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the property encumbered and stating the address to which notices shall be given. This provision shall not be construed to impose upon the First Mortgagee any duty to collect assessments.

6.12 Limitation. Notwithstanding the provisions of this Article establishing assessments with reference to Permissible Residential Units, the number of permissible Residential Units for which Developer or any subdivision Developer obligated to pay assessments shall not exceed the number of membership and votes allocated to the Developer or the subdivision Developer for permissible Residential Units.

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ARTICLE VII

MAINTENANCE, REPAIR AND RECONSTRUCTION

7 . 1 Maintenance.

(a) General . Each Owner at his expense, shall maintain in good order and repair and keep in an attractive condition all portions OL' his Lot and Residential Unit, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, (inc] uding the Subdivision Boundary Fence, if any) , all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot . Each Owner shall also maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if any, located between his Lot line and the paved portion of the street in a neat and attractive condition. Landscape main- tenance shall include regular lawn mowing , fertilizing, watering and edging. All Owners of Lakefront Lots shall keep the shoreline of the lake abutting or within their Lot free from all litter and debris. Vacant Lots must be kept free of litter, debris and nuisances . The foregoing obligations include any maintenance, repair, or replacement required by the occurrence of .any fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition. Each Owner shall promptly perform any maintenance or repair requested by the Association and shall be liable for all direct loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such owner specifying the items of maintenance or repair. Failure to properly maintain a Lot or Residential Unit shall permit the Association to perform such maintenance as provided in Paragraph 5.2 hereof, and to levy assessments to recover the cost thereof .

(b) Other Associations . If there has been created an owners association responsible for the maintenance of Lots or Residential Units within a portion of the Property, then to the extent applicable, that association shall also be deemed to be the Owner for purposes of foregoing maintenance obligations, but the foregoing shall not be deemed to relieve the individual Owner of responsibility or liability for such items .

7 . 2 Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements within the Property , the owner shall repair or rebuild such damaged or destroyed im- provements in a good workmanlike manner, within a reasonable time not. to exceed one year and in accordance with the provisions of this Declaration. 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. owners shall comply with the provisions

of Article VI 11 hereof whenever repairing or rebuilding damaged improvements.

7 ..3 Subdivision Developer. To. the extent applicable each Subdivision Developer shall comply with the provisions of this Article as to any portion of the Property owned by the Subdivision Developer that has not been platted or upon which Residential Units have not been created .

ARTICLE | |
ARCHITECTURAL CONTROL

g . 1 Architectural Review committee. The Developer shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A. R.C. ¹") composed of three or more persons who need not be Owners. The A. R.C. may retain the services of an architect (the "Professional Advisor") to assist the A. R.C. in the performance of its duties under the Legal Documents. In the absence of specific action appointing members of the A. R. C. , the Board of Directors shall be the committee members. The Developer shall retain the right to appoint the A. R.C. members until the first to occur of a) the sale by Developer of all the permissible Residential Units in the Property and the Additional Lands or b) ten (10) years from the date this Declaration is recorded. Thereafter the Board of Directors of the Association shall appoint the A. R.C. members . Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A, R.C. No member of the committee shall be entitled to compensation for services performed, except that the Professional Advisor, if any, shall be paid a uniform reasonable fee approved by the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

8.2 A. R.C. Authority. Unless the Developer is designated by this Declaration to regulate a particular item, the A. R.C. has full authority to regulate the use and appearance of the exterior of the Property to: (a) assure harmony of external design and location in relation to surrounding buildings . and topography; (b) protect and conserve the value and desirability of the Property as a residential community; and (c) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal or destruction of (when constructed without A. R. C. approval) , those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The A. R.C. may adopt, rescind, and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (i i) if the Board Of Directors has not constituted itself as the A. R.C. , shall have been approved by the Board of Directors before taking effect. Violations of the committee 's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

8.3 A. R.C. Approval. Except for all construction relating to the Work and items installed by Developer or a Subdivision Developer as part of the Work, the A. R.C. 's prior approval is required for any and all construction or reconstruction of improvements of any nature whatsoever, unless the structure, use, or activity is expressly permitted by the A. R.C. 's promulgated rules and regulations.

g .4 Applications. All applications and submittals to the A. R.C. must conform to the A. R.C. submittal and approval process as reflected in the then current A. R.C. **architectural** guidelines and must be accompanied by . all information required by such guidelines. All applications and submittals shall be addressed to the Association and mailed certified or registered mail, return

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receipt requested, or delivered by hand in exchange for a signed receipt acknowledging delivery. If the A. R.C. does not approve or disapprove any application within 30 days after receipt, the A. R.C.'s approval will be deemed given as to all Persons without knowledge of any violation of the Legal Documents. In all other events, the A. R.C.'s approval must be in writing.

8.5 Inspection. The A. R.C. or its designate shall inspect the construction after completion to assure compliance with the approved plans and specifications and shall, if requested, issue a certificate of compliance if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of this Declaration. If the A. R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors and the Owner specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance requiring the Owner to correct the non-compliant items.

8.6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association neither the Developer, the A. R.C. members, the Board of Directors, the Professional Advisor nor the Association shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld.

ARTICLE 1ax

OPERATION AND EXTENSION

9.1 Effect Upon Additional Lands. With respect to the Additional Lands, the provisions of this Declaration are not self-executing and shall be of no legal force and effect unless from time to time extended to all or any portion of the Additional Lands by a recorded amendment to this Declaration, that declares all or a part of the Additional Land to be subject to the provisions hereof. Developer agrees that all extensions shall be in accordance with the general plan of development established by this Declaration and the PUD Ordinance. Developer or any person to whom Developer has assigned its rights to develop the Additional Land may execute and record such an amendment or amendments without the consent or joinder of any Owner, Subdivision Developer, the Association, or any other Person. The provisions of this Declaration then automatically shall be extended to the portion of the Additional Lands described in such amendment and shall run with such lands and be binding upon all Persons, having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns. Until the foregoing occurs this Declaration does not constitute an encumbrance or restriction upon the title to all or any portion of the Additional Lands. If the provisions of this Declaration have not been so extended to the Additional Lands on or before fifteen years from the date this Declaration is recorded, then the Developer, its successors or assigns shall no longer have the right to extend the provision of this Declaration as provided in this Article.

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9 . 2 Other Extensions. The extension of the provisions of this Declaration to any lands other than the Additional Lands requires the approval of two-thirds (2/3) of each class of the members of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

9.3 Allocation of Permissible Residential Units. Any amendment of this Declaration extending the provisions of this Declaration to all or part of the Additional Lands may also designate the maximum number of Permissible Residential Units allocated to those lands by the Developer. .

ARTICLE X

GENERAL PROVISIONS

10.1 Enforcement.

(a) Rights of Developer and Association. Developer reserves the right, but shall not be obligated, for the Developer or the Association, following twenty (20) days written notice to the owner of any portion of the Property specifying a violation of the Legal Documents, to enter upon such property to correct any violation of the Legal Documents or to take such other action at the expense of the owner as Developer or the Association deems necessary to enforce these covenants and restrictions. The owner of such property shall pay Developer or the Association on demand the actual cost of such enforcement plus twenty (20%) percent of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum lawful rate of interest from the date of demand. Developer or the Association may, at its option, bring action at law against such owner personally obligated to pay the same, or upon giving the owner ten (10) days written notice of an intention to file a claim of lien against a Lot, may file and foreclose such lien.

(b) Legal Proceedings. The Developer, Subdivision Developers, the Association, or any owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. If any Owner obtains the enforcement of any provision of the Legal Documents against any owner other than Developer, Subdivision Developer, or the Association or if the Association, a subdivision Developer, or the Developer is the prevailing party in any litigation involving the Legal Documents or any of the Association's Regulations, then such party may recover all costs and expenses, including reasonable attorneys' fees incurred in trial and appellate proceedings from the nonprevailing party. In no event may such costs and expenses be recovered against the Association unless otherwise provided by Law. If the Association is the prevailing party against any Owner or Subdivision Developer, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Lot or other property owned within the Property, as provided in Article VI. If any Owner or class of owners is a prevailing party against any

other Owner or class of Owners, such owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors.

(c) No Waiver . Failure by the Developer, Subdivision Developer, the Association or by any Owner to enforce any covenant, restriction, Regulation will not constitute a waiver . of the right to do so at any time, nor. shall such failure to enfbrce create any liability f0K the Developer, Subdivision . Developer or the Association to any Owner or any other person.

. 10.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest there- in, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the

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subdivision Developers, the Association or any owner, their respective heirs, successors, and assigns, for a period of 40 years from the date this Declaration was originally recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten years each, unless sixty-seven percent (67%) of the then Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six months immediately preceding the beginning of any renewal period.

10. 3 Amendment.

(a) Developer. The Developer reserves and shall have the sole right without the joinder or consent of any Subdivision. Developer, Owner, the Association, the holder of any mortgage, lien or other encumbrance affecting the Property, or any other Person: (i) to amend this Declaration or the other Legal Documents to comply with any requirements of a governmental agency, institutional First Mortgagee, or other Person willing to make, insure, guaranty, or purchase mortgage loans secured by a Lot (including the Federal National Mortgage Association, Veterans Administration, and the Federal Housing Authority) ; or (i i) to amend this Declaration or the other Legal Documents to cure any ambiguity or error or any inconsistency between these provisions and the other Legal Documents or any Plats, or (i i i) to amend this Declaration or the other Legal Documents with reference to portions of the Additional Lands to conform to the housing products to be developed on such lands .

(b) owners . Subject to specific provisions of this Declaration which shall supersede the provisions of this paragraph, this Declaration may be amended by an affirmative vote of not less than sixty-seven percent (67%) of all Owners at a duly called and convened meeting of the Association, and shall be evidenced by a certificate signed by a majority of the Board of Directors with the formalities from time to time required of a deed under the laws of the State of Florida and which certifies that the requisite vote was obtained at the duly called and convened meeting of the Association. No amendment shall be effective until recorded.

10.4 other Approvals. All of the following actions require the prior approval of the Developer (for so long as there is a class B membership) the owners of sixty-seven percent (67%) of the Lots (excluding the Developer) , the holders of **sixty-seven** percent

(67%) of the First Mortgages within the Property and, as the same may be required while there is a Class B membership, the Federal Housing Authority, the Veterans Administration and the United States Department of Housing and Urban Development: (a) amendment of the Articles or of this Declaration , except as expressly provided in Article IX and in subparagraph (a) of

the last preceding paragraph; and (b) alienation or encumbrancing of all or any portion of the Common Areas; (c) the merger, consolidation, or dissolution of the Association; and (d) the annexation of additional lands or the extension of the provisions of this Declaration to lands other than the Additional Lands.

10.5 Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where an improvement has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the improvement encroaches upon any easement area or the Common Area or otherwise violates or would violate any provision of this Declaration, Developer reserves for itself the right to release the encroachment or violation and to grant an exception to permit the encroachment or violation by the structure without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adja-

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cent Lots, and the overall appearance of the Property. • Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected property.

10.6 Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Legal Documents and Regulations and the books, records, and financial statements of the Association; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive

any notice that is required to be given to the Class A members of this Association under any provision of the Legal Documents . Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (i i) any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage , (i i i) lapse, can- gel lat ion or material rnodif ication of any insurance coverage or fidelity bond maintained by the Association; and (i v) any proposed action requiring the consent of a specified percent- age of mortgage holders .

10. 7 Provisions Inoperative as to The Work. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, ern- ployees, successors or assigns, or a Subdivision Developer to whom developer has expressly assigned its rights under this subpara- graph, from doing or performing on all or any part of the Property owned or controlled by Developer or the Subdivision Developer whatever it or they determine to be necessary, convenient, or de- sirable to complete the Work. The foregoing includes the right for Developer and any Person designat:ed by Developer in writing to: (a) construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots and Res idential Units; and (b) remove trees and other vegetation when constructing streets, utilities facilities, lakes and drainage systems within the Property.

10.8 Assignment. Developer may assign to any Person, includ- ing Subdivision Developers, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the

ownership, use, or development of a portion of the Property including by way of example the rights, privileges and exemptions described in paragraph 10.7 hereof. Any such assignment shall be .non-exclusive unless otherwise noted, and shall be effective only for so Long as such right, privilege or exemption would inure to

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the benefit of Developer. Reference in this Declaration to First Hotel Investment Corporation as the Developer of the Property is not intended and shall not be construed to impose upon First Hotel Investment Corporation any obligations for the acts or omissions of third parties who purchase parcels within the Property from First Hotel Investment Corporation and develop and resell the same.

10.9 Disclaimers Regarding Water Bodies. Neither the Developer, the Association nor any of their successors, assigns, shareholders, officers, directors, members, employees, management agents, contractors or subcontractors (collectively, the "Listed parties") shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, creek, stream or other body within the Hampton Glen PUD, except as such responsibility may be specifically imposed by an applicable governmental or quasi-governmental agency or authority referenced in this Declaration. Further, all owners and users of any portion of the Hampton Glen PUD located adjacent to or **having a** view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of, such property, to have agreed to hold harmless the listed parties for any and all changes in the quality and level of the water in such bodies. All persons are hereby notified that from time to time alligators and other wildlife may inhabit or enter into water bodies within the Hampton Glen PUD and may pose a threat to persons, pets and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife. All persons are hereby notified that lake banks and slopes within certain areas of the Hampton Glen PUD may be steep and that depths near shore may drop off sharply. By acceptance of a deed to, or use of, any property within the Hampton Glen PUD, all owners or users of such property shall be deemed to have agreed to hold harmless the listed parties from any and all liability or damages arising from the design, construction, or topography of any lake banks, slopes, or lake bottoms.


10.10 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Legal Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

10.11 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner on either the records of the Association or the public records of Duval County, Florida at the time of such mailing. Notices to the Developer or the Association shall be sent in the manner described above to the registered office' of the Developer or the Association.

IN WITNESS WHEREOF, Developer has executed this Amended and Restated Declaration of Covenants and Restrictions for Hampton Glen at Deerwood the date first stated above.

FIRST HOTEL INVESTMENT CORPORATION

Jacques-Louis A. Cipollone
 Print Name: Jacques-Louis A. Cipollone
 Bruce E. DeGiles
 Print Name: Bruce E. DeGiles


Print Name: James V. Palmer

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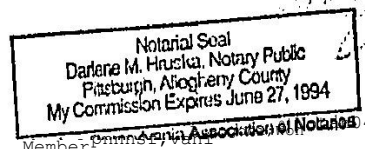
The foregoing instrument was acknowledged before me this

6th day of November 1992 , by James V. Palmer
President of First Hotel Investment Corporation, a Delaware
corporation, on behalf of the corporation.

Darlene M. Hruska
Print Name: Darlene M. Hruska
Notary Public, State of Florida
At Large

My Commission expires: 6/27/99

Personally known X or produced identification . Type of identification



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November 5, 1992

VOL 7455 PG 2065 VOL 6917 PG 1830

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THE PROPERTY

CAPTION

A PART OF SECTION 30. TOWNSHIP 3 SOUTH. RANGE 2B EAST AND A PART OF SECTION 25. TOWNSHIP 3 SOUTH. RANGE 27 EAST, OF JACKSONVILLE. DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE $ea \cdot 58'54''$ WEST, ALONG NE SOUTHERLY LINE OF SAID SECTION 30. 5844.22 FEET TO THE POINT OF BEGINNING, FROM POINT OF BEGINNING NUS $ot5Crt9E0$ THENCE SOUTH $BB'S8'54''$ WEST. CONTINUING ALONG SAID

SOUTHERLY LINE

OF SECTION. 30. 186.00 FEET TO A POINT LYING ON THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED AND

IN OFFICIAL RECORDS VOLUME 6061. PAGE OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $ot5Crt9E0$ DEPARTING SAID SOUTHERLY LINE OF SECTION 30 AND ALONG EASTERLY LINE OF OFFICIAL RECORDS

VOLUME 6061. PAGE 170.10 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF $\cdot 1767.5$ FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY LINE OF SAID LANDS

RECORDED IN OFFICIAL RECORDS VOLUME 6061. PAGE 881. AND ALONG THE EASTERLY LINE OF THE LANDS DESCRIBED AND

RECORDED IN OFFICIAL RECORDS VOLUME 5734. PAGE 1902. OF SAID CURRENT PUBLIC RECORDS. THROUGH A CENTRAL ANGLE

OF $56'45'50''$. AN ARC DISTANCE OF 2060.00 FEET TO A POINT LYING ON NORTHEASTERLY CORNER OF SAID LANDS

DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5734, PAGE 1902, SAID ARC BEING SUBTENDED BY A CHORD

BEARING AND DISTANCE OF NORTH $4754'03''$ WEST. 1945.42 FEET; THENCE SOUTH $89'55'31''$ WEST. DEPARTING SAID

EASTERLY LINE AND ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5734. PAGE 1902. 72.74 FEET TO A POINT ON THE SOUTHEASTERLY CORNER OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5734. PAGE 1913. OF SAID CURRENT PUBLIC RECORDS: THENCE NORTH $19'05'15''$ EAST.

DEPARTING SAID NORTHERLY LINE ALONG THE EASTERLY LINES OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5734 PAGE 1913. OFFICIAL RECORDS VOLUME 5734 PAGE 1907. AND OFFICIAL RECORDS VOLUME 5734 PAGE 1907.

PAGE 855. A DISTANCE OF 1973.45 FEET TO A POINT LYING ON SOUTHERLY RIGHT-OF-WAY LINE OF SAYMEADOWS ROAD EXTENSION. A 200 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED, SAID POINT LYING ON A CURVE CONCAVE

NORTHERLY AND HAVING A RADIUS OF $\cdot 2098.35$ FEET; THENCE ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE. THROUGH A CENTRAL ANGLE OF $02'23'23''$. AN ARC DISTANCE OF 87.52 FEET TO THE POINT OF BEGINNING OF SAID CURVE. SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH

EAST; THENCE NORTH $89'55'57''$ EAST. CONTINUING ALONG SAID SOUTHERLY LINE. 578.19 TO A POINT LYING ON SOUTHEAST CORNER OF SAID 200 FOOT RIGHT-OF-WAY; THENCE NORTH $00'04'03''$ WEST. 200.00

FEET. TO A POINT LYING ON NORTHEAST CORNER OF SAID NORTH EAST. ALONG THE NORTHERLY LINE OF NE EASTERLY EXTENSION OF SAID 387.37 FEET TO THE NORTHEAST CORNER OF EXTENSION: THENCE SOUTH $00'00'00''$ EAST, ALONG THE EAST LINE OF SAID RIGHT-OF-WAY EXTENSION. 200.00 FEET.

TO THE SOUTHEAST CORNER OF SAID, EXTENSION; THENCE NORTH EAST. DEPARTING SAID EXTENSION, 675.00 FEET; THENCE SOUTH $00'00'00''$ EAST, 346.14 FEET; THENCE SOUTH $56'35'37''$ WEST. 765.53 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 680.00 FEET; THENCE ALONG AND

OFFICIAL RECORDS

AROUND THE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF AN ARC DISTANCE OF 553.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE. SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47 EAST. 53.12 FEET; THENCE SOUTH 71°04'03" EAST, 5.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1508.69 FEET; THENCE ALONG AND AROUND ARC OF CURVE. THROUGH A CENTRAL ANGLE OF 114°05'. AN ARC DISTANCE OF 383.41 FEET TO THE POINT OF TANGENCY OF CURVE. SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH EAST. 362.53 FEET; THENCE SOUTH 44°52'08" EAST. 5.00 FEET TO POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2200.00 FEET; THENCE ALONG AND AROUND ARC OF SAID THROUGH A CENTRAL ANGLE OF 107°42'. AN ARC DISTANCE OF 60.44 FEET TO A POINT ON SAID CURVE. SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH EAST. 60.43 FEET; THENCE SOUTH 03°33'28" WEST. DEPARTING SAID CURVE. 100.00 FEET TO POINT LYING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2300.00 FEET; ALONG AND AROUND REVERSE ARC OF SAID CURVE. THROUGH A CENTRAL ANGLE OF 04°29'40'. AN ARC DISTANCE OF 180.42 FEET TO A POINT LYING ON SAID CURVE. SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH EAST. 180.37 FEET; THENCE SOUTH WEST. SAID CURVE. 834.41 FEET; THENCE SOUTH WEST, 223.03 FEET; THENCE SOUTH EAST. 60.00 FEET; THENCE SOUTH 32°09'06" WEST. 55.00 THENCE NORTH 57°20'58" WEST. 60.00 FEET; THENCE SOUTH WEST. 400.77 FEET; THENCE SOUTH EAST. 60.00 FEET; THENCE SOUTH WEST. 122.99 FEET; THENCE SOUTH 2423'08" WEST. 626.70 FEET RETURN TO THE SOUTHERLY OF SECTION 30. AND TO THE POINT OF

THE LANDS DESCRIBED HEREIN CONTAINING 140.29 ACRES MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

H. G. Unit One

EXHIBIT 'I A"
Page 1 of ' 3

LEGAL DESCRIPTION - UNIT
TWO

CA PT'IOA'

A PORTION OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN A SCU^T HEAS. • C, ' BOOK

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COUNTY; - OF SUBDIVISIO^N . , go', •,OWIP.'C, e
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INTERSECTION A CURVE CONCA',z RADIUS OF 4300.æ

A CENTRA:- OF 'LON^E. SAID CURVE. ARC

O'S.'ANCE OF •.80.42 •C

SAID ARC BEING SU3ÆNOEO a, A OF :ao.37 THENCE MOR^T *

100.00 FEE ." ro A NON-TANGENT INTERSECT.C&. A NOR-

REF'Y.

HAVING A RÆOtus OF 2200.CC FEET. ANGLE OF YHEQCE EASTERLY

ALORIG SAID ARC, 509.84 •C

SUBTENDEO BY A CHORD BEARING AND DISTANCE OF NORTH 508.

FEET; THENCE NORIH • 88.84 FEE - TO

A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00

OF 'HENCE NORTHEASTER'a ALONG SRO CURVt•. AN ARC DISTANCE OF

39.27 FEE^T POINT OF TANGENCY. SAID ARC BEING SUBTENDEC•

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LEGAL DESCRIPTION - H.G. UNIT THREE

A PORTION OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE "AMENITY AREA" OF H.G. UNIT ONE, A SUBDIVISION AS RECORDED IN PLAT BOOK 46, PAGES 44 THROUGH 44 L OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°55'57" EAST, 815.49 FEET; THENCE SOUTH 00°04'03" EAST, 235.23 FEET; THENCE SOUTH 23°27'45" WEST, 562.86 FEET; THENCE SOUTH 27°13'18" WEST, 523.54 FEET TO A POINT LYING ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2200.00 FEET, SAID CURVE BEING THE NORTHERLY RIGHT-OF-WAY OF HAMPTON RIDGE BOULEVARD SOUTH (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°56'31", AN ARC DISTANCE OF 228.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°50'24" WEST, 228.05 FEET; THENCE NORTH 84°52'12" WEST, ALONG SAID RIGHT-OF-WAY, 5.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1503.69 FEET; THENCE WESTERLY ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 13°48'05", AN ARC DISTANCE OF 363.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°58'06" WEST, 362.53 FEET; THENCE NORTH 71°04'03" WEST, ALONG SAID RIGHT-OF-WAY, 5.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 680.00 FEET; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 46°39'42", AN ARC DISTANCE OF 553.79 FEET TO A POINT LYING ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 47°44'11" WEST, 538.62 FEET; THENCE NORTH 56°35'33" EAST, ALONG THE EAST LINE OF AFOREMENTIONED PLAT, DEPARTING SAID CURVE CONCAVE NORTHEASTERLY AND SAID RIGHT-OF-WAY, 765.55 FEET; THENCE NORTH 00°04'03" WEST, ALONG THE EAST LINE OF AFOREMENTIONED PLAT, 346.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 25.11 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

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THE ADDITIONAL LANDS

X tract of land being a portion of the land of
 Section 30, Township 3
 South, Range 28 East, and also Section 2.5,
 Township 3 South, Range 27 East, Duval County,
 Florida, and being more particularly described
 as follows:

Commence at the Southeasterly corner of Section 30,
 Township 3 South, Range 28 East, for a Point of
 Beginning; thence run South $88^{\circ} 58' 54''$ West along the
 Southerly line of said Section 30, a distance of
 6030.22 feet to the Southeasterly corner of the lands
 described in Official Records 6061, Page 881, of the
 Current Public Records of Duval County, Florida; thence
 departing said section line, run North $00^{\circ} 04' 29''$
 West along the Easterly line of the lands of said
 Official Records 6051, Page 881, a distance of 170.10
 feet to an intersection with a curve, said curve being
 concave Northeasterly, having a radius of 1767.86 feet
 and a central angle of $66^{\circ} 45' 50''$; thence along the
 Northeasterly line of the lands of said Official
 Records 6051, Page 881, and along said curve, a di-
 stance of 2050.00 feet, said curve being subtended by a
 chord bearing and distance of North $47^{\circ} 14' 03''$ west,
 1945.42 feet, thence departing said curve run South 89°
 $55' 31''$ West, a distance of 72.74 feet to the
 Southeasterly corner of the lands described in

Official Records 5734, Page 1913, of the Current Public
 Records of

Duval County, Florida; thence run North $19^{\circ} 05' 15''$
 East, along the Southeasterly lines of the lands
 described in the following Official
 Records Books and their pages respectively, 5734,
 Page 1913, 5734, Page 1907, 5855, Page 855, a di-
 stance of 1973.46 feet to an intersection with a
 curve having a radius of 2098.36 feet and a central
 angle of $02^{\circ} 23' 23''$ also lying on the Southerly
 right-of-way line of the Bay-meadows ~~ypass~~, (a 200 foot
 publicly dedicated and maintained right-of-way),
 said curve being concave Northeasterly; thence along
 said curve and said right-of-way, a distance of

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87.52 feet to a point of tangency , said curve being subtended by a chord bearing and distance of South 88° 52' 21" East, 87.52 feet; thence run North 89° 04' 55" East, along the Southerly line of said right-of-way and prolongation thereof, a distance of 2764.55 feet to a point on a curve to the left, said curve being concave Northwesterly having a radius of 6389.88 feet and a central angle of 01° 49' 20" thence along said curve, a distance of 203.21 feet to a point on said curve said curve being subtended by a chord bearing and distance of North 89° 00' 29" 203.20 feet; thence run North 88° 04' 53" East, a distance of 3700.51 feet to a point on a curve to the left , said curve being concave Northwesterly , having a radius of 12384.29 feet and a central angle of 00° 27' 15" ; thence along said curve a distance of 98.25 feet, said curve being subtended by a chord bearing and distance of North 87° 05' 15" East 93.25 feet; thence run South 00° 33' 42" East, along the Easterly line of said Section 30, a distance of 3381.53 feet to the Point of Beginning.

Less and except those lands described on Exhibit A.

EXHIBIT B

VOL 7455 PG 2069

VOL 6917 PG 1832

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INITIAL COMMON AREAS

Those lands described on that certain plat of H. G. Unit One recorded in the public Records of Duval County, Florida as Tracts "C", "D" and the Amenity Area.

92-0137076
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

92 NOV 16 PM 1:54

RECORD VERIFIED

Theresa J. [Signature]

CLERK OF CIRCUIT COURT

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FILED
IN THE
OFFICE OF THE
CLERK OF CIRCUIT COURT
JAN 19 1 36 PM '90

Theresa J. [Signature]
CLERK OF CIRCUIT COURT

EXHIBIT C