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J. M. OXLEY JR
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NASSAU COUNTY, FLORIDA
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Prepared by and Return to:
Alan B. Almand, P.A.
6810 St. Augustine Road
Jacksonville, FL 32217

DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PAGE HILL

THIS DECLARATION, made on the date hereinafter set forth by Page Hill & Associates, a Florida general partnership, hereinafter referred to as Developer.

WITNESSETH:

Developer is the owner of the property in Nassau County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") and desires to develop the Property as a planned community.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (hereinafter referred to as the "Restrictions") which are for the purpose of protecting the value and desirability of and which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such person.

ARTICLE I
Definitions

1. "Articles" means the Articles of Incorporation of the Association.
2. "Association" means Page Hill Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
3. "Board" or "Board of Directors" means the Board of Directors of the Association.
4. "Bylaws" means the Bylaws of the Association.
5. "Capital Contribution" means a one time charge of \$150.00 to be paid by the first retail Owner of a Residential Lot or Residential Dwelling Unit which is collected in order to defray start up costs and initial operation of the Association.
6. "Common Area" or "Common Area" means all real property (including the improvements thereon) described on the attached Exhibit "B".
7. "Declarant" means Developer, its successors and assigns with respect to the Property. Provided, however, any person or entity acquiring title to a Residential Lot shall not be deemed Declarant unless Declarant's rights are specifically assigned to such person or entity.
8. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.
9. "FHA" means the Federal Housing Administration and its successors and assigns.
10. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$150.00.
11. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.
12. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential 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.
13. "Residential Dwelling Unit" or "Unit" means any part of the Property which has been improved for use as a single-family detached dwelling, including, without limitation, any single family detached dwelling, garden home, patio home or attached townhome, which is substantially completed.
14. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.
15. "Surface Water or Stormwater Management System" means a system which is designed and

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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, A.C. and in particular St. Johns River Water Management District Permit No. 4-089-61393-1.

16. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

17. "VA" means the Veterans Administration and its successors and assigns.

ARTICLE II
Membership and Voting Rights

1. **Right to Membership.** Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

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

(a) **Class A.** Class A member shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) **Class B.** The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned to Class A member equals the number of votes assigned to the Class B member;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. **Multiple Owners.** When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation, or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE III
Covenant of Maintenance Assessments

1. **Creation of the Lien and Personal Obligation of Assessments.** Subject to the terms and conditions set forth in Paragraphs 6 and 7 of this Article III, each Owner of any Residential 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 annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the general welfare of the residents and the Property and for the improvement, maintenance and operation of the Common Areas as described by Exhibit B. In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

3. **Maximum Annual Assessment.**

(a) During the calendar year when the first Residential Lot is conveyed to an Owner, the Maximum Annual Assessment shall be the Initial Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the Maximum Annual Assessment may be increased each year not more than five percent (5%) above the Maximum Annual Assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot or Unit to any Retail Owner, the Maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board shall fix the Annual Assessment at an amount not in excess of the maximum.

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rd) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or willful misconduct or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided.

5. Notice and Quorum for Any Action Authorized under Paragraph 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 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 the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence, willful misconduct or failure to comply herewith). Provided, however, Declarant and any person or entity who acquires two or more lots from Developer for commercial homebuilding purposes shall not be required to pay such Assessments or a Capital Contribution on any Residential Lot owned by them until such time as the Residential Lot or Unit has been conveyed to a retail Owner. Further provided, in the event that Declarant is a Class B member or is otherwise in control of the Association, Declarant shall pay to the Association no less frequently than quarterly, an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.

7. Date of Commencement of Assessments and Capital Contribution; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots or Residential Dwelling Units on the first day such Residential Lot or Unit is conveyed to a retail owner and shall be pro-rated according to the number of days remaining in the calendar year. Thereafter, the annual assessment shall be payable at the times and in the manner determined by the Board. Likewise, the Capital Contribution shall also be payable at such time. 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 Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) 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 Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his Residential Lot. The Board may suspend the voting rights and right to use the Common Areas of a member during any period in which such member shall be in default of any assessment levied by the Association.

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 Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential 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 Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

ARTICLE IV Architectural Control

1. Design Criteria. It is the Declarant's intent to create and maintain a quality subdivision in

harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of architectural and construction criteria standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or construct improvements on the Property without the prior approval of the Architectural Control Committee of the Association (hereinafter referred to as the "ARC") which may be withheld or disapproved solely for aesthetic reasons as determined by the ARC.

2. Necessity of Architectural Review and Approval. No building, fence, wall, septic tank, drainfield, well, pump station, antenna, satellite dish or other structure, which is visible from outside any Residential Dwelling Unit, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, material 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 structure and topography by the ARC. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

3. Architectural Control Committee. The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting.

4. Minimum Architectural and Construction Criteria. Without limiting the ARC's ability to approve or disapprove structures for purely aesthetic or other reasons or to impose additional architectural criteria, set forth below are minimum architectural criteria to be adhered to:

- (a) All Residential Dwelling Units shall be a minimum of 1200 Square feet heating and cooling excluding garage area.
- (b) All front elevations of the Residential Dwelling Units shall be stucco or brick or lap siding with brick or stucco accent.
- (c) The pitch of the primary roof shall not be less than 5/12.
- (d) No single car garage shall be allowed.
- (e) A minimum of 6000 square feet of St. Augustine sod shall be installed on the front and side yards of each Residential Lot.
- (f) No chain link fences shall be allowed. All fences shall be wood stockade, shadowbox, vinyl clad, or such other material as may be approved by the ARC.

5. Provisions Inoperative as to Declarant. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units by Declarant shall not be subject to review and approval by the ARC.

ARTICLE V
Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Board.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.

3. Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as hereinafter provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period not to exceed sixty (60) days, as a result of such members infraction of such published rules and regulations.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.

5. **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 systems or provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by 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 as permitted, or if modified, as approved by the St. Johns River Water Management District.

ARTICLE VI
Lakes

1. **Water Level and Use.** With respect to the lakes now existing or which may hereafter be erected within the Property, only the Association shall have the right to remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Association shall have the sole and absolute right to control the water level of all lakes and to control the growth of eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No dock, moorings, pilings, boat shelter or any other structure shall be erected on or over the lakes without the approval of the ARC. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small non-combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's Residential Lot, in designated areas within the planned development or behind landscaping approved by the ARC.

2. **Lake Embankments.** The lake embankments shall be maintained by the Owner owning the lake bottom. The embankments shall be maintained by each applicable Owner so that the grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the ARC. If the Owner required to maintain the embankment fails to maintain such embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, all at the expense of the appropriate Owner.

3. **Easement for Access and Drainage.** The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair such systems. This easement shall provide the Association with the right to enter upon any portion of a Residential Lot which is adjacent to or a part of the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. In addition, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns Water Management District.

ARTICLE VII
Easements

1. **Reservation of Easements.** Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.

2. **Drainage Easements.** Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. **Additional Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. **Cable Television Easement.** Declarant reserves for itself an exclusive easement of the installation and maintenance of radio and television cables within Common Areas and the rights-of-ways and easement areas referred to herein.

5. **Encroachments.** Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

ARTICLE VIII
Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

ARTICLE IX
Restrictions Affecting Residential Lots

1. Residential Use. Each of the numbered lots in the subdivision shall be Residential Lots used for single family dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.

2. Location of Structures. The location of all structures (including building, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

3. No Sheds, Shacks, or Trailers. No shed, shack, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot. Provided, however, this provision shall not prohibit the construction of outbuildings so long as such buildings are construction of materials similar in quality and color with the Residential Dwelling Unit thereon and the construction and placement on such building has been approved by the ARC.

4. No Offensive Activities. No illegal, obnoxious or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property.

5. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings, fences and other structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawn cut, landscaping trimmed and the exterior of the improvements painted and in good repair.

6. Pets. No animal or birds shall be kept on the Property for any commercial or breeding purpose. No more than two (2) domestic animals (i.e. dogs, cats, birds or rabbits) may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street or Residential Lot.

8. Parking. No vehicle shall be parked on any Residential Lot or street on the Property unless such vehicle is operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two-(2) hour duration. No boat, recreation vehicle, truck or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots.

9. Garages. No garages or outbuildings shall be used as a residence or converted into living space.

10. Drainfields and Septic Tanks: Unless approved in writing by the ARC to hardship caused by the natural conditions (i.e. lakes or wetlands) of the subject Residential Lot, all drainfields shall be located in the rear of each Residential Lot so as not to be visible from any street. In addition, the drainfields constructed on contiguous Residential Lots shall be laid out consistent with a handing plan to provide maximum separation between such drainfields.

11. Well Pumps: All well pumps shall be located inside the garage area of each Residential Unit.

12. Signs: No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.

13. Fences: No fences shall be constructed along Residential Lots abutting lakes which may restrict, impede or hinder the view of such lake from adjoining and neighboring Lots. In addition, no fences shall be constructed or located closer than 10 feet from the front corner of that portion of the Unit which is furthest away from the adjacent right of way.

14. Above Ground Pools: No above ground pools other than temporary children's pools shall be permitted on any Lot.

15. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and the five (5) foot strip of land at the rear and the sides of each Residential Lot to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights of easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such Residential Lot upon which easement and improvement are located.

16. Amendments or Additional Restrictions. Declarant shall have the right to:

- (a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;
- (b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;
- (c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;
- (d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;
- (e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

ARTICLE X General Provisions

1. Legal Action and Violation. If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner for the purpose of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant or approved by the ARC or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

2. Waiver. The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach of violation hereof.

3. Attorneys Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys fees of the Association or Declarant in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

4. Severability. All regulations herein contained shall be several and independent. The

invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. Right of Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor or creates an undue hardship and will not cause a material disruption of the development plan contemplated hereby.

6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the VA or FHA. In the event the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, and so long as there is a Class B membership, the dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration shall require the approval of the VA and FHA.

Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

7. 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 which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.

9. Assignment of Declarant shall have the sole and exclusive right to assign its rights pursuant to this Declaration.

10. Conflict. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration shall control and prevail.

11. Additional Provisions. The additional provisions, if any, contained in Exhibit C attached hereto are hereby incorporated in this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has set its hand and seal this ___ day of September, 2001.

Signed, sealed and delivered
In the presence of:

Alan B. Almand
Print Name Alan B. Almand
Mindy L. Cox
Print Name Mindy L. Cox

PAGE HILL ASSOCIATES, a Florida
general partnership

By: RIVEROAKS JOINT VENTURE
A Florida general partnership,
as Managing General Partner

By: [Signature]
S. E. Colledge
General Partner

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 25th day of September 2001, by S.E. COLLEDGE, General Partners of RIVEROAKS JOINT VENTURE, a Florida general partnership as Managing General Partner of PAGE HILL ASSOCIATES, a Florida general partnership, being personally known to me

[Signature]
Notary Public

My commission expires _____.

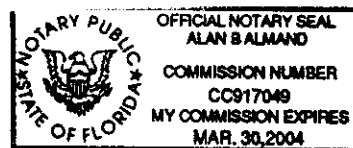


Exhibit "A"

Lots 1-45 Page Hill according to plat thereof recorded in Plat Book 6, Page 237 and 238 of the public records of Nassau County, Florida.

Consent and Joinder

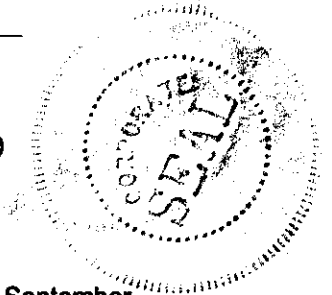
The undersigned, the owner of Lots 4, 6, 40, 42, and 44 Page Hill according to the plat thereof recorded at Plat Book 987 Page 240 of the public records of Nassau County, Florida hereby joins in to this Declaration of Covenants Conditions, and Restrictions Page Hill and consents to the terms and conditions contained herein.

 fmas
 flagm k'm n'r
Witness Mindy L. Cox
 Mindy L. Cox
Witness

MEADOWFIELD OF JACKSONVILLE, INC.
a Florida Corporation

By: John Towers
Is President

(CORPORATE SEAL)



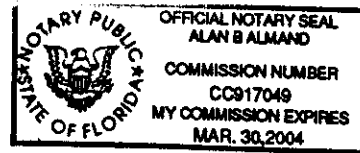
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me as of this 25 day of September, 2001, by John Towers, the President of MEADOWFIELD OF JACKSONVILLE, INC. He is personally known to me or has produced form of identification.

Notary Public, State of Florida

Print Name: A. M. L.

My Commission Expires:



Consent and Joinder

The undersigned, the owner and holder of that certain Mortgage and Security Agreement dated October 6, 2000 recorded in Official Records Volume 1006 Page * of the public records of Nassau County, Florida securing the principal sum of \$2,000,000.00 hereby joins in to this Declaration of Covenants, Conditions and Restrictions Page Hill and consents to the terms and conditions contained herein. *998 - 1024

Alan B. Almand
Witness
Mindy L. Cox
Witness
Mindy L. Cox

BANK OF AMERICA, N.A.

By: G. Ross McWilliams
G. Ross McWilliams
Its Senior Vice President

(CORPORATE SEAL)

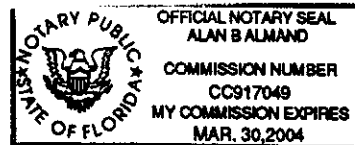
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me as of this 25 day of September, 2001, by ROSS MCWILLIAMS as Senior Vice President of Bank of America, N.A. He is personally known to me or has produced _____ form of identification.

Notary Public, State of Florida

Print Name: Alan B. Almand

My Commission Expires:



Consent and Joinder

The undersigned, the owner and holder of that certain Mortgage and Security agreement dated April 25, 2001, recorded in Official Records Volume 987 Page 240 of the public records of Nassau County, Florida securing the principal sum of \$5,000,000.00 hereby joins in to this Declaration of Covenants, Conditions and Restrictions Page Hill and consents to the terms and conditions contained herein.

Diana S. Dell

Diana S. Dell

Witness

Debra K Hamilton

DEBRA K HAMILTON

Witness

FIRST SOUTH BANK

By

David Faulk

Its Vice President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me as of this 24th day of September, 2001, by David Faulk the Vice President of FIRST SOUTH BANK. He is personally known to me or has produced _____ form of identification.

Diana S. Dell

Notary Public, State of Florida

Print Name: Diana S. Dell

My Commission Expires:



Diana S Dell

My Commission DD041490

Expires July 27 2005

Consent and Joinder

The undersigned, the owner of Lots 3, 5, 11, 17, and 41 Page Hill according to the plat thereof recorded at Plat Book 6 Page 237 and 238 of the public records of Nassau County, Florida hereby joins in to this Declaration of Covenants Conditions, and Restrictions Page Hill and consents to the terms and conditions contained herein.

Susan L. Scott

Witness

[Signature]
Witness

KB HOME JACKSONVILLE, INC.
F/K/A TRADEMARK HOMES, INC.
a Florida Corporation

By: [Signature]
Tony Raso
Its Div. President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me as of this 25 day of September, 2001, by Tony Raso, the Div. President of KB HOME JACKSONVILLE, INC. F/K/A TRADEMARK HOMES, INC. He is personally known to me or has produced _____ form of identification.

Notary Public, State of Florida Susan C Harris

Print Name: Susan C. Harris

My Commission Expires:



Susan C. Harris
MY COMMISSION # CC737266 EXPIRES
August 25, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

ARTICLES OF INCORPORATION
OF
PAGE HILL OWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, a resident of Florida of legal age for the purpose of forming a corporation not-for-profit does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is Page Hill Owners Association, Inc., hereinafter call the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 6810 St. Augustine Road, Jacksonville, Florida 32217 or at such other place as the Board of Directors may from time to time designate.

ARTICLES III

REGISTERED AGENT

Alan B. Almand, P.A., whose address is 6810 St. Augustine Road, Jacksonville, Florida 32217 is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members and is formed to provide for the maintenance of the Common Areas and such other purposes as are prescribed by the Declaration. All terms contained herein shall mean and refer to the terms as defined by the Declaration.

The Association shall exercise all of the powers and privileges and perform all the duties and obligations of the Association as set forth in the Declaration applicable to the Property and as amended from time to time, the Declaration being incorporated herein by reference. In addition, the Association shall exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit corporation law of the State of Florida may now or hereafter have or exercise.

The Association shall operate, maintain and manage the Common Areas as defined in the Declarations and the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit No. 4-089-61393-1 requirements and applicable District rules and shall assist in the enforcement of the Restrictions contained herein. The Association shall levy and collect adequate assessments against members of the Association for the cost of the maintenance, repair and operation of the Common Areas and Surface Water and Stormwater Management Systems. Such assessments shall be levied for and such maintenance, repair and operation shall include but not be limited to work within Common Areas retention areas, drainage structures and drainage easements.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Residential Lot which is subject to the Declaration, including

contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

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

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. Multiple Owners. When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) directors who need not be members of the Association. The number of directors shall be elected or appointed and may be changed in accordance with the provisions of the Bylaws.

ARTICLE VII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each class members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Section 617.05, Florida Statutes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an 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 VIII

EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE IX

AMENDMENTS

Amendment of these Articles or the Declaration shall require the assent of a majority of each class of members and, in the event that the Property is approved by the VA or FHA, or the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit and there is a Class B membership, amendment of this Declaration shall require the approval of the VA and FHA.

ARTICLE I

OFFICERS

The officers of the Association shall be elected and shall serve for the term as prescribed by the Bylaws. The Board, by resolution, may create such officers as determined necessary for the operation of the Association.

ARTICLE XI

BYLAWS

The Board shall adopt Bylaws consistent with these Articles. Such Bylaws may be amended by the Declarant on its own motion from the date hereof until the Class B membership terminates and thereafter, the Bylaws may be amended at a regular or special meeting of the members by the vote of a majority of a quorum (as defined by the Bylaws) of members present in person or by proxy subject to approval of any such change to the Bylaw by the VA and FHA.

ARTICLE XII

SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

Name	Address
Alan B. Almand	6810 St. Augustine Road Jacksonville, Florida 32217

ARTICLE XIII

CONFLICT

In the event of any conflict between these Articles and the Bylaws, the Articles shall control and prevail and in the event of a conflict between these Articles and the Declaration, the Declaration shall control and prevail.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the law of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles this 25 day of September, 2001.

Alan B. Almand
Alan B. Almand

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25 day of September, 2001, by Alan B. Almand, being personally known to me.

Mary K Yackel
Notary Public

My commission expires  Mary K Yackel
My Commission 66907740
Expires February 26, 2004

**CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED
AGENT FOR THE SERVICE OF PROCESS WITHIN FLORIDA**

In compliance with FLA. STAT. Sections 48.091 and 607.0501, the following is submitted:

Page Hill Owner's Association, Inc. desiring to organize or qualify under the laws of the State of Florida, hereby designates Alan B. Almand, its registered agent to accept service of process within the State of Florida, and the address of its registered office shall be 6810 St. Augustine Road, Jacksonville, Florida 32217.



Alan B. Almand

Dated: September 25, 2001

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Alan B. Almand

Dated: September 25, 2001

BYLAWS
OF
PAGE HILL OWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

The definitions of all terms contained herein shall be the same as the definitions set forth in the Declaration or the Articles.

ARTICLE II

MEETING OF MEMBERS

Meetings shall be held of the members of the Association at such time and place as shall be determined by a majority of the Board. Written notice of each meeting of the members shall be given by or at the direction of the Board by mailing a copy of such notice, postage prepaid, at least ten (10) days prior to such meeting. Such notice shall be mailed to each member as of the date of such mailing at the address appearing on the records of the Association as of that date. Such notice shall specify the time, place, date and purpose of the meeting.

The presence at the meeting of members and proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided by the Articles, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote at such meeting shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum is present or represented.

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association prior to such meeting. Each proxy shall be revocable and shall automatically cease upon conveyance by a member of his Residential Lot.

ARTICLE III

BOARD OF DIRECTORS

While there is still a Class B membership, the number of directors shall be determined and appointed by the Declarant provided that there shall not be less than three (3) directors. Thereafter, there shall be three (3) Board members until such time as the number of directors is changed by a majority vote of a quorum of the members entitled to vote at a meeting called for such purpose.

Each director shall serve for a term of twelve (12) months or until a successor director is elected by the members or appointed by the Declarant or the Board.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association or in the event a member of the Board is absent from three (3) consecutive meetings of the Board, by a majority vote of the members of the Board. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting without obtaining the written approval of a majority of the directors. Any action so approved shall have the same effect as taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

The initial Board shall be appointed by the Declarant and shall serve until successor directors are elected or until removed from the Board by the Declarant, in the case of Board members appointed by the Declarant.

Upon termination of the Class B membership, the existing Board or a majority of the members shall have the right to call for a general election for the Board (hereinafter referred to as the "First General Election". The First General Election shall be held at a place and time to be determined by the then existing Board but in no event shall such election be held more than sixty (60) days after receipt by the Board of written notice signed by a majority of the members calling for such election.

Nominations for election to the Board shall be made by the existing Board members and may also be made from the floor at a meeting called for electing the Board members. The Board shall make as many nominations as it deems necessary but not less than the number of vacancies which are required to be filled.

Election to the Board shall be by secret, written ballot. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

Meeting of the directors shall be held at such time, place and frequency as is determined by majority vote of the Board or as called by the President of the Association. A majority of the number of directors shall constitute a quorum for any matters require to be voted on by the Board. All matters to be decided by the Board shall be decided by a majority of a quorum of the Board at the meeting at which such matter is voted on.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD

The Board shall have the power and duties as prescribed by the provisions of the Declaration, the Articles and these Bylaws and such other powers and duties as are necessary to conduct the business of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

The officers of the Association shall be a president, vice president, treasurer, secretary and such other officers as the Board may from time to time designate. Officers shall be elected at such time and place as is determined by a majority vote of a quorum of directors. Officers shall hold office until a successor officer is elected or until such officer resigns or is removed by a majority vote of a quorum of the Board.

ARTICLE VIII

CONFLICT

In the event of any conflict between these Bylaws and the Articles, the Articles shall control and prevail and in the event of a conflict between these Bylaws and the Declaration, the Declaration shall control and prevail.