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DECLARATION OF
~~COVENANTS, CONDITIONS AND RESTRICTIONS~~
FOR HICKORY CREEK, UNIT ONE

Prepared By: ~~Albert~~
CLIFFORD B. NEWTON
Newton & Moorehead
10192 Sun Jose Boulevard
Suite 4
Jacksonville, Florida 32217

THIS DECLARATION is made on the date hereinafter set forth by D. M. COPELAND & SONS CONSTRUCTION, INC., a Florida corporation, FLORIDA FIRST COAST DEVELOPMENT CORPORATION, a Florida corporation, and FIRST PIONEER CORPORATION, a Florida corporation, doing business as HICKORY CREEK JOINT VENTURE, hereinafter referred to as a "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as:

Hickory Creek, Unit One, as recorded in Plat Book 43, Pages 96, 96A, 96B and 96C, of the current public records of Duval County, Florida.

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 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 I - DEFINITIONS

1. "Association" shall mean and refer to the Hickory Creek Association, Inc., a Florida corporation not for profit, its successors and assigns.

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.

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

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

6. "Declarant" shall mean and refer to D. M. Copeland & Sons Construction, Inc., Florida First Coast Development Corporation and First Pioneer Corporation, d/b/a Hickory Creek Joint Venture.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any 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 hereafter situated upon any Common Area;

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

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

conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast by both member classes of the Association.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. 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.

2. Membership. 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 member shall be the Declarant and shall be entitled to twelve (12) 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:

SEE
AMENDMENT.

a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership,

or

b) on December 31, 1992, or

c) Declarant requests that Class B membership be converted to Class A membership.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for 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 lot 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 such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

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, islands in roadways, lakes, and lake systems. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the filter system for drainage and the storm water management system required by the Department of Environmental Regulation and/or the St. Johns River Water Management District. Said continual maintenance and cleaning shall be the sole responsibility of the Association.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$48.00 per year per lot.

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

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

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, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 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 of

the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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 quarterly basis.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. 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 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional 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 assessment 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.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No out-building or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide or Replat. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes.

3. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages

must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports shall not be permitted.

4. Outbuildings. No outbuilding shall be erected, placed or altered on any lot.

5. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 22 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots. Docks shall not be permitted.

6. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, shall contain at least 1400 square feet for a one-story dwelling and at least 900 square feet for the ground floor of a dwelling of more than one story, with at least 1400 square feet for both stories combined.

7. Building Location. No building shall be located on any lot nearer than 25 feet to the front line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line. No dwelling shall be

located on any lot nearer than 10 feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than 15 feet from any existing dwelling. The Architectural Control Committee shall be empowered to issue a variance in regard to the above measurements as it may deem prudent.

8. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 8,800 square feet.

9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. Travel trailers and motorized homes shall not be permitted.

11. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

13. Mailboxes. Declarant shall provide locations and

construct cluster mailbox receptacles, as approved by the United States Postal Service. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

14. Fences. All fences shall be constructed of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Picket fences will not be permitted. Declarant reserve the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

15. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control

Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

16. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

17. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial use.

19. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

20. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

21. Landscaping. The mass indiscriminate cutting down of

trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to maintain the area between the front property line of his lot and the street, as well as the side property line and the street in the case of corner lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

22. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns at least ten (10) lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has/waived, in writing, its right to appoint such committee members, the then record owners of a majority of the lots shall have the power and right through a duly recorded written instrument to elect the members of the committee, to change the membership of the committee or to withdraw from the committee or

restore to it any of its powers and duties.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any lot.

24. Air Conditioning Units. No air conditioning units may be installed in any window if such unit shall be visible from any public street.

25. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

26. Utility Provisions. The City of Jacksonville or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the City of Jacksonville or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage

from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by the City of Jacksonville or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Jacksonville has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

27. Easements. The Declarant hereby reserves unto itself a perpetual alienable and releasable privilege and right on, over and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and side of each lot. The said Declarant shall have the unrestricted right and power to release said easement.

28. Enforcement. Any person owning any portion of the above described lands may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain any existing or threatened violation or to recover damages.

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

30. Indemnification. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and respon-

sibilities of Declarant, as set forth in the plat of Hickory Creek, Unit One, as recorded in Plat Book 43, pages 96, 96A, 96B and 96C, of the current public records of Duval County, Florida, hereinafter referred to as the "Plat", and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

31. Reservation for Subdivision Improvements. Declarant reserves the right to enter any lot for the purpose of completing subdivision improvements as required by agencies of the City, County, State or Federal governments.

32. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least ten (10) lots within the subdivision; and b) to release any building plat 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, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deem such violations necessary for construction and/or sales. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners.

33. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 31st day of October, 1988.

Signed, sealed and delivered
in the presence of:

Deborah A. Johnson
Paige L. Feister

D. M. COPELAND & SONS
CONSTRUCTION, INC.

By Daniel M. Copeland
Daniel M. Copeland
Its President

FLORIDA FIRST COAST
DEVELOPMENT CORPORATION

By: Raymond M. O'Steen
Its Vice President

Gene P. Knight
Phyllis A. Sellen

FIRST PIONEER CORPORATION

By: Harold L. Craft
Its Senior Vice President

Lon J. Oberdeck
Laura M. Mattison

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4 day of August, 1988, by Daniel M. Copeland, as President of D. M. Copeland Sons Construction, Inc., on behalf of the corporation.



Michael J. Hancock
Notary Public, State of Florida

My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL



The foregoing instrument was acknowledged before me this 10 day of Aug, 1988, by Raymond M. O'Steen, as Vice President of Florida First Coast Development Corporation, a Florida corporation, on behalf of the corporation.

Paula H. Hancock
Notary Public, State of Florida

My commission expires:

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10 day of August, 1988, by Harold L. Craft, as Senior Vice President of First Pioneer Corporation, a Florida corporation, on behalf of the corporation.

Lon J. Oberdeck
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 6, 1994

88 AUG 18 P 2: 30

88- 84051

HENRY W. COOK

OFFICIAL RECORDS

PREPARED BY AND RETURN TO:

Christopher J. Hurst, Esquire
 Newton, Sheffield, Hurst & Almand
 10192 San Jose Boulevard
 Jacksonville, Florida 32257

AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR HICKORY CREEK, UNIT ONE

This Amendment to Declaration of Covenants, Conditions and Restrictions for Hickory Creek, Unit One, is made this 20th day of February, 1991, by D. M. COPELAND & SONS CONSTRUCTION, INC., a Florida corporation, FLORIDA FIRST COAST DEVELOPMENT CORPORATION, a Florida corporation, and FIRST PIONEER CORPORATION, a Florida corporation, collectively hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is also the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Hickory Creek, Unit One, recorded in Official Records Volume 6564, Page 1920, of the current public records of Duval County, Florida (the "Declaration").

WHEREAS, Article V, Paragraph 32 of the Declaration provides the authority for the Declarant in its sole right to amend the Declaration so long as Declarant owns at least ten (10) lots within the Hickory Creek subdivision in Duval County, Florida.

WHEREAS, Declarant, is the owner of ten (10) or more lots within the Hickory Creek subdivision.

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. A new paragraph shall be inserted in Article III, as follows:

"3. So long as there is a Class B membership, the following actions require the prior approval of FHA/VA: Annexation of additional properties, dedication of Common Area, and amendment to this Declaration of Covenants, Conditions and Restrictions."

OFFICIAL RECORDS

2. A new paragraph shall be inserted in Article III, as follows:

"4. Common Areas (if any) cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners (excluding the Declarant)."

3. Article III, Paragraph 2, is hereby amended to provide that: "Class B -- The Class B member shall be the Declarant and shall be entitled to twelve (12) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- A. Seventy-five percent (75%) of the lots are deeded to Class A members; or
- B. On December 31, 1992; or
- C. Declarant requests that Class B membership be converted to Class A membership.

4. Articles V, Paragraph 32, is hereby amended to provide that, notwithstanding anything otherwise contained in Paragraph 32 to the contrary, any amendment to the Declaration shall require the approval of at least two-thirds (2/3) of the lot owners.

5. Except as specifically altered herein, all terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument as of the day and year first above written.

Witnesses:

D. M. COPELAND & SONS
CONSTRUCTION, INC.

Eric H. O'Steen
[Signature]

By: [Signature]
Daniel M. Copeland
President
(Corporate Seal)

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STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 11th day of February, 1991, by Mick V. Christopolis, President of First Pioneer Corporation, on behalf of the corporation.

Will [Signature]
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 11, 1992



STATE OF FLORIDA
DUVAL COUNTY
I, UNDERSIGNED, Clerk of the Circuit & County Courts, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 11th day of Feb, A.D. 1991.

HENRY W. COOK
Clerk, Circuit and County Courts
Duval County, Florida
By *[Signature]*
Deputy Clerk

91-0019805
FILED AND RECORDED
IN PUBLIC RECORDS
DUVAL COUNTY FLA

91 FEB 21 PM 12:59
RECORD VERIFIED
[Signature]
CLERK OF DISTRICT COURT

OFFICIAL RECORDS
FLORIDA FIRST COAST
DEVELOPMENT CORPORATION

Raymond M. O'Steen

BY: Raymond M. O'Steen
Raymond M. O'Steen
President

Nicholas J. Hancock

FIRST PIONEER CORPORATION

Nick V. Christopolis

BY: Nick V. Christopolis
Nick V. Christopolis
President

Will H. O'Neil

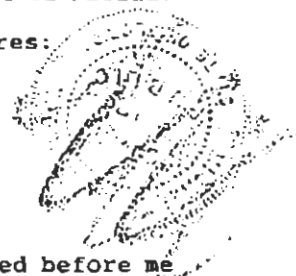
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 22 day of February, 1991, by Daniel M. Copeland,
President of D. M. Copeland & Sons Construction, Inc., on behalf
of the corporation.

Nicholas J. Hancock
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Mar. 5, 1993



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me
this 22 day of February, 1991, by Raymond M. O'Steen,
President of Florida First Coast Development Corporation, on behalf
of the corporation.

Nicholas J. Hancock
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Mar. 5, 1993

