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VOLUSIA COUNTY
DECLARATION FLORIDA

FILED FOR RECORD COVENANTS, CONDITIONS, AND RESTRICTIONS
RECORD VERIFIED THE HERITAGE, PHASE I

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By [Signature] THIS DECLARATION, made on the date hereinafter set
forth, is made by HOLLY HILL HERITAGE, INC., a Florida Corporation,
hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in
the City of Holly Hill, County of Volusia, State of Florida,
which is more particularly described as follows:

A portion of Lot 6, Block 30, of the Mary Fleming
Subdivision of the Thomas Fitch Grant, according to
the map thereof as recorded in Map Book 1, page 1, of
the Public records of Volusia County, Florida, more
particularly described as follows: Commence at the
intersection of the Westerly line of Center Street, a
66 foot wide right-of-way, and the Southerly line of
Flomich Avenue, a 60 foot wide right-of-way, thence
S65°00'53"W, along said Southerly line of Flomich
Avenue, a distance of 1655.36 feet to the POINT OF
BEGINNING; thence S25°02'10"E a distance of 379.34
feet; thence S65°00'26"W a distance of 325.10 feet to
the Westerly line of Lot 6; thence N25°01'52"W a
distance of 384.38 feet along the Westerly line of
said Lot 6 to the Northwest corner of said Lot 6,
thence N65°00'53"E along the Northerly line of said
Lot 6 a distance of 325.07 feet; thence S25°02'10"E a
distance of 5.00 feet to the POINT OF BEGINNING.

NOW THEREFORE, Declarant hereby declares that all of
the properties described above 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

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interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Heritage Homeowners Association, Inc., its successors, and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association at the time of the conveyance of the first Lot as described as follows:

Part of Lot 6, Block 30, Mary Fleming Subdivision of the Thomas Fitch Grant, according to the map thereof as recorded in Map Book 1, page 1, of the Public records of Volusia County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly line of Center Street, a 66 foot wide right-of-way, and the Southerly line of Flomich Avenue, a 60 foot right-of-

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way; thence S65°00'53"W along the westerly line of Flomich Avenue a distance of 1655.36 feet; thence S25°02'10"E a distance of 292.32 feet for the POINT OF BEGINNING; thence continue S25°02'10"E a distance of 10.00 feet; thence S65°00'26"W a distance of 121.41 feet; thence S24°59'34"E a distance of 77.02 feet; thence S65°00'26"W a distance of 203.63 feet; thence N25°01'52"W a distance of 379.38 feet; thence N65°00'53"E a distance of 60.54 feet; thence S24°59'34"E a distance of 83.03 feet; N65°00'26"E a distance of 164.00 feet; thence N24°59'34"W a distance of 83.01 feet; thence N65°00'53"E a distance of 15.00 feet; thence S24°59'34"E a distance of 292.33 feet; thence N65°00'26"E a distance of 85.74 feet; to the POINT OF BEGINNING.

Except the following parcel:

Commence at the intersection of the Westerly line of Center Street, a 66 foot right-of-way; thence S65°00'53"W along said Southerly line of Flomich Avenue a distance of 1919.88 feet, thence S24°59'34"E a distance of 96.03 feet for the POINT OF BEGINNING. Thence N65°00'26"E a distance of 95.00 feet; thence S24°59'34"E a distance of 120.66 feet; thence S65°00'26"W a distance of 95.00 feet; thence N24°59'34"W a distance of 120.66 feet to the POINT OF BEGINNING.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Holly Hill Heritage, Inc., a Florida Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Builder" shall mean an owner or entity who acquires ownership of more than one (1) Lot for the purpose of constructing improvements thereon for resale to individual owners.

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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 Area 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 Area;

(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 sixty (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 Area to any public agency, authority, or utility for such purposes and subject 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 two-thirds (2/3) of each class of members has been recorded.

(d) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

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

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Section 3. Parking Rights. Membership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling.

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.

Class B. The Class B members 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

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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 to the Class B membership, or

(b) On June 1, 1989.

ARTICLE IV

RESTRICTIVE COVENANTS

Section 1. Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by 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 a part of the assessment to which such Lot is subject.

Section 2. Yard Maintenance. The Association shall have the duty and responsibility to maintain the yard area, including therein, grass, shrubs, and walkways.

Section 3. Party Walls.

(a) Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a

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party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) In the event that any portion of any structure originally constructed by a Builder or Owner, including a party wall, shall protrude over an adjoining Lot, such structure or party wall shall not be deemed to be an encroachment upon the adjoining Lot or Dwelling Unit. Owner shall neither maintain any action for the removal of a party wall, or protrusion, nor any action for damages. In the event there is a protrusion, it shall be deemed that said Owner or Owners shall have granted perpetual easements to the adjoining Owner or Owners for continuing use and maintenance of said party wall or protrusion. The foregoing shall also apply to any replacements of any structure or party wall if same are constructed in conformance with the original structure or party wall.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from

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the others under any rule of law regarding liability for negligence or willful acts or omissions.

(e) Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(f) The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

(g) In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

Section 4. There is hereby created a blanket easement upon, across, over, through, and under the above-described real property for ingress, egress, installation, replacement, repair, and maintenance of the drainage pond and its drainage structures and lines, and of all utility and other service lines and systems including water, sewers, gas, telephone, electricity, and television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the City, the Declarant, or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes, and to affix and maintain wires, circuits, and conduits on, in, and under the

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roofs, floors, and exterior walls of dwelling units, providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no drainage, sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises after the conveyance of the first lot in a building to an Owner, unless agreed to by the Owner. This easement shall in no way affect any other recorded easements on said premises.

Section 5. An easement of necessity is hereby granted permitting Owners and the Association to enter adjacent Lots for the specific purpose of painting, maintenance, repair, or construction of a party wall or structure. Such entry shall be made in a reasonable manner and at a reasonable time, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the Owner of the party wall or structure who causes such entry to be made. In the event of any controversy, the decision of the Board of Directors shall control.

Section 6. Each Owner does hereby give and grant to the Board of Directors, or its designated agent, a right of ingress and egress to and upon his Lot and Dwelling Unit for the purpose of abating or correcting any emergency condition concerning property damage or the health, safety, and welfare of the Owners or occupants.

Section 7. No structure of a temporary nature or character, including, but not limited to, a trailer, house

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trailer, mobile home, camper, tent, shed, barn, or other
similar structure or vehicle, shall be used or permitted to
remain on any Lot as a storage facility or residence, or other
living quarters whether temporary or permanent, unless approved
by the Architectural Review Committee for use during con-
struction only.

Section 8. No boat, boat and trailer, or trailer or
recreational vehicle, or trailer alone, shall be parked (for any
period of time in excess of twelve [12] consecutive hours) or
stored or otherwise permitted to remain in the subdivision. No
automobile, truck, or other commercial vehicle which contains
lettering or advertising activity, shall be parked (for any
period of time in excess of twelve [12] consecutive hours) or
stored or otherwise permitted to remain in the subdivision.

Section 9. All permitted vehicles, including motorcy-
cles and mopeds, shall be parked in the designated parking areas
only; parking in other areas shall not be allowed.

Section 10. No automobile, truck, boat, boat and
trailer, trailer, house trailer, mobile home, camper, or other
similar vehicles shall be parked on the street (including
right-of-way thereof) or in the designated parking areas over-
night for a continuous period of time in excess of twelve (12)
consecutive hours.

Section 11. No livestock, horses, poultry, or animals
of any kind or size shall be raised, bred, or kept on any Lot or
in any residential unit; provided, however, dogs, cats, or other
domesticated household pets may be, so long as they are not

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raised or kept for commercial purposes. No more than one (1) dog and one (1) cat shall be kept or maintained by any Unit Owner(s), and the weight of the dog shall not exceed thirty-five (35) pounds. The Owners shall use a leash when walking the dog in the subdivision.

Section 12. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except an approved sign giving the name of the occupant of the residence located on said Lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 13. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist upon any Lot that may be or may become an annoyance or private or public nuisance.

Section 14. No Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All Lots shall be kept free of the accumulation or rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage, or disposal of solid waste material. No burning of trash or garbage will be permitted within the subdivision.

Section 15. No wall, fence, or hedge over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height,

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type, and location thereof have been approved by the Architectural Review Committee.

Section 16. No septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any Lot.

Section 17. No one shall be permitted to install or maintain any outside television or radio antenna, masts, aerials, or other tower for the purpose of audio or visual reception or transmission.

ARTICLE V

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 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

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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 Area (including the swimming pool and related amenities) and of the homes situated upon the Properties. No public governmental agency, including the City of Holly Hill, shall be required to maintain the streets, roads, driveways, or parking areas within The Heritage.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) 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 five (5%) percent 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 five (5%) percent 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.

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

(d) If a builder owns Dwelling Units which are or have been occupied, such property shall be assessed as provided above. If a builder owns unimproved Lots, uncompleted Dwelling Units, or completed Dwelling Units for which a certificate of occupancy has been issued by the building inspector and which have never been occupied, the assessment of such Lot or Dwelling Unit shall be twenty-five (25%) percent of the above annual assessment.

The Declarant shall fund any deficiency between assessments collected and actual expenses and reserves of the Association until January 1, 1986, or until the end of the annual budget year for the year in which control of the Association is released by the Declarant to Class A members, whichever first occurs. The obligation of the Declarant set forth above shall be secured by lien upon property owned by Declarant in The Heritage. Said lien shall be of the same nature, force, and effect as the lien set forth in Section 1 above.

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

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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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

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 subject to the provisions of Section 3(d) above.

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 conveyance of the Common Area. 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. The Association shall, upon demand, and for a reasonable charge, furnish a certificate

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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. Subordination of 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 9. The provisions of this Declaration and of the By-Laws regarding the maintenance, repair, and replacement of the Common Areas and Lots shall be deemed to be for the benefit of the City of Holly Hill, as well as the Owners, and the City may enforce such provisions by appropriate proceedings at law or in equity. Without limitation to the foregoing, the City may deliver a written notice to the Board of Directors by delivering the same to the registered agent, as required pursuant to Section 48.091 of the Florida Statutes, setting forth the particular defect which it believes exists in the maintenance, repair, and/or replacement program. If the specified defects are not corrected within thirty (30) days after receipt of the

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notice, or if such correction cannot reasonably be completed within such time, or if the Association fails within such time to commence and pursue the correction with reasonable diligence, then the City may take necessary curative action. In such event, the cost of correction by the City shall constitute a lien against each Unit.

ARTICLE VI

ARCHITECTURAL 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, colors, 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 Review 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.

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ARTICLE VII

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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 then (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

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Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Official Records Book 2504, pages 710 and 711, of the Public Records of Volusia County, Florida, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument, provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

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 Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12th day of June, 1984.

Witnesses:

HOLLY HILL HERITAGE, INC.,
a Florida Corporation

Sharon B. Logan

By: Michael H. [Signature]

Barbara J. Nalt

Attest: [Signature]

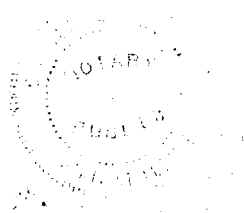
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STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me
this 12th day of June, 1984, by Michael A. Crane and
Cheryl C. Crane, President and Cheryl C. Crane,
respectively, of Holly Hill Heritage, Inc., on behalf of the
corporation.



Sharon B. Logan
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1987
Rooden The Troy Fair - Insurance, Inc.

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