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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

ARTICLE I
Definitions

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Section 1. "Association" shall mean and refer to BAY RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described on Exhibit "A" which shall be subdivided into various lots and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to each Lot as shown on the Plat of Bay Ridge Estates.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Declarant" shall mean and refer to CARCER ENTERPRISES, INC., its successors and assigns.

Section 6. "Common Area" shall mean any property designated on the Plat of the property or by the Declarant or Association the common use of the owners of lots.

ARTICLE II
Easements and Storm Water System

Section 1. Easements. Easements for installation and maintenance of utilities, drainage facilities and water retention will be reserved as shown on the official Plat of the subdivision recorded in the Public Records of lake County, Florida. Within these easements no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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Section 2. Storm and Water System. Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or re-use water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise effect the control of stormwater.

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The Association shall be responsible for the maintenance, operation, and repair of the stormwater management system. Maintenance on the stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District or its successors. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Any amendment to the covenants and restrictions which alter the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the stormwater management system.

The Association shall maintain and manage the stormwater management system in a manner consistent with the St. Johns River Water Management District Permit No. 42-069-0817N requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

In the event of termination, dissolution or liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to an accepted by a entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership (Declarant's weighted vote) shall cease and be converted to Class A membership when 75% of the Lots have been deeded to the homeowners or by May 5, 1998, whichever event shall first occur.

Section 3. Any action required by a vote of the members shall be voted upon by Class A and Class B members as one without any distinction between the members except the Class B member, being the Declarant, its successors or assigns, shall possess 3 votes for each Lot owned whereas Class A members only possess one vote for each Lot owned.

ARTICLE IV Exterior Maintenance

In the event an owner of any Lot shall fail to maintain the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by at least a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE V Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot owner, except Declarant 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 attorney's fees, shall be a charge and continuing lien upon the lot against which each such assessment is made and a claim of lien may be filed in the public records of Lake County, Florida against an delinquent lot owner and the lien may be enforced in the same manner as provided in Chapter 713, Florida Statutes, or its successor. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The

personal obligation for delinquent assessments shall pass to the successors in title of the delinquent Lot owner unless otherwise agreed by the Association. But the lien of any assessment shall be subordinate to the lien of any first mortgage on a Lot. Declarant shall not be subject to an assessment on a lot owned by it unless a residence has been built thereon. However, upon a sale of 75% of the lots in the subdivision the Declarant shall be assessed for each lot it owns.

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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 lot residents and for the improvement and maintenance of the Common Area.

Annual assessments shall include, but not be limited to, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the Common Area including maintenance of storm water drainage system components and the utilities described in (b).

(b) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area.

(c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Maintenance and repair of private roads within the confines of the property.

(e) Fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of Lot owners, or for the enforcement of these restrictions.

ARTICLE VI
Architectural Control

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No building, fence, wall or other structure shall be commenced, erected or maintained upon a lot, nor shall any exterior addition to or change or alteration therein be made to a residence or structure including the painting or changing of the exterior color of a residence or structure until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. Notwithstanding any other provisions herein, the Architectural Committee shall be appointed by the Declarant until Declarant has sold 75% of the Lots. In the event said Board, or its designated committee, fails to approve or disapprove such design, color and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
Use Restrictions

Section 1. No lots shall be used for anything except single family residential purposes.

Section 2. No structure of any type, character or nature, including trailers, tents, shacks, barns or other outbuildings shall be placed or erected on any lot, either temporarily or permanently unless authorized by the Association or its Architectural Committee.

Section 3. Upon completion of a residence the front yard must be sodded or immediately seeded to the edge of the street and to the side property line and the front yard must be landscaped.

Section 4. Unless authorized by the Association or its Architectural Committee, no fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained for any unit, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans.

Section 5. No sign of any kind shall be displayed to public view on a unit or the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent. However, Declarant prior to conveying 95% of its lots may advertise the subdivision and lots for sale by such signs as it deems necessary.

Section 6. Any clothes line must be erected in the rear of a lot and must be screened from street view.

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Section 7. No commercial trailers, semi-trailers, tractor trailers, machines or large trucks shall be parked on any lot or portion of the property, except for service vehicles which are located thereon on a temporary basis, and only during the period of time when they are performing a service for the owner of a Lot or the Declarant.

Section 8. Parking of recreational vehicles, campers and motor homes shall only be allowed in the side or rear yard of a lot and must be screened from public view.

Section 9. Clothes washers and dryers and other appliances are prohibited from being placed outside a dwelling unit unless they are portable in nature and are not left outside after being used.

Section 10. Dogs, excluding pit bulldogs, cats or other household pets not numbering above two (2) for each species may be maintained on a Lot as long as they are not bred or kept there for any commercial purposes, or for resale. Other animals, such as pigs or other farm or wild animals are prohibited from being kept on the premises.

Section 11. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any unit or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 12. No radio transmission tower shall be allowed. Any television satellite dish must be installed only in the rear of a lot and must be screened from public view. If a governmental authority does not allow or restrict any uses allowed hereunder, then such government authority will prevail.

Section 13. No noxious, offensive, or illegal activity shall be carried on upon any lot, or upon any street, right of way, or any common areas of the subdivision, nor shall anything be done on a lot that may become an annoyance or nuisance to the neighborhood.

Section 14. If a governmental authority does not allow or restrict any uses allowed hereunder, then such government authority will prevail.

ARTICLE VIII
(Common Area)

The common area can not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot owners (excluding the declarant). Notwithstanding the above, the Declarant may convey the common area to the association free and clear of all encumbrances in order for HUD to insure first mortgages on the residences to be constructed on Lots.

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ARTICLE IX
Owners' Obligation to Repair

Each owner shall, at his sole cost and expense, maintain and repair the interior and exterior of his residence, keeping the same in a condition comparable to the condition of such at the time of its initial construction, excepting only normal wear and tear.

ARTICLE X
Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

ARTICLE XI
HUD/VA Approval

Notwithstanding any other provision herein, as long as there is Class B membership, annexation of additional properties, dedication of common area and amendment of these Covenants will require the prior approval of HUD/VA. After Class B membership ceases, additional residential real estate and common area maybe annexed to the Property with the consent of at least two-thirds (2/3) of the voting members.

ARTICLE XII
Addition of Property

The undersigned Declarant, its successors and assigns shall have the right to bring within the scheme of this Declaration additional properties, provided that such additional properties are added within five (5) years of the date of recording of this instrument.

ARTICLE XIII
General Provisions

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners subject to the HUD approval under Article XII above.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, have hereunto set their hands and seals September 30, 1993.

Signed, sealed and delivered
in the presence of:

Betty Plummer

BETTY PLUMMER

Fred Plummer

FRED PLUMMER

BY: Carl Cerilli
C. CARL CERILLI, as President
of Carcer Enterprises, Inc.,

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of September, 1993, by C. CARL CERILLI, as President of Carcer Enterprises, Inc., who is personally known to me.

Terry Roxsanne Callahan
Notary Public
My Commission Expires:



OFFICIAL SEAL
Terry Roxsanne Callahan
My Commission Expires
April 1, 1997
Comm. No. CC 273644