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**NEIGHBORHOOD DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
JUMBOLAIR AVIATION ESTATES – UNIT I  
JUMBOLAIR ESTATES**

**THIS DECLARATION**, made as of this 27th day of March, 2001, by **JUMBOLAIR, INC.**, a Florida corporation, hereinafter referred to as “Declarant”

**WITNESSETH:**

**WHEREAS**, Declarant is presently developing a planned community known as Jumbolair Aviation Estate located in Marion County, Florida; and

**WHEREAS**, Declarant is the owner of the real property (“Property”) described on Exhibit “A” attached hereto; and

**WHEREAS**, Declarant desires the Property to constitute Unit I of the Jumbolair Aviation Estates and to be a Neighborhood to be known as “Jumbolair Estates” and;

**WHEREAS**, Declarant intends and desires to develop Jumbolair Estates for residential purposes, in accordance with this Neighborhood Declaration; and

**WHEREAS**, Declarant by this Neighborhood Declaration impose the covenants and

restrictions contained herein upon the Property; and

**WHEREAS**, the Property shall also subject to that certain Master Declaration of Covenants, Conditions and Restrictions for Jumbolair Aviation Estates ("Master Declaration") made of even date herewith.

**NOW THEREFORE**, Declarant, hereby declare that the Property shall be held, sold and conveyed, owned, used, encumbered, demised and occupied subject to the provisions of this Neighborhood Declaration and the Master Declaration, for the purpose of protecting the value and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, including their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof. All recitations hereinabove are incorporated into the Neighborhood Declaration as though set out in full below.

## **ARTICLE I**

### **DEFINITIONS**

**Definitions.** The definitions set forth in the Master Declaration shall unless otherwise specified herein have the same meaning within this Neighborhood Declaration and establish the meaning of the terms defined where they are used in this Neighborhood Declaration.

## **ARTICLE II**

### **COMMON AREA**

**2.1 Dedication of Common Areas.** The following properties are hereby dedicated as Common Areas of the Master Association, the Conservation Area, the

Taxiways and the Private Roadways, all as depicted on that certain plat of the Property to be recorded in the public records of Marion County, Florida. No portion of the Common Areas dedicated herein may be withdrawn from this Declaration or the Master Declaration without the approval of all Owners.

**2.2 Property Rights.** Every Owner shall have a right of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the terms of this Neighborhood Declaration and the Master Declaration, and to any restrictions or limitations contained in any deed, plat or amendment to this Neighborhood Declaration conveying such property to the Master Association or subjecting such property to this Neighborhood Declaration, *provided* that every Owner shall have an unrestricted right of ingress and egress between the Owner's Lot and a public road, and subject to the following provisions:

**2.3 Owner's Rights in All Units.** The rights of Owners shall in no way be altered or restricted because of the location of the Common Areas in a Unit of the Jumbolair Aviation Estates in which an Owner is not a resident. Common Areas belonging to the Master Association may be used by all Owners, notwithstanding the particular Unit of the Jumbolair Aviation Estates in which the Lot of an Owner is located.

### ARTICLE III

#### PROPERTY OWNERS ASSOCIATION

**3.1 Membership.** Every Person who is a record Owner of a fee or undivided interest in any Lot in Jumbolair Estates shall have three (3) memberships as Class A Members in the Master Association, provided that any such Person or entity who holds

such interest merely as security for the performance of any obligation, shall not be a Member of the Master Association.

**3.2 Certificate of Record.** Any Person may conclusively rely on a certificate of the Secretary of the Master Association as to the vote of members of the Master Association that may be required by this Neighborhood Declaration, by law, or by the Articles of Incorporation or Bylaws of the Master Association, and the Secretary shall provide without charge or cost a certified copy of same to any Member upon request.

## **ARTICLE IV**

### **MAINTENANCE**

**4.1 Owner's Responsibility.** It shall be the sole responsibility of each Owner to keep that Owner's Lot, and all other improvements, landscaping, and open space located within said Lot, in good, functioning, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Each Owner shall perform such maintenance in a manner consistent with this Neighborhood Declaration and the Master Declaration.

**4.2 Vacant Lots.** The pleasant appearance of Jumbolair Estates will assure enjoyment and assist in increasing the value of Jumbolair Estates and Owner's homes and Lots. Therefore, if an Owner does not commence construction of a residence within one hundred and twenty (120) days, of the date a Lot is deeded to its first Owner, the Owner must perform the mowing and minimum improvements set forth in the Rules then in effect. An exemption from this paragraph may be given in writing by Declarant to a specific Owner, and may contain an expiration date.

## ARTICLE V

### DEVELOPMENT CODE

The Declarant, hereby adopts the Development Code set forth below for the Jumbolair Estates, viz.:

**5.1 Use Restrictions.** All Lots and the improvements thereon shall be used for single family residential purposes and the allowed other purposes as set forth throughout this Neighborhood Declaration and in this Article.

**5.2 Minimum Design Criteria.** All improvements shall be constructed at the least to the following minimum standards:

**5.2.1 Size of Residence.** The living area of each residence shall contain a minimum of two thousand eight hundred (2,800) air conditioned square feet exclusive of garages, hangars, porches, patios and terraces. A two story residence must have a minimum of 1,800 square feet of air conditioned space on the first floor level. Residences shall be limited to a maximum of two stories, and the mean level height (average of roof peak and ceiling of the top floor) of any structure may not exceed thirty-five (35) feet.

**5.2.2 Setback Criteria and Placement of Residence.** With the exception of driveways, walks, fences, and mailboxes, no structures shall be allowed on any lot outside the building setback lines. Minimum building setback requirements for a typical standard lot are as follows:

Front: 35'

Side: 15' each side

Rear: 20'

Setbacks for corner lots, interior lots, cul-de-sac lots, and those lots that have an interface with Common Areas may require different minimum setbacks. Placement of the building within the setback limitations shall be in the most advantageous position to ensure that no trees are unnecessarily disturbed and that the views and privacies of surrounding residences are not adversely affected.

**5.2.3 Grading and Drainage.** All buildings will be constructed at a minimum finished floor elevation established by the Declarant's engineer. Existing trees and vegetation should be spared whenever possible. Cuts and fills should be designed to compliment the natural topography of the site. Existing drainage structures shall not be altered or effected in any way. Flow of water shall be directed to existing drainage structures in such a manner as not to allow run-off onto adjacent property nor allow puddles or ponding in paved or swale areas.

**5.2.4 Design and Elevation.** Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. Elevations that are similar in appearance are prohibited on any four adjacent lots, any three lots immediately across the street, or any two lots on a cul-de-sac. Notwithstanding the above, similar elevations in the same Unit will be limited to a maximum of three (3). Elevation approval shall consist of a review of front, side, and rear elevations. All elevation treatments for all structures on the Lot shall follow the common architectural designs theme of the residence as closely as possible.

**5.2.5 Exterior Material and Colors.** Artificial, simulated or imitation materials (i.e., plywood, aluminum siding, simulated brick, etc.) are not permitted on the exteriors of a

residence. The following exterior materials, in most cases, are acceptable and appropriate:

- a) Stucco
- b) Masonry – architectural CMU's stone or brick
- c) Wood – timbers, boards, board and batten, tongue and groove, solid wood siding, rough sawn lumber
- d) Metals – factory finished in durable anodized or baked-on enamel

A materials sample board and a color plan (8 ½ x 14") to include stucco, fascia, soffit, interior pool tile, decking, paves, roof tile, and any building highlights, accent materials, eyebrows, etc. will be required which shall conform to the natural color scheme of the development. Exterior colors and textures that, in the opinion of the MARC would be inharmonious, discordant or incongruous shall not be permitted. The colors of roofs, exterior walls, doors and trims shall be integral to, and harmonious with, the exterior color scheme of the residence.

**5.2.6 Roofs.** Cement tile, clay tile, slate, and architectural metal will be the only roof materials permitted on all pitched roofs. No wood shingle or wood shake shall be permitted. The proportions of roofs shall be consistent with the architectural style of the residence and generally shall consist of at least three distinct levels. A minimum pitch of 5/12 on all roofs is recommended. All roof stacks, vents flashings, and chimney caps shall be painted to match the approved roof colors. Roof stacks and vents shall be placed on rear slopes of the roofs and shall not be visible from the street unless determined to be absolutely necessary. Flat roofs and tar and gravel surfaces are not recommended in the rear, and are prohibited in the front and sides of the building. A parapet roof may be

allowed if it is not a dominant feature of the building and is consistent with the architectural style of the residence. Individual treatments shall be the determining factor. Gutters and downspouts shall be finished to blend with the exterior's color scheme. Storm water flow must be directed to, and conform with, the approved drainage plan and requirements. Solar water heating panels shall be reviewed on an individual basis, and if approved shall not be visible from the street.

**5.2.7 Windows, Doors, Awnings and Shutters.** Unfinished aluminum, bright-finished, or bright-plated metal on exterior doors, windows, transoms, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electro-statically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed, or stained. Dominant awning or jalousie windows are not allowed. Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence, except where it is an integrated and architectural design feature and only when approved by the MARC.

**5.2.8 Garages, Hangars and Driveways.** Each residence must have a private, fully enclosed garage for not less than two (2) nor more than five (5) cars. Garages shall be attached and part of the main dwelling and in keeping with the architectural style of the residence. No garage may have an entrance facing the street, except where specifically approved by the MARC. Double garage doors shall be a minimum of sixteen (16) feet in width; doors for individual stalls shall be a minimum of nine (9) feet in width. Automatic garage door openers are required. The hangar shall be a minimum of 1,600 square feet and be of sufficient size to hangar all aircraft parked or stored on the Lot. No hangar shall



directly face a residential street. Open sided plane ports are prohibited, except for aircraft larger than 45,000 pounds gross weight. Aircraft hangars may be detached from the residential dwelling, but must be connected to the residential dwelling by a covered breezeway. The exterior surface of the sides of any garage or hangar shall be comparable with the exterior surface of the residential dwelling. Electronic door openers are required.

Garage doors and garage door openers must be maintained in proper working order. The interior of a garage apartment may be left vacant for trimming out at a later date. All garages must accommodate at least two full-sized automobiles. If a private golf cart is to be kept on the premises for personal transportation purposes around the community, then the garage must accommodate the golf cart as well. Screen doors, glass doors, or screen enclosures may not be placed across the garage or hangar doors. The interior walls of the garage must be painted a color accenting the house color theme so that when open they do not display a harsh unfriendly institutional appearance. A garage sized for three (3) cars may have one entry (the width of which is not greater than that of one (1) mid-sized vehicle) or two sides (pull through) which faces the roadway which the front of the residence faces, subject to design approval of the MARC. All residences shall have a poured-in-place driveway of at least sixteen (16) feet in width at the garage entrance. Finished, patterned concrete, brominates, pavers, and impregnated stone finishes are permitted. Driveways may also be constructed of brick or interlocking pavers but must be of stable and permanent construction. Asphalt, blacktop, and painted concrete driveways are prohibited. Driveway aprons must be patterned in the same manner as the driveway.

**5.2.9 Fences and Walls.** Except as authorized in the Master Declaration, fences

shall not be constructed of chain link, wire or similar materials. Fences may be constructed out of wood, wrought iron or anodized aluminum. Walls must be constructed of compatible with the materials, colors, finishes, textures, and architectural style of the principle structure. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building setback. Said structures, if approved, may not exceed height of six (6) feet exclusive of pilasters or ornaments and shall be designed and constructed of material identical to or compatible with the materials, colors, finishes, textures, and architectural style of the principle structure. Individual treatments shall be a determining factor of any approval. Notwithstanding the above, the Declarant or the MARC, may construct, or require construction of, a perimeter wall or fence on or near the property line of a lot or a screening wall within the setback area of a lot as a special condition.

**5.2.10 Landscaping.** A landscaping plan must be submitted to and approved by the MARC prior to commencing construction. A landscaping plan shall include a landscape scheme, a list of all plant stock, and the size (in feet and inches) of such stock at the time of planting. The MARC shall make available a list of trees, shrubs, vegetation that shall not be used. It is the goal of the MARC in the approval of any landscape plan to preserve all existing trees where possible. Sodding or landscaping shall be required on the entire "build-able" lot area. Additionally, sodding shall extend to the pavement edge of any street, the water line of any retention area or canal, swales and easements, the manicured edge of perimeter walls, or adjacent owner's boundary lines abutting the lot, and shall be

maintained by said residence owner. All sodding shall be with St. Augustine "Florataro" or other grass as specified by the MARC. No gravel, rocks, artificial turf or other similar materials, shall be permitted as a substitute for a grass lawn. An automatic underground irrigation system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and used to properly maintain the aesthetic nature of the areas in good and living condition at all times. Wells will be used as a source for irrigation water. Irrigation from adjacent lakes or retention areas is not permitted. Well location, size, and depth must be approved by the MARC and shall be screened from view.

**5.2.11 Lighting.** All exterior lighting of a homesite shall be accomplished in accordance with a lighting plan approved in writing by the MARC. An exterior lighting fixture is included and required as part of the mailbox standard, and the costs associated with its installation, operation, and maintenance shall be the responsibility of the Owner. Any other exterior fixtures not attached to the building structure or appurtenant walls must be approved in writing by the MARC and, if approved, shall be connected to a photosensitive switch for continuous lighting during non-daylight hours. All other exterior lighting shall be buffered from surrounding residences, and all flood lights are required to have adjustable heads. Colored lighting shall not be permitted.

**5.2.12 Security System.** Each residence is required to have an electronic security system installed by a security service company approved by the MARC. The MARC shall set the minimum system capabilities and approve the design and installation of each system. Each system shall be placed in service upon completion of the residence.

**5.2.13 Lot Coverage.** In Jumbolair Estates, where a residence contains less than

five hundred (500) square feet in excess of the minimum required, then the garage and accessory structures (such as a pool house) are encouraged to be detached from the main structure and connected by a longer than usual walkway, motor courtyard, or similar device, to give the appearance of a more palatial elegance in size and style. Further, the design of the main portion of the home is encouraged to utilize techniques such as these in order to achieve the same design goal.

**5.2.14 Roof Elevations.** Each residence shall have at least three (3) significantly distinct roof elevations. Plumbing stacks, roof vents, and the like must match the roof color and be inconspicuously located in order to preserve clean roof lines. They should be stubbed to the exit from roof unless impossible to reduce their number on the roof. No standard three-tab shingles shall be permitted.

**5.2.15 True Four-Sided Architecture.** The exterior of all homes shall be finished in true four-sided architecture, with the exterior finish and detailing of the front of the home continuing around all sides of the home.

**5.2.16 Exteriors.** The exteriors of residences shall not have exposed structural block, or imitation stone face.

**5.2.17 Accessory Structures.** The residential uses include Aircraft Hangars, Pool Houses, Guest Cottages, Garages, Garage Apartments, Pilot Quarters, gazebos, pavilions, temples, aviaries, conservatories, and the like. The same are preferred and encouraged in design. All accessory structures shall be used by the residents of the principle residence or their guests and no accessory structure shall be rented, leased, or to or used by any person not residing within the principle residence or as a non-paying guest thereof.

.1 **Garage.** A garage is an attached structure to the residence or a detached structure with a covered walkway from the residence to the garage for the purpose of parking of automobiles. It shall be a minimum of two (2) car capacity.

.2 **Aircraft Hangar.** An aircraft hangar shall mean an enclosed structure in which to store aircraft which shall conform architecturally with the residence and shall be attached or shall be connected architecturally through covered walkway or other significant architecture element to the residence.

.3 **Pilot Quarters.** Pilot quarters shall be an apartment located within an aircraft hangar, which apartment is not less than 300 square feet nor more than 500 square feet. A pilot quarters shall bathroom facilities and may have a kitchen.

.4 **Guest Cottage.** A guest cottage is an attached structure, or a detached structure with a covered walkway. A guest cottage may not exceed twenty-five percent (25%) of the living area of the principal residence. Such guest cottage may have a kitchen and shall have a bathroom. No guest cottage may be over one story, unless the main bulk of the principal residence is a two story residence, or has the elevation of a two story residence, and in no event may the guest cottage be more than two stories in height.

.5 **Pool House.** A pool house is a structure adjacent to an in-ground pool, which may contain a kitchen and bathroom. A pool house may not exceed twenty-five percent (25%) of the living area of the principal residence. No pool house may be over one story, unless the principal residence is a two story residence, or has the elevation of a two story residence, and in no event may the pool house be more than two stories in height.

.6 **Garage Apartment.** A garage apartment is an apartment located over a

garage which is at least a two-car garage, or attached to a garage, which apartment is of not less than 300 square feet, or more than 500 square feet unless located above the garage and then may be equal to but not larger than the square footage of the garage. A garage apartment may not exceed twenty-five percent (25%) of the living area of the principal residence. No garage apartment may be located above a garage unless the principal residence is two story residence or has the elevation of a two story residence. A garage apartment shall have a bathroom and kitchen. This shall not preclude part of the principal residence with or without a kitchen or bathroom or both from being located over the garage.

**.7 Additional Provisions Applicable to Garage Apartments, Guest Cottages, and Pool Houses.** The following provisions are additionally applicable to Garage Apartments, Guest Cottages, and Pool Houses:

**.8 Number and Cumulative Size.** A Lot may have three (3) accessory structures: (e.g. one Garage Apartment, one Guest Cottage, and one Pool House), provided that the square footage of the three together does not exceed twenty-five percent (25%) of the living area of the principal residence.

**.9 No Transient Use.** No accessory structure shall be used for the purpose of renting rooms therein as a hotel, boarding house, bed and breakfast, motel, tourist, motor court, or any type of transient accommodation.

**.10 Parking.** One (1) additional parking space shall be required for each Accessory Structure, and that the surface area of the driveway of the residence may be counted toward the number of parking spaces required.

**5.2.18 Additional Covenants and Restrictions.** An Owner, without the prior written approval of the Declarant and Master Developer, shall not have the power or authority to impose any additional covenants or restrictions on any part of the Property.

**5.2.19 Chimneys.** Chimneys and cupolas are important aspects of home design, and must be artistically designed to emphasize them, and must be composed of materials complementing the exterior theme of the home.

**5.2.20 Home Offices.** Each Lot may contain a home office, and the same is preferred and encouraged in design. Technological evolution calls for Jumbolair Estates to anticipate and provide for telecommuting and certain other types of low impact work at home. The Master Association and MARC within which the use is located have the primary responsibility for regulating and controlling said occupations and individual uses. The purpose of this low-intensity use is to provide accommodation for limited office and studio needs of certain professional services or skills and home occupations contained entirely within a residence.

.1 **External Evidence; Signage.** No external evidence of use as a home occupation shall be permitted. External signage related to the use, such as small directional arrows, which cannot be easily seen from outside the Lot is allowed in addition to other signage as set forth herein below.

.2 **Size Limitation.** The size of a home office may not exceed twenty-five percent (25%) of the living area of the principal structure. The area of the dwelling devoted to the use shall not be the dominant or substantive use of the dwelling, and, in no event, exceed twenty-five percent (25%) of the living area of the principal residence.

.3 **No Heavy Equipment.** No chemicals (other than those normally found in homes), may be used in the home occupation. Home occupations that involve manufacturing must be approved. Equipment and tools are limited to those that are hand held or table mounted. Heavy electrical or mechanical equipment is prohibited. No noise or noxious fumes external to the business shall be generated.

.4 **No Client Street Parking.** Client vehicles shall park on the premises and not at any time in the street. No client vehicle shall be permitted to be parked or left standing in the street for any amount of time whatsoever. See also the paragraph of this Neighborhood Declaration entitled *Parking* below.

.5 **No Large Equipment.** No large equipment used off-site will be stored or temporarily used or located on the premises.

.6 **No Large Groups.** No clinics or large group instruction shall be permitted.

.7 **Occupational License.** No application shall be made to the County for an occupational license until approval for the home occupation has been granted by the Master Association.

.8 **Signage.** No home office signage shall be permitted.

.9 **Garage.** The home office use shall not deprive the garage of its use as place for parking the number of vehicles for which it was designed, or for storage of the types and amounts of items typically found in garages of residences of like size.

**5.2.21 Newspaper Receptacles.** Newspaper receptacles are not permitted.

**5.2.22 Nuisance.** No material noxious or offensive activity shall be carried on upon any Lot or Common Area nor shall anything be done thereon which is a material



annoyance or material nuisance. As long as their conduct is reasonable, children at play on a Lot, upon the Common Area, or upon any vacant Lot shall not be a nuisance.

**5.2.23 Rentals.** The rental of a principal residence or accessory structure is permitted, subject to the provisions of this paragraph. Daily, weekly, or month to month rentals are strictly prohibited. A principal residence with all Accessory Structures may be rented under a lease for a period of not less than one (1) year. If a tenancy ends for any reason within the term of a lease, the home or accessory structure (including any other accessory structure on the Lot) may not be re-let more than once during the original term of a breached, terminated or canceled lease. No principal residence or accessory structure shall be used for the purpose of renting rooms therein as a hotel, boarding house, bed and breakfast, motel, tourist, motor court, or any type of transient accommodation. The Board may establish reasonable Rules regulating rentals.

**5.2.24 Shutters.** Hurricane storm shutters or any roll down type shutters or similar such products cannot have their storage boxes mounted on the exterior of a structure. The storage box must not be discernible from the exterior of the residence. The community desires to avoid a warehouse-like appearance, and therefore such shutters shall only be used for storm events, not routine or periodic security, and such shutters may not be kept in a rolled down position except in the event of an imminent hurricane or other major storm event, and must be immediately retracted after the danger has passed.

**5.2.25 Signage.** Signs of any kind shall not be displayed to the public view on any Lot, except (a) one professional or by-owner sign of not more than 18" tall by 24" high, mounted only as determined by Rule, advertising the property for sale or for rent. "For

sale" or "for rent" signs in Jumbolair Estates will be of the design, size, shape and color determined by the Board and agreed to by the Master Developer. No signs may be placed for view in windows or in vehicles. Only signs approved by the Declarant and the Master Developer may be used by a Designated Builder or a Volume Builder to advertise during construction. Declarant reserves and shall have the right for itself and its designees, with the agreement of the Master Developer, to place and maintain signs in connection with construction, marketing, sales and rental of Lots and homes and identifying or information signs anywhere on the Property, including with the public and private rights-of-way.

**5.2.26 Solar Energy Devices.** The heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than underground natural gas or electricity may be approved by the MARC. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design and location thereof shall have first been approved by the MARC. To the maximum extent possible under the law, such devices must follow the plane and coloration of the surface upon which they are mounted, and not be visible from the common area, the streets, the taxiways, and the first floor of other residences. All possible steps shall be taken to avoid locating them on the front of the residence.

**5.2.27 Vegetable Gardens.** Reasonably-sized and neatly kept vegetable gardens are permitted in side yards and back yards of Lots.

**TAXIWAYS**

**6.1** Pursuant to Paragraph 3.7 of the Master Declaration, the Master Developer hereby imposes a weight restriction on the taxiways within Unit I of 170,000 pounds gross weight for aircraft.

**6.2** All taxiways which are constructed to a paved width of 75 feet, more or less, shall be subject to a air clearance easement with a total width of 150 feet, 75 feet each way from the center line of the taxiway to permit aircraft to taxi. No fence, wall, architectural feature, structure, vegetation, tree or landscaping of any type, sort or nature shall be permitted within such 150 foot clearance zone which exceeds a height of five (5) feet above the finished grade of the taxiway adjacent thereto.

**ARTICLE VII**

**DECLARANT'S ADDITIONAL RIGHTS**

**7.1 Declarant Activities.** Notwithstanding any provisions contained in the Neighborhood Declaration to the contrary, so long as the Declarant owns any part of the Property, or any Additional Lands, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by Declarant and any community center

which might be owned by the Master Association, as models and sales and business offices. This paragraph may not be amended without the prior written consent of the Declarant until the Declarant no longer owns any of the Property.

**7.2 Special Rights Reserved.** In recognition of the fact that Declarant and each Member have a continuing interest in the implementation by Declarant of its plan of development of the Property, Declarant hereby reserves the right, until Turnover, to approve any and all actions of the Master Association in its sole and absolute discretion, including, but not limited to, the following: (a) the enforcement or non-enforcement by any Person of any of the remedies provided hereunder; (b) the Budget; (c) the Rules; (d) maintenance and services on the Property; (e) Special Assessments; (f) any improvement of the Common Area and changes or modifications in services being furnished to the Property or to the Owners.

**7.3 Development Signage.** Until the Declarant no longer owns any part of the Property it is permitted to place anywhere within the Property, other than upon Lots owned by someone other than that Declarant, sales signage directing potential buyers to sales centers and model homes, temporary banners, principal project features signs and signs on particular homesites depicting rendering of homes to be constructed on the homesite, which shall not exceed three by five feet (3' x 5'). These signs may be affixed to monuments or structures of temporary nature, which monuments or structures shall not be considered part of the sign surface affixed thereto. The signage shall be in harmony with the signage of other aspects of Jumbolair Estates.

**7.4 Full Right.** Until the Declarant no longer owns any part of the Property, the

Declarant, its successors, designees and assigns shall have the right to make such use of the Property as Declarant shall, from time to time, determine. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Property, Declarant hereby reserves for itself, its successors, designees and assigns, the right to use all Common Area and all other portions of the Property, other than Lots not owned by Declarant, in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including, but not limited to, the right to carry on construction and to enter and transact business, construct and maintain models and sales and rental offices, place signs, employ sales and rental personnel, show Lots and homes, and use portions of the Property owned by Declarant or the Association for purposes set forth above and for storage of construction materials and for construction and assembly of construction components without any cost to Declarant and its successors, designees and assigns for such rights and privileges. In addition to its other rights to use the Common Area, Declarant its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale, construction, marketing, maintenance and repair efforts on the Common Area shall suspend the rights of the Owners, the Association and other associations to use the portion of Common Area affected until the Declarant has completed its activities thereon. Declarant shall have the right to construct, maintain and repair Structures and landscaping and other improvements on the unsold Property or, with the

Owner's consent, on sold property, as Declarant deems necessary or appropriate for the development of the Property.

## ARTICLE VIII

### MORTGAGEES' RIGHTS

**8.1 Notices to Mortgagees.** Upon receipt by the Master Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a dwelling unit or Lot, together with a written request from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Master Association shall timely send to such Institutional Mortgagee the following:

A copy of any financial statement of the Master Association which is sent to the Owner of such home or Lot; and

Informal Notice of any termination by the Master Association of any professional management of the Common Area, and the assumption by the Master Association of the self-management of the Common Area; and

Thirty (30) days' prior Informal Notice of the cancellation or termination by the Master Association of any policies of insurance covering the Common Area or any improvements thereon; and

Informal Notice of any damage or destruction to the improvements located on the Common Area which affects a material portion of the Common Area; and

Informal Notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Neighborhood Common Area; and

Informal Notice of any material amendment to, or the abandonment or termination

of, this Declaration; and

Informal Notice of any failure by an Owner owning a home or Lot encumbered by a first mortgage held by such Institutional Mortgagee to perform such Owner's obligations under the Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The Master Association may bill the Owner of the Lot for the cost of providing such notice(s) to the Owner's Mortgagee(s).

**8.2 Failure to Send.** The failure of the Master Association to send any such notice to any such Institutional Mortgagee shall have no effect on any meeting, act or thing which was to have been the subject of such notice, nor affect the validity thereof, nor shall the Master Association be liable to any Institutional Mortgagee or any Owner for any damages arising from the unintentional failure of the Master Association to furnish any such information.

**8.3 Limitation on Liability of Institutional Mortgagees.** Except as set forth in the paragraph below entitled *Maintenance Lien*, the maximum amount of preacquisition Assessments for which an Institutional Mortgagee which acquires title by foreclosure or deed in lieu of foreclosure is liable is the lesser of one percent (1%) of the original mortgage debt or six months' such Assessments. Such Mortgagee's liability for preacquisition Assessments shall not commence until thirty (30) days after the date the Mortgagee received the last payment of principal and interest. Institutional Mortgagees who acquire title by foreclosure or deed in lieu of foreclosure shall be liable for all

Assessments accruing after their acquisition of title.

**8.4 Maintenance Lien.** The lien of an Enforcement Assessment arising out of the Article of this Neighborhood Declaration entitled *Maintenance*, or of a Yard Maintenance Lien, shall not be subordinate to the lien of any mortgage now or hereafter placed upon a Lot subject to assessment, regardless of the time is it assessed and recorded, unless this superiority is waived in writing in a specific instance by Declarant or the Master Association, as appropriate.

**8.5 Amend to Comply.** Declarant may, in its sole discretion, unilaterally amend this Neighborhood Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever.

## ARTICLE IX

### GENERAL PROVISIONS

**9.1 General Provisions.** The following general provisions form a material part of this Neighborhood Declaration.

**9.2 Waiver of Breach or Default.** No waiver by the MARC, the Master Association, an Owner, or the Declarant of any default or breach of any term, condition or covenant of this Neighborhood Declaration shall be deemed to be a waiver of any other



breach of the same or any other term, condition or covenant contained in this Neighborhood Declaration. Further, the failure to exercise rights under this Neighborhood Declaration upon the breach of any of the provisions hereof shall not constitute a waiver of such breach or prevent enforcing strict compliance with any and all terms hereof thereafter.

**9.3 Governing Law and Venue.** This instrument has been prepared in the State of Florida in the United States of America. All questions concerning the meaning, intention and validity of the terms of this Neighborhood Declaration, and all questions relating to the interpretation, performance or enforcement of the provisions of this Neighborhood Declaration shall be judged and resolved in accordance with the laws of the State of Florida in the United States of America. Venue for all such matters shall be in Marion County, Florida.

**9.4 Headings.** The headings above the various provisions herein are to make it easier to locate the subject matter covered by various provisions, and are not intended to be used in construing this Neighborhood Declaration or ascertaining the intentions of the parties.

**9.5 Gender; Plural.** The singular includes the plural, and the masculine includes the feminine and neuter, and vice versa, wherever necessary to effectuate the intent of this Neighborhood Declaration.

**9.6 Transfer of Declarant's Rights.** The Declarant reserves the right to assign without recourse to the Master Association or any other Person or Owner, any or all the rights, powers, duties and obligations of the Declarant under this Neighborhood

Declaration. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons or entities, provided that the transfer shall not reduce the obligation or enlarge a right beyond that contained herein, and provided further that no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Marion County, Florida. Each assignee shall accept such assignment in writing and shall, from and after the date of such assignment, have the same rights and powers of the Declarant under this Neighborhood Declaration and thereupon shall thenceforth be liable in the place of the Declarant for the performance thenceforth of all of the assigned duties and obligations of the Declarant under this Neighborhood Declaration. From and after such assignment the Declarant shall be released from all duties, obligations and liabilities imposed upon or assumed by it under this Neighborhood Declaration. Nothing in this Neighborhood Declaration shall be construed to require Declarant or any successor to develop in any manner whatsoever any additional property other than the Property. For coordination purposes, the Declarant shall provide Informal Notice of any such assignments or transfers to the Master Association, and the Master Developer, but failure to give such Informal Notice shall not invalidate the assignment or transfer.

**9.7 Invalid, Unenforceable, or Illegal Provisions.** Should any provision of this Neighborhood Declaration be, become, or be declared invalid, unenforceable, or illegal, the remaining provisions shall be and continue in full force and effect, and the invalid, unenforceable or illegal provision shall be construed to the maximum extent possible to effectuate its intent and the intent of the rest of the Neighborhood Declaration. In the event

a provision is invalid, illegal, or unenforceable, under law at any given time, it shall not be permanently stricken but rather shall be suspended, and in the event that a later change in the law makes that provision valid, legal or enforceable at such later time, then that provision automatically shall come back into full force and effect contemporaneously with said change in the law.

**9.8 Denial of Partnership.** Nothing herein creates or shall be deemed to create or constitute a partnership between the Master Association and the Declarant, between the Master Association and an Owner, between the Declarant and an Owner of a Lot, or between the Declarant and the Designated Builder. Acceptance of the rights, property ownership interest, deeds, and benefits created and provided hereby constitutes specific acceptance of this provision.

## **ARTICLE X**

### **AMENDMENT**

**10.1 Before Turnover.** Except as otherwise provided herein until Turnover, the Declarant reserves and shall have the sole right, which right may only be exercised with the agreement of the Master Developer: (a) to amend this Neighborhood Declaration for the purpose of curing any ambiguity or any inconsistency among the provisions contained herein, (b) to include in any contract or deed hereafter made any additional covenants and restrictions applicable to the land which is the subject of such contract or deed; (c) to modify, enlarge, amend, delete, increase, decrease, waive or add to provisions of this Neighborhood Declaration without acquiring the approval or joinder of any other Person or mortgagee, all of which shall be conclusively deemed to be within the authority and right

of the Declarant; (d) for any purpose or reason to amend, modify, or grant exceptions or variances from, any of the restrictions set forth in this Neighborhood Declaration without notice to or approval by Owners or mortgagees.

**10.2 After Turnover.** Except as otherwise provided herein, after Turnover, this Neighborhood Declaration may be amended, with the agreement of the Master Developer, in whole or in part, or by a two-thirds (2/3) vote of the Members of the Master Association voting in person or by proxy at a meeting of the Members called for that purpose, except for provisions hereof which require a larger number. A proposed amendment may be instituted by the Declarant, the Master Association, or by petition signed by fifteen percent (15%) of the then Owners of Lots. A written copy of the proposed Amendment, and a written statement of the need giving rise to and purpose of the Amendment, shall be furnished to each Owner with the Informal Notice of the meeting. The recorded Amendment shall contain a certificate of an officer of the Master Association, sworn to under oath, that the Amendment was duly adopted by the Members in accordance with the terms of this Article, and said certificate shall be conclusive as to all parties, and all parties of any nature whatever shall have the right to solely upon said certificate and such recorded Amendment. After Turnover to the Master Association by the Master Developer, the term Master Developer in this paragraph shall mean Master Association.

**10.3 Higher Voting and Quorum Requirements.** After Turnover, amendment to these Declarations that changes or deletes a greater quorum or voting requirements must meet the same quorum or voting requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements prescribed

in the provision being amended. In order to amend a particular provision of this Neighborhood Declaration that requires a vote larger than two-thirds (2/3) for the purpose of that particular provision, the same quorum and vote number called for in the provision must vote to amend it to call for a lesser quorum or number of votes.

## **ARTICLE XI**

### **DURATION; RE-RECORDATION; PERPETUITIES**

**11.1 Duration.** The covenants, reservations, restrictions and other provisions of this Neighborhood Declaration shall bind the Property for a term of thirty (30) years from the date this Neighborhood Declaration is originally recorded, after which time this Neighborhood Declaration shall automatically be extended for successive periods of ten (10) years, unless prior to any renewal date an instrument signed by at least two-thirds (2/3) of the then Owners of record (as of the date of recording) at Jumbolair Aviation Estates has been recorded in the public records of Marion County agreeing to terminate this Neighborhood Declaration in whole or in part.

**11.2 Re-Recordation of Covenants by Board.** The Board is hereby given the right by each Owner to periodically re-record this Neighborhood Declaration, and any Amendments or Supplements hereto, in order to assist in assuring that they continue to run with the land and are not extinguished by the Marketable Record Title Act or other Florida Statute or provision of law.

**IN WITNESS WHEREOF,** the Declarant has caused these presents to be executed on its behalf this 27th day of March, 2001.

Signed, sealed and delivered  
in the presence of:




Carol H. Smith  
(Name printed or typed)

Carol H. Smith

CAROL H. Smith  
(Name printed or typed)

JUMBOLAIR, INC.

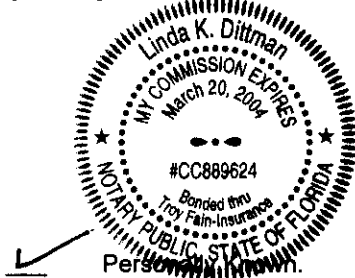
By:   
Jennifer T. Thayer, As President

FILE: 2001029557  
OR BOOK/PAGE 02928/0573

STATE OF FLORIDA  
COUNTY OF ~~MARION~~ Volusia

The foregoing instrument was acknowledged before me this 27th day of March, 2001, by Jennifer T. Thayer, as president for Jumbolair, Inc.. (notary must check applicable box)

{Notary Seal must be affixed}



☒ Person known.  
☐ Produced a current Florida driver's license as identification.  
☐ Type of Identification Produced \_\_\_\_\_

  
Signature of Notary

**Linda K. Dittman**

Name of notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): \_\_\_\_\_

My commission Expires (if not legible on seal): \_\_\_\_\_

Exhibit "A" - Property Submitted to Declaration

**EXHIBIT "A"**

A portion of Sections 16 and 17, Township 14 South, Range 22 East, Marion County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of said Section 16, proceed thence N89°53'22"E along the North boundary of said S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$ , 1326.25 feet; thence continue along said North Boundary, N89°55'42"E 1270.01 feet to a point on the Westerly right-of-way line of County Road No. 200-A (old U.S. Highway 301 - 100 feet wide); thence, departing said North boundary, proceed S00°02'55"W along said right-of-way line, 1115.00 feet to a point of cusp with a curve concave Southwesterly, having as its' elements a central angle of 90°00'00" and a radius of 25.00 feet; thence, departing said right-of-way line, proceed along the arc of said curve in a Northwesterly direction 39.27 feet (chord bearing and distance of N44°57'05"W, 35.36 feet) to the Point of Tangency thereof; thence N89°57'05"W, 105.24 feet; thence N71°30'59"W, 63.24 feet to a point on a non-tangent curve concave Southerly, having as its elements a central angle of 34°05'53" and a radius of 150.00 feet; thence along the arc of said curve in a Southwesterly direction, 89.27 feet (chord bearing and distance of S72°52'09"W, 87.96 feet) to the Point of Tangency thereof; thence S55°49'13"W, 408.34 feet to the point of curvature of a curve concave Northerly, having as its elements a central angle of 34°13'43" and a radius of 210.00 feet; thence along the arc of said curve in a Southwesterly direction, 125.45 feet (chord bearing and distance of S72°56'04"W, 123.60 feet) to the Point of Tangency thereof; thence N89°57'05"W, 1570.00 feet; thence S88°51'24"W, 823.86 feet; thence N00°57'40"W, 1371.51 feet; thence N89°53'22"E, 551.61 feet to the Point of Beginning. Containing 95.0 acres, more or less.