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OFFICIAL RECORDS

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WEDGWOOD ESTATES

THIS DECLARATION, made on the date hereinafter set forth by Diversified Shelter Group, Inc., hereinafter referred to as "Declarant".

W I T N E S S E T H:

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

All the land described in that certain Plat of Wedgwood Estates, according to the Plat thereof recorded in Plat Book 45, pages 12, 12A, 12B, 12C, and 12D, inclusive, of the current public records of Duval County, Florida.

EXCEPTING Lot 40, as shown on the Plat. Declarant acquired the Plat, less Lot 40, from Belvedere Investments, Inc., one of the original Plat makers. By agreement, Lot 40 was excepted from that transaction and ownership was reserved to Belvedere Investments, Inc. Therefore, Declarant does not have the power to subject Lot 40 to the terms and conditions of this Declaration. Thus, this Declaration does not presently bind Lot 40 and the owners of Lot 40 are not presently members of the Association. NEVERTHELESS, the Declarant hereby reserves the right for the owners of Lot 40 to become a member of the Association and to become subject to the terms of this Declaration, at any time, by executing and recording in the current public records of Duval County, Florida, a statement of their intention to become so bound and by serving a true and correct copy of that recorded instrument upon an officer or director of the Association.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed

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

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ARTICLE IDEFINITIONS

Section 1. Articles. This means the Articles of Incorporation, and any duly adopted and duly filed amendments to them, accepted for filing with the Florida Department of State on the 23rd day of August, 1990, under Document No. N39655.

Section 2. Association. This means Wedgwood Estates of Duval County Owners Association, Inc.

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

Section 4. Common Areas. This means all real property (including the improvements thereto) owned and/or maintained by this Association for the common use and enjoyment of the owners. At the time of the recordation of this Declaration, the Association will not be the owner of any property constituting a common area. However, nothing in this provision is intended to preclude the Association from acquiring title to properties constituting common areas in

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the future, subject to the limitations provided by the Articles, the By-laws, this Declaration, and applicable laws and regulations. The initial common areas to be maintained by the Association are the surface water or stormwater management system, including the lake reflected by the Plat as covering portions of Lots 26 through 32, an entranceway to Wedgwood Estates, and a fence or wall running along Girvin Road, and extending so that it is jointly utilized by Wedgwood Estates and the adjoining development of Wedgwood Villas. Additionally, Declarant hereby reserves the right to create covenants, conditions, restrictions, and other written obligations of record in order to allow Wedgwood Villas, the development adjoining Wedgwood Estates, to share in the referenced fence or wall, including the sharing of ownership and/or maintenance.

**Section 5. Declarant.** This means and shall refer to Diversified Shelter Group, Inc., a Florida corporation for profit.

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

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

**Section 8. Lot.** This means and shall refer to any plot of land shown upon the plat of Wedgwood Estates with the exception of the common areas. Wedgwood Estates contains 60 Lots.

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

**Section 10. Property or Properties.** This means and shall refer to all of the real property described in that certain Plat of Wedgwood Estates, according to the Plat thereof recorded in Plat Book 45, pages 12, 12A, 12B, 12C, and 12D, inclusive, of the current public records of Duval County, Florida; provided, however, Lot 40 shall be excluded from this definition until such time as it becomes subject to

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the terms of this Declaration as provided on page 1 of this Declaration.

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

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

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

**Section 14. Wedgwood Estates.** This means all of the real property described in and made subject to the plat entitled "Wedgwood Estates", as recorded in Plat Book 45, pages 12, 12A, 12B, 12C, and 12D, inclusive, of the current public records of Duval County, Florida, and any duly adopted and duly recorded amendment to that plat.

## ARTICLE II

## PROPERTY RIGHTS

**Section 1. Owners' Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject

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to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the owners, excluding the Declarant, has been recorded.

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

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

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

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

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

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

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

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

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On January 1, 1994.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the

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first Lot to an Owner, the maximum annual assessment shall be Thirty and No/100 Dollars (\$30.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

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

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

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

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

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Assessments and Mortgages.**

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



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ARTICLE VARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design 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 (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design 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 VIGENERAL PROVISIONS

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

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

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

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties

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with the consent of two-thirds (2/3) of each class of members.

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

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

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

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

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

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

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

**ARTICLE VII****WATER MANAGEMENT DISTRICT PROVISIONS**

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

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

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

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

ARTICLE VIIILAKE

Section 1. Lake. This is the body of water shown on the plat and designated on the plat as "lake". For the purposes of this Article, the term "lake" shall also include other, connected elements of the surface water or stormwater management system.

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

Section 3. Ownership of Lake. The owners of the lots which abut, or which lie below, 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 other lots 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. Also, the foregoing delineated ownership rights are subject to the jurisdiction of the Association as delineated by this Declaration.

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

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

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**Section 6. Maintenance of Lake Filter System.** The Association shall be responsible for the maintenance of the lake filter system in accordance with applicable laws and regulations.

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

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

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

**ARTICLE IX****EASEMENTS AND UTILITIES**

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

**Section 2. Surface Waters.** In accordance with the engineering plans for the horizontal development of the property and the permits issued pursuant to those plans, there shall be an easement over all of the property for the

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discharge and flow of surface stormwaters to the lake for the retention and detention uses described in this Declaration. In having plans and specifications prepared for improvements, all owners shall take into account and shall accommodate for the flow and discharge of surface waters in conformity with this Declaration.

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

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

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

**Section 6. Entrance.** A perpetual easement is reserved for the installation and continued location of the entrance sign and related improvements that are now located upon lot(s) 1 and 39.

**Section 7. Fence or Wall Between Wedgwood Estates and Wedgwood Villas.** This is the fence or wall that is described in the definition of common areas in Article I, Section 4 of this Declaration. A perpetual easement for that fence or wall, and any duly installed modification or amendment is hereby reserved over, under, in, and through all affected lots within Wedgwood Estates. Provided, however, the area within which the fence is to be located in the future shall be substantially the same as that in which it is located at the time of the recordation of this Declaration. Additionally, Declarant reserves the right to create easements in favor of the owners and/or their Association for

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back lines may be released by the Board of Directors of the Association, or the Architectural Control Committee, as the case may be, as established in this Declaration.

**Section 7. Avoidance of Obstruction of Easements.** All uses of the property shall be such as to avoid a material obstruction of any easement right created by the plat, by this Declaration, or by the powers reserved in or granted by this Declaration, i.e., flow of surface waters.

**Section 8. Prohibition Against Diversion of Drainage.** There shall be no use of the property which results in a diversion of the drainage of waters other than in and through the easements established by the plat, this Declaration, or the powers reserved in or granted by this Declaration.

**Section 9. Further Subdividing and Minimum Lot Areas.** No person shall be entitled to subdivide or to reconfigure the boundaries of the lots without the prior written approval of the Board of Directors of the Association, or the Architectural Control Committee, as the case may be. All lots must meet the minimum area required by the zoning regulations of the City of Jacksonville.

**Section 10. Nuisances.** No activity shall be permitted within the property that constitutes a nuisance.

**Section 11. Vehicles and Boats.** The location and use of vehicles and boats within the property shall be subject to applicable public laws and regulations. Additionally, this restriction shall apply: non-passenger trucks, motor homes, mobile homes, boats and boat trailers, travel trailers, camp trailers and other similar recreational vehicles shall not be parked in front of a residence, but, rather, they shall be maintained in the rear yard, and enclosed by an approved fence.

**Section 12. Signs.** No sign shall be placed on any part of the property except an 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 of the Association, or the Architectural Control Committee, as the case may be, shall have the exclusive jurisdiction to determine the size and appearance of signs.

**Section 13. Clotheslines.** No exterior clotheslines shall be permitted.

**Section 14. Oil and Mining Operations.** No oil or mining operations shall be carried on within, or under any of the property.

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Section 15. Animals. Animals which are customarily accepted as household pets may be kept by owners. There shall be no commercial raising of household pets. There shall be no other animals permitted. The type, number, and conduct of permitted animals shall be subject to the rule making power of the Board of Directors of the Association.

Section 16. Garbage and Refuse Disposal. No lot shall be used as a dumping ground for garbage or refuse. All garbage or refuse shall be kept in closed, sanitary containers. All equipment used in the storage of garbage or refuse shall be kept in a clean and sanitary manner and shall not be visible from the street, except on scheduled collection days. Declarant recognizes that, at the time of the recordation of this Declaration, the issue of solid waste disposal is in flux, and, therefore, there may be public regulations or technology in the future that require a modification of this provision. The Board of Directors of the Association shall have exclusive authority to approve modifications of this section.

Section 17. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Florida Department of Public Health. Approval of such systems as installed shall be obtained from such authority.

Section 18. Maintenance and Outfitting of Landscaping and Yards. All yards and landscaping shall be maintained in a neat, attractive, and safe condition. Therefore, 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, or a material impairment of the safe sight distance of motorists, then 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. Additionally, the Board of Directors of the Association, or the Architectural Control Committee, as the case may be, shall have the exclusive power to require a minimum amount of grass or other vegetation, with the power to achieve installation at the expense of the owner of the lot in the same manner and with the same lien rights as specified above for maintenance of vegetation.

Section 19. Antennas and Satellite Dishes. All outside radio or television antennas or satellite dishes shall be installed in such a way as to not be visible from



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the street. They shall be placed on the back side of the roof, or on the back side of the chimney, or in a tree in the backyard, or within the attic area.

**Section 20. Playground Equipment.** All playground equipment shall be placed on the rear of the property. The placing of a basketball goal to the front of the house is not permissible.

**Section 21. Inoperative Vehicles and Repairs to Vehicles.** No vehicle that is inoperative shall remain parked in the street or driveway for more than 72 hours. If repairs on vehicles are to be made within the property, they shall be made within the confines of an enclosed garage.

**Section 22. Exterior Redecorating.** Any exterior redecorating of a single family residence, or any permitted detached building, may be done only by consulting and working with the Board of Directors of the Association, or the Architectural Control Committee, as the case may be, in order to maintain a well coordinated color scheme and appearance throughout the entire property.

**Section 23. Window Air Conditioning Units.** No window air conditioning units will be permissible without the prior approval of the Board of Directors of the Association, or the Architectural Control Committee, as the case may be.

**Section 24. Delegation of Powers to Board of Directors of Association, or Architectural Control Committee, As the Case May Be.** 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 powers of the Board of Directors of the Association, or the Architectural Control Committee, as the case may be. Where express reference to that rule is stated, the Architectural Control Committee shall not have the right to pass the rules, but, rather, shall have the authority to interpret and to enforce rules passed by the Board of Directors of the Association, with the right of any owner to appeal a decision by the Architectural Control Committee to the Board of Directors of the Association.

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

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OFFICIAL RECORDS

Signed, sealed and delivered  
in the presence of:

Andrew J. Henry  
Sandra D. Laum

DIVERSIFIED SHELTER GROUP, INC.

By: Thomas H. Dzier  
Thomas H. Dzier  
Its Vice-President

STATE OF FLORIDA,  
COUNTY OF DUVAL:

24th The foregoing instrument was acknowledged before me this  
day of August, 1990, by Thomas H. Dzier, as Vice-  
President of Diversified Shelter Group, Inc., on behalf of  
said corporation.

Andrew J. Henry  
Notary Public

My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: DEC. 28, 1992  
BONDED THREE THOUSAND DOLLARS UNDERWRITERS

JOINDER OF MORTGAGE

C & S Real Estate Services, Inc., the lender currently  
holding a lien against all lots in Wedgwood Estates, except  
Lot 40, hereby joins in the execution of this Declaration for  
the limited purpose of subordinating the lien of its mortgage  
to the operation and effect of this Declaration, the  
Articles, and the By-laws.

Nancy K. Boyes  
Sandy Bruce

C & S REAL ESTATE SERVICES,  
INC.

By: Robert W. Meeks  
Robert W. Meeks  
Senior Vice President

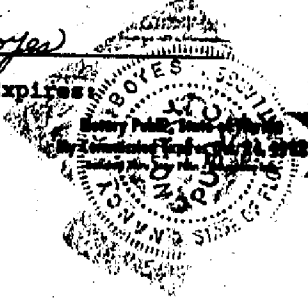
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OFFICIAL RECORDS

STATE OF FLORIDA,  
COUNTY OF DUVAL:

The foregoing instrument was acknowledged before me this  
23rd day of August, 1990, by Robert W. Weeks, Senior Vice  
President of C & S Real Estate Services, Inc., on behalf of  
said corporation.

*Nancy K. Boyes*  
Notary Public  
My Commission Expires



FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DUVAL COUNTY FLA

90-0090638

CLERK OF CIRCUIT COURT

*[Signature]*

90 AUG 29 PM 12:24  
RECORD VERIFIED

WEDGWOOD, DEC.  
8/22/90