

DECLARATION

COVENANTS/ CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

COVENTRY SUBDIVISION

THIS DECLARATION is made on the date that it is completely executed by FIRST PIONEER CORPORATION, a Florida corporation, and FLORIDA FIRST COAST DEVELOPMENT CORPORATION, a Florida corporation, doing business as COVENTRY, a Joint Venture, hereafter collectively referred to as the "Declarant".

FOR VALUE RECEIVED, the mutual promises stated in this instrument, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the corporations forming Declarant agree for themselves, and for all persons claiming by, through and under them, as follows:

ARTICLE I
/, DEFINITIONS

Section 1 . "Association" shall mean and refer to Coventry Owners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

Section 7. "Common Areas" shall mean all real property (including the improvements thereto) owned and/or maintained by the Association for the common use and enjoyment of the owners. "Common Area" shall initially consist solely of the entrance sign. for the subdivision and the two lakes. However, the two lakes are common areas only to a limited extent, all as more particularly defined in later provisions of this instrument.

Section 3. "Declarant" shall mean and refer to First Pioneer Corporation and Florida First Coast Development Corporation, and their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean this instrument and all of its duly adopted modifications.

Section 5. "Lake" shall mean and refer to one or both of the bodies of water (as the context may require) shown on the Flat, as they may be relocated from time to time by the action of their waters. The use and ownership of the lakes are more* particularly defined in later provisions of this Declaration.

Section 6. "Lot" shall mean and refer to any one of the 93 building plots of land shown on the recorded plat of the subdivision. Unless the context otherwise requires, "Lots" shall mean and refer to all of the 93 building plots of land shown on the recorded plat.

Section 7 "Mortgagor" shall mean and refer to the person (s) who gives a mortgage encumbering some or all of the property.

Section 8. "Mortgagee" shall mean and refer to the person(s) who receives a mortgage, and their successors and assigns, and any person having a legal or equitable interest in the mortgage indebtedness, including but not limited to insurers, guarantors and purchasers, as for example Federal National Mortgage Association.

^RETURN To^>

WILLIAM B. RYAN, JR., Attorney
- RYAN AND MARKS»
3000-8 HARTLEY ROAD
ACKSONYILIE, rt.HOA 327.17

JHIS INSTRUMENT WAS Prepared by

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Person(s)" shall mean and refer to a natural person, a corporation, a partnership, a trust or any other recognized legal entity or relationship.

Section 11. "Property" shall mean and refer to the following described real property, and such additions thereto as may be hereafter brought within the jurisdiction of the Association:

All of the Lots, right-of-ways, easements, lakes and other property shown on, described in and covered by the provisions of the Plat of Coventry, according to the plat thereof recorded in Plat Book 41, at Pages 19, 19A, 19B, and 19C of the current public records of Duval County, Florida.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner and the Association shall have a right and easement of enjoyment in and to any Common Area, which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

b) The right of the Association to suspend the voting rights and right to use any of the recreational facilities, if any, as to any Owner for any period during which any assessment against such Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members of the Association has been recorded;

d) The rights of **Use** and enjoyment of the Lakes are qualified and limited by later provisions of this Declaration.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the this Declaration, the Articles of Incorporation, and the By-Laws for the Association, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants or contract purchasers who reside on the property.

ARTICLE III

ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS

Section, 11 Creation. The Association was created by the

OFFICIAL RECORDS^

Articles of Incorporation filed with the Florida Department of State on the 16TH day of August, 1985. The Association received Charter No. n10741

Section 2. Membership. Every owner of a Lot shall be a member of the Association. This provision is supplemented by the rules contained in the Articles of Incorporation and the By-Laws.

Section 3. Class A and Class B Members. The following rules prevail over the Articles of Incorporation and the by-Laws:

Class A; Class A members shall be all Owners, with the exception of the Declarant.

Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The

Class B membership shall cease and be converted to Class A when Declarant ceases to hold fee simple title to any part of the property.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with

interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal

obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

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

Section.3.. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$ 30.00 per year.

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

Section 4. Special Assessments for Capital Improvements.

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor

more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Provided, however, the first assessment, as established in Section 3, is established by the Declarant without a meeting.

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

Section 7. Date of Commencement of Annual Assessments. Due Dates for Assessments and Certificate by Association as to Assessments.

The annual assessments provided for in Section 3 shall commence as to all Lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No Lot owned by the Declarant, an owner who is a builder that has purchased the Lot with the intention of constructing a residence for resale in the ordinary course of business, or a mortgagee, shall be subject to any assessment until a residence has been constructed on the Lot and the Lot sold to an Owner having the intention of occupying the residence as their primary residence, but, in all events, this excuse from assessments shall terminate as of December 31, 1983. The initial assessment shall be collected at the closing of the sale and purchase to the owner intending to occupy the residence as their primary residence and transmitted to the Association by the owner who is the purchaser. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30)

days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot. No claim of lien need be filed to create the lien. However, a claim of lien shall be filed and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's Rolls for Duval County, Florida.

Section 9. Relationship of Assessment Lien to Mortgages,

The lien for the assessments provided for in this Declaration shall be subordinate to the lien of any institutional first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot shall not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any such later assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1, ARCHITECTURAL Control by Association. The Board of Directors of the Association shall have the exclusive authority over architectural control. The Board of Directors may exercise that authority or they may appoint an architectural control committee, which committee shall have not less than three (3) members with the number of members always being of an odd number.

Section -2.. Approval, of Improvements. No Lot nor the Lakes shall be changed from the condition after their development by the Declarant, or improved or added to by the placement of any material without first obtaining the written approval of the Board of Directors of the Association, or the architectural control committee, as the case may be. The person desiring to improve a Lot shall submit to the Board of Directors, or the architectural control committee, a site plan, plans and specifications and any other materials or information reasonably required in order to determine if the proposed improvements are in compliance with this Declaration and are in conformity with the aesthetic harmony of other improvements within the Property. If the Board of Directors, or the architectural control committee, fails to approve the improvements within sixty (60) days after all necessary materials have been submitted, approval shall be deemed to have been given. However, the foregoing sentence shall not be used to excuse material compliance with this Declaration.

Section 3. Enforcement. If this Article is not complied with, the Association, through the Board of Directors, shall have primary authority to enforce all rights and remedies provided by

contract or by law in the event of any such violation. However, if the Board of Directors of the Association fail to act within thirty (30) days following the date of the violation, then any Owner shall be entitled to bring an action on behalf of the Association and all other Owners against the offending person. In that event, the prosecuting Owner shall be entitled to pursue any and all rights and remedies provided by contract or by law, as the prosecuting owner may deem to be appropriate.

ARTICLE VI

1 LAKES

Section 1 . Lakes. The Declarant has created a lake that lies close to Mandarin Road, within the boundaries of Lot 1, at shown on Page 12B of the plat. Also, there existed before the development of the property a larger lake that lies over or abutts Lots 19, 20, 34, and 35, as shown on Page 19C of the plat. These are the two lakes that are referred to in various provisions of this Declaration.

Section 2. Ownership of Lake. The owners of the Lots which abut the lake shall own the lake bed. All such Owners shall have the common law riparian rights for use of the water appurtenant to their fee simple title. Neither the Association nor any other Owners of any other Lot shall have an ownership interest in the lake. The foregoing- delineated ownership rights are subject to the rights, if any, of the governments of the United States, the State of Florida, and the City of Jacksonville.

Section 3. Use-of Lakes, for Retention and Detention, of Storm Waters. The lakes shall be subject for use by all Owners of all the Property for retention and detention of surface storm waters. This use has been commemorated in the engineering plans for the horizontal development of the Property. The Association shall be exclusively responsible for maintenance of both lakes in a condition required by applicable engineering principles, law and regulations, in order to provide adequate retention and detention of storm waters for all of the Property. The Association shall be deemed to have accepted this responsibility for maintenance as of the time of the recordation of this instrument. The retention and detention of storm waters shall be the paramount use of the two lakes and shall prevail over any recreational uses afforded to certain persons as regards the Larger lake.

Section 4 Drainage and Utility Easement.-Along Rear of Each Lot. The Declarant hereby creates and reserves a drainage and utility easement over, under, in and through the rear 7-1/2 feet of each Lot. This easement shall be parallel to and at right angles of the rear lot line for each Lot. This easement shall be for the benefit of Declarant, all other Lot owners, and all public or private providers of drainage and utility services for the purpose of installation and maintenance of drainage and Utility services. Without intention of limitation of the scope of this easement, it is intended that this easement be for the benefit of any Owners who need to make corrective work in order to achieve proper flow of surface storm waters as may be necessitated by change of circumstances or conditions proximately caused by construction, but there shall be no changes made in the drainage plan without the approval of the Association through the architectural control rules established in this Declaration.

Section 5. Recreational Uses. The larger lake may be used for recreational purposes. This use is limited to the Owners who abut that lake and their social invitees. However, all recreational uses of that lake shall be subordinate to and

C.OFFICIAL RECORDS3

subject to the reasonable regulation of the Association in order to preserve the retention and detention use. This authority in favor of the Association shall include without limitation control over piers, docks, boathouses, bulkheads, boats and any other related subjects and things.

Section 6. Changes in Shoreline and Bed. No Owner shall dredge, fill or otherwise alter the shoreline and bed contour of either lake without the prior written consent of the Association.

Section 7. Pumping of Water from Lake and Discharge and Dumping Into Lake. ' No person shall pump or remove water from either lake, nor shall they discharge or dump liquids or solids into either lake without the prior written consent of the Association.

Section 8. Assessments. All expenses of the Association in performing its rights and duties created by this Article shall be subject to the assessment powers of the Association. Subject to the limitations upon assessments contained in Article IV of this Declaration, the Board of Directors of the Association 'shall have the exclusive authority to determine the necessity of assessments for maintenance of the lakes for the retention and detention use, and no assessment shall be deemed to be improper or unenforceable because the work for which it is adopted has incidental value for the recreational Uses of the larger lake. The Association shall not adopt any assessment for work the majority of which is for the benefit of the recreational uses of the larger lake.

ARTICLE VII

EASEMENTS AND UTILITIES

Section 1. Ingress and Egress. All roadways within the Property are public right-of-ways owned and maintained by Duval County, Florida, as shown on the plat. However, there is an ingress and egress easement shown on Page 19C of the plat, which runs along the Northeasterly side of the larger lake. That is an easement for ingress and egress for the benefit of the lands adjoining to the north of this Property. Neither the Declarant

nor the Association nor any Owner shall be required to maintain that easement nor respond in damages for any injury to person or property in connection with that easement. However, subject to the limitations upon assessments contained in Article IV of this Declaration, the Association shall have the authority to elect to maintain that easement, if, in the opinion of the Board c` Directors, the physical and/or aesthetic integrity of the property requires the maintenance.

Section 2. Surface Waters. In accordance with the engineering plans for the horizontal development of the property and the permits issued pursuant to those plans, there shall be an. easement over all of the property for the discharge and flow of surface storm waters to the lake for the retention and detention uses described in Article VI of this Declaration. In having plans and specifications prepared for improvements, all Owners shall take into account and accommodate for the flow and discharge of surface waters in conformity with this Declaration.

Section 2 Drainage and Utility Easements Shown on Plat.

The Declarant hereby confirms and reserves the drainage and utility easements shown on the plat. The Declarant reserves the right to confirm and convey these easements to public and private providers of utility services by separate documentation as the Declarant and such providers may agree from time to time.

K

.OFFICIAL RECORDS ?

'=

section 4. Additional Easements for Drainage..and utilities. The Declarant, for themselves, and for the

Association after termination of Class B voting membership as provided in Section 2 of Article III, reserves the right to grant any additional easements for drainage and utilities as may be necessary to serve all or any portion of the property. These easements shall be created in conformity with existing conditions of the property so as to not materially impair existing improvements and easements.

Section,,5.. Confirmation of .Rights. of Mandarin Utilities,

Inc.. Mandarin Utilities, Inc., and its successors and assigns, shall have the sole and exclusive right to provide all water and sewage facilities and services to the property. No well of any kind shall be dug or drilled or maintained on any of the Lots to provide water for use within any structure so that no potable water shall be used within any structure upon any Lot, except potable water which is obtained from Mandarin Utilities, Inc. However, nothing in this paragraph is intended to preclude the digging and maintenance of a well on a Lot which is used exclusively for yard, garden or airconditioning purposes. All sewage must be disposed of through the lines and equipment owned or controlled by Mandarin Utilities, Inc. No water from airconditioning systems, ice machines, swimming pools or any other source of condensate water shall be disposed of through the lines of the sewer system. Mandarin Utilities, Inc, is hereby granted a nonexclusive, perpetual and unobstructed easement and right in and to, over and under the property for the purpose of ingress, egress and installation and/or repair of central water and sewage facilities.

Section 6 Lake Access for Governmental Authorities The Declarant hereby reserves an easement over the property necessary for access to the lake for the employees or agents of any governmental authority having jurisdiction over the lake, as for example the Florida Department of Environmental Regulation and St. Johns River Water Management District.

ARTICLE VIII
LAND USE COVENANTS

Section 1. Residential Use Only. Except for development, residential construction and related marketing activities by Declarant or others, the property shall be used only for residential purposes without any other commercial or social use however incidental they may appear to be.

Section 2. Residences. There shall be only one single family residence located on each Lot. No residence shall exceed two stories in height. Each residence shall have not less than 1,800 heated and cooled square feet. Two-story residences shall contain not less than 1,000 heated and cooled square feet for the ground floor and not less than 800 heated and cooled square feet for the second story. Additionally, each residence shall have an attached, two-car garage with side entry exposures only and with a minimum of at least 400 square feet. No garage shall be enclosed or otherwise converted to another use other than a garage without the construction of another attached, two-car garage.

Section 3. Detached Buildings Detached buildings or outbuildings shall not be permitted except as may be approved from time to time by the Board of Directors of the Association, which shall have the exclusive authority under its rule making power to determine whether or not any outbuildings shall be permitted, and, if permitted, of what type they shall be.

Section..4. Swimming Pools. There shall be no swimming pools except those which are installed in the ground. All swimming pools shall be located within the rear yard and shall be enclosed by a fence.

Section 5. Fences. There shall be no fences except those which are constructed of natural wood. The height, location and design of fences shall be within the exclusive control of the Board of Directors of the Association under its rule making power.

Section 6. Setback Lines. No residence shall be located nearer than thirty (30) feet to the front Lot line, nor nearer than twenty (20) feet to any side street Lot line, nor nearer than 7-1/2 feet to an interior side Lot line (but in all events, not closer than fifteen (15) feet from an adjoining residence), nor nearer than ten (10) feet to a rear Lot line.

Section 7. Further Subdividing and Minimum Lot Areas. No Lot shall be subdivided without the approval of the Beard of Directors or the architectural control committee, as the case may be. In all events, no Lot shall have an area of less than 14,000 square feet.

Section 8. Nuisances. No activity shall be permitted within the property that constitutes a nuisance.

Section 9. Vehicles and Boats. Passenger automobiles are permitted. Passenger automobiles belonging to Owners shall be parked within the driveway or within the garage. Ho passenger automobile shall be parked on any street other than or. a temporary basic. No inoperative passenger automobile shall be kept on any of the property except on a temporary (not to exceed twenty-four hour) basis. The Board of Directors of the Association shall have the exclusive authority under its rule making power to determine from time to time other types of vehicles and boats, if any, which shall be permitted to be kept or used within the property. This approach is being taken by the Declarant because of the impracticality of foreseeing all of the different types of vehicles and boats that might be available in the market from time to time during the effectiveness of this Declaration.

Section 10. Signs. No sign shall be placed on any part of the property except the entrance sign to be maintained by the Association and except signs advertising Lots for sale and residences for sale or lease. The Board of Directors through its rule making power shall have exclusive jurisdiction to determine the size and appearance of signs.

Section 11. Clotheslines. Ho exterior clotheslines shall be permitted.

Section 12. Oil and Mining.Operations. No oil or mining operations shall be carried on within any of the property.

Section 13. Animals. Animals which are customarily accepted as household pets may be kept by Owners. There shall be no commercial raising of household peta. There shall be no other animals permitted. The type, number end conduct of permitted animals shall be subject to the rule making power of the Board of Directors of the Association.

Section 14. garbage and Refuse Disposal. No Lot shall be used as a dumping ground for garbage or refuse. Ail garbage or refuse shall be kept in closed, sanitary containers. All

equipment for the storage or disposal of garbage or refuse shall

► **OFFICIAL RECORDS S**

be kept in a clean and sanitary manner and shall not be visible from the street, except on scheduled collection days.

Section 15. Maintenance of Landscaping and Yards. All yards and landscaping shall be maintained at all times in a neat, attractive and safe condition. Therefore, but without limitation, this provision precludes the abandonment of maintenance which results in dense and prolific growth of weeds and other vegetation. If the failure to maintain a yard reasonably results in a material impairment of the aesthetic quality of the property, the board of Directors of the Association shall have the right to perform the maintenance at the expense of the Owner of the Lot, which expense shall be subject to lien rights in the same manner as other assessments contemplated in this Declaration.

Section 16. Utility Equipment. All utility lines shall be installed underground. No antennas or satellite dishes of any kind shall be placed outside of a residence, except as permitted by the Board of Directors of the Association through its rule making power. No airconditioning units shall be installed in any window.

Section 17. Right of Board of Directors to Delegate Powers to Architectural Control Committee.. If the Board of

Directors of the Association elects to appoint an architectural control committee as permitted by Article V of this Declaration, this limitation on the delegation of powers to that committee shall apply. In various provisions of this Article and other parts of this Declaration there are express references to persons, things, conditions or circumstances subject to the rule making power of the Board of Directors. Where express reference to that rule making is stated, the architectural control committee shall not have the right to pass the rules, but, rather, shall have the authority to interpret and enforce them, subject to the right of an Owner to appeal the issue to the Board of Directors. In all events, any Owner shall have the right to request that the Board of Directors review any decision of the architectural control committee.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Relationship Between Declaration, Articles of Incorporation, and By-Laws. This Declaration, the Articles of Incorporation and the By-Laws shall be read together as a uniform set of rights and duties. In the event of a conflict between their terms, the specific shall control over the general. In the event that that rule is not sufficient to decide the question, then document shall prevail over the other in this priority:

first the Declaration, then the Articles of Incorporation, and then the By-Laws.

Section 2. Applicable Laws and Remedies. This Declaration, the Articles of Incorporation and the By-Laws shall be construed and enforced according to the laws of the State of Florida. All beneficiaries of those agreements shall be entitled to all rights and remedies provided by those laws. Jurisdiction and venue for any action arising out of those agreements shall lie in the appropriate State Court within Duval County, Florida, without regard to the domicile of any party. In any action, the prevailing party(ies) shall be entitled to recover all costs and a reasonable attorneys' fee, including all levels of appellate litigation.

Section 3. Enforcement. The Association, through the Board

•" OFFICIAL RECORDS .

of Directors, shall have primary authority to enforce the provisions of this Declaration, the Articles of Incorporation and the By-Laws. However, any Owner shall have the right to bring an action for enforcement if, after thirty (30) days' prior written

• • •
 notice to the Board of Directors in the absence of an emergency, and with no written notice if the circumstances of the emergency reasonably preclude notice, the Association fails to initiate the enforcement action.

Section 4 Severability. If a Court or agency of competent jurisdiction should determine that some but not all of the provisions of this Declaration, the Articles of Incorporation or the By-Laws are not enforceable under applicable provisions of law, then those provisions shall be severed and the remainder shall be enforceable.

Section 5 . Effect of This Declaration., and Its Attachments. This Declaration and its attachments shall be equitable servitudes running with the title to the property.

Section 6. Term. This Declaration and its attachments shall remain in full force and effect for a term of thirty (30) years after the date of recordation, not including the date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of one (1) year each, unless prior to the next renewal date seventy-five percent (75%) of Owners and seventy-five percent (75%) of mortgagees of record vote to terminate prior to the next renewal. During the initial thirty-year term, this Declaration and its attachments may be terminated only upon the order of a Court of competent jurisdiction or upon the vote of all of the Owners and all of the mortgagees of record.

Section 7. Amendments. this Declaration, the Articles of Incorporation and the By-Laws may be amended at any time during the initial thirty-year term by an instrument signed and duly recorded in the current public records of Duval County, Florida, by not less than ninety percent (90%) of the Owners and ninety percent (90%) of the mortgagees of record. Thereafter, amendments shall require seventy-five percent (75%) of Owners and seventy-five percent (75%) of mortgagees of record.

Section, 9. Release. of Minor Violations. The Board of Directors of the Association or the architectural control committee, as the case may be, shall have the exclusive power to consent to conditions which constitute a minor violation of this Declaration and its attachments, as for example, but not limited to, violations of setback lines that are ten or less percent of the setback distance. Any such release shall be executed by an officer of the Association and duly recorded in the current public records of Duval County, Florida. All persons claiming by, through and under the Owner of the Lot for which a release is given pursuant to this provision shall be entitled to rely in good faith upon the recorded release as an exemption from liability for the condition reflected in the release.

Section 9. Waivers. No waiver, whether written, oral Or by conduct shall constitute a waiver of the same right, duty or default at another time, or of any other right, duty or default at any time.

Section 10. Annexation. No additional properties or Common Areas shall be annexed to the property except upon the written and duly record consent of not less than seventy-five percent (75%) of the Owners.

Section 11. Copies of Documents From Association. Any

L

"OFFICIAL RECORDS 5

Owner, any mortgagee and any contract purchaser shall be entitled to obtain from the Association, at a prepaid expense established by the Board of Directors from time to time, a photocopy of this Declaration, its attachments, and any documents pertaining to the organization and management of the Association.

Section 12. Captions. Captions for various provisions of this Declaration and its attachments have been provided for convenience in reading only. No title shall be used to alter or limit the substance of any provision.

Executed in several counterparts, each of which, shall, an

Signed, sealed and delivered in the presence of:

/s/ Harold L. Craft, President

[Signature]

FIRST R CORP fl&ck-'hj"- \
By: [Signature] Harold L.
Its: President
Date: August 1985

FLORIDA FIRST COAST DEVELOPMENT CORPORATION, a Florida corporation
By: [Signature] GLENIS

Its: President Date: August 1965

original, on the dates stated below.

STATE OF FLORIDA)
COUNTY OF DUVAL)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledges, personally appeared Harold L. Craft, president of First Pioneer Corporation, and he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand 1935.

Notary Public f State of Florida
My Commission Expires
NOTARY PUBLIC. STATE OF FLORIDA
J.y commission up{f>i Apr. 7,

OFFICIAL ~~RECORDS~~ **ft^ono**

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Glenis L. Harrell, Jr., President of First Coast Development Corporation, doing business as Coventry, a Joint Venture, and he acknowledged before me that he executed the foregoing instrument: freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal this 14 day of August,

1 0 0 C .1985

Paula L. Harrell
 Notary Public
 State of Florida

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. JUNE 18, 1989
 BOUND BY GENERAL INS. LAW.



•
r

05 AUG 20 P 4: 04
85- 76664

RECORDS OF DUVAL COUNTY, FLA
Myra...

FIRST AMENDMENT

TO

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR COVENTRY SUBDIVISION

1

(Regarding Minimum Square Footage for Residences)

•THIS FIRST AMENDMENT is made on the date that it is completely executed by First Pioneer Corporation, a Florida corporation, and Florida First Coast Development Corporation, a Florida corporation, doing business as "Coventry", a joint venture, hereafter collectively referred to as the "Declarant", and the undersigned builders who constitute all of the fee simple owners of lots in Coventry other than the Declarant.

FOR VALUE RECEIVED, the mutual promises stated in this instrument, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned mutually agree for themselves, and for all persons claiming by, through and under them, as follows:

1. Declaration. This First Amendment concerns the Declaration of Covenants, Conditions, Restrictions and Easements for Coventry Subdivision as recorded in Official Records Volume 6002, beginning at Page 2003 of the current public records of Duval County, Florida, which shall be referred to as the "Declaration" in the balance of this instrument.

2. Provision Being Amended. This First Amendment concerns Section 2 of Article VIII appearing on Page 8 of the Declaration. Specifically, this amendment concerns the following language in that provision: "Two story residences shall contain not less than 1,000 heated and cooled square feet for the ground floor and not less than 800 heated and cooled square feet for the second story."

3. First Amendment. The above quoted sentence is amended in its entirety to read as follows: "Two story residences shall contain not less than 1,000 heated and cooled square feet for the ground floor. The second story shall not be required to have a minimum amount of heated and cooled square feet provided that the entire residence contains not less than 1,800 heated and cooled square feet."

4. No Other Amendments. Except as expressly provided in the foregoing paragraph, the Declaration shall not be amended, and all of its terms and conditions shall remain in full force and effect, including but not limited to the provisions concerning prior architectural approval for construction of residences.

5. Joinder of Builders. Since the recordation of the Declaration, the Declarant has conveyed fee simple title for some of the lots to various builders. All of those grantees have joined in the execution of this instrument for the purpose of submitting their titles to the terms and conditions of this First Amendment.

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

Signed, sealed and delivered FIRST PIONEER CORPORATION-
in the presence of:

[Handwritten signatures]

Harold L. Craft
President

March 13, 1986

Date:

[Handwritten note: signed 1700]