

The key to reading this document is:

Black indicates the old & current document:

RED - Indicates the changed areas: if part of the area is red & underlined then it has completely new wording, if it is not underlined and just red then those words are then same but the section still has changes to it.

Blue indicates something that was removed completely:

ARTICLE I – DECLARATION

The Declaration of Covenants, Conditions, and Restrictions for St. Johns Landing are hereby adopted as part of these Bylaws and incorporated herein by reference.

ARTICLE I – APPLICABILITY

These are the Amended and Restated Bylaws (“Bylaws”) of St. Johns Landing Owners Association, Inc. (the “Association”), a Florida not-for-profit corporation, organized pursuant to the provisions of Chapters 617 and 720, Florida Statutes, 2008, as amended, to the date of filing of the Articles of Incorporation (the “Articles”). The purpose and object of the Association will be to administer the operation and management of St. Johns Landing (the “Property”), which was established in accordance with Chapter 720, Florida Statutes, 2008, regarding Homeowners’ Associations, upon certain real property in Duval County, Florida. All capitalized terms contained herein will have the same meaning as contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for St. Johns Landing (the “Declaration”), to be recorded in the public records of Duval County, Florida.

ARTICLE II – OFFICES

The principal office of St. Johns Landing Owners Association, Inc. shall be located at 11431 Kingsley Manor Way, Jacksonville, Florida 32225. The corporation may also have offices at such places within or without the State of Florida as the Board may from time to time establish.

ARTICLE II – OFFICES

The principal office of the Association shall be located at 11431 Kingsley Manor Way, Jacksonville, Florida 32225. The Association may also have offices at such places within or without the State of Florida as the Board may from time to time establish.

ARTICLE III – MEMBERS

SECTION 1 – MEMBERSHIP AND VOTING RIGHTS: *The qualification of Members of the Association, the manner of their admission to membership and termination of such membership, and the establishment of the voting rights of Members will be as set forth in Article II of the Declaration, the provisions of which are incorporated herein by reference.*

SECTION 1 – PLACE OF MEETING: Meetings of members shall be held at the principal office of the Corporation or at such place within or without the State of Florida as the Board shall authorize.

SECTION 2 – PLACE OF MEETING: Meetings of Members shall be held at the principal office of the Association or at such place within or without the State of Florida as the Board of Directors shall authorize.

SECTION 2 – ANNUAL MEETINGS: The annual meeting of members shall be held on the second Tuesday of November in each year. However, if the day of the annual meeting of the members is a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. The members shall elect a Board of Directors and transact such other business as may properly come before the meeting.

SECTION 3 – ANNUAL MEETINGS: The annual meeting of Members shall be held on the second Tuesday of November in each year. However, if the day of the annual meeting of the Members is a legal holiday, the meeting shall be held on the first day following, which is not a legal holiday. The Members shall elect a Board of Directors and transact such other business as may properly come before the meeting.

SECTION 3 – SPECIAL MEETINGS: Special meetings of the members may be called by the Board of Directors or by the President or at the written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. A meeting requested by members shall be called for a date not less than ten (10) nor more than sixty (60) days after the request is made.

SECTION 4 – SPECIAL MEETINGS: Special meetings of the Members may be called by the Board of Directors or by the President or at the written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership. A meeting requested by Members shall be called for a date not less than fourteen (14) nor more than sixty (60) days after the request is made. **Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.**

SECTION 4 – NOTICE OF MEETINGS: Written notice of each meeting of members shall state the purpose of the meeting and the time and place of the meeting. Notice shall be mailed or delivered to each member having the right and entitled to vote at each meeting at his last address as it appears on the records of the Corporation not less than ten (10) nor more than sixty (60) days before the date set for such meeting. Such notice shall be sufficient for the meeting and any adjournment thereof. If any member shall transfer his lot after notice, it shall not be necessary to notify the transferee. Any member shall waive notice of any meeting either before, during, or after the meeting.

SECTION 5 – NOTICE OF MEETINGS: Written notice of each meeting of Members shall state the purpose of the meeting and the time and place of the meeting. Notice shall be mailed, delivered **or electronically transmitted** to each Member having the right and entitled to vote at each meeting at his last address as it appears on the records of the **Association not less than fourteen (14)** nor more than sixty (60) days before the date set for such meeting **unless waived in writing. Such notice will be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid, upon hand delivery or upon receipt of a delivery confirmation or receipt. Such notice shall be sufficient for the meeting and any adjournment thereof.** If any Member shall transfer his Lot after notice, it shall be necessary to notify the transferee **as provided herein.** Any **Member may, in writing signed by such Member, waive notice of any meeting prior to such meeting, and such waiver, when filed in the records of the Association, will be deemed equivalent to the giving of such notice to such Member.**

SECTION 5 – RECORD DATE: The Board of Directors may fix a record date not more than forty (40) days prior to the date set for the meeting of members as the date as of which the members of record who have the right to vote at such meeting and any adjournment thereof shall be determined. If no record date was fixed by the Board of Directors, then the date of the meeting shall be the record date.

SECTION 6 – RECORD DATE: The Board of Directors may fix a record date not more than forty (40) days prior to the date set for the meeting of the Members as the date as of which the Members of record who have the right to vote at such meeting and any adjournment thereof shall be determined. If no record date was fixed by the Board of Directors, then the date of the meeting shall be the record date.

SECTION 6 – QUORUM: The presence, in person or by proxy, of members entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for each action except as otherwise provided in the Articles *of Incorporation*, the Declaration, or these By-Laws. In case a quorum shall not be present at any meeting, a majority of the members entitled to vote thereat who are present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite of members entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of members entitled shall be represented any business shall be transacted which might have been transacted at the meeting as originally noticed shall be entitled to vote at any adjournments thereof.

SECTION 7 – QUORUM: The presence, in person or by proxy, of Members entitled to cast one half () plus one percent (1%) of the votes of the membership shall constitute a quorum for each action except as otherwise provided in the Articles, the Declaration, or these Bylaws. In case a quorum shall not be present at any meeting, a majority of the Members entitled to vote thereat that are present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of Members entitled to vote shall be present. At any such adjourned meeting at which the requisite amount of Members entitled shall be represented any business shall be transacted which might have been transacted at the meeting as originally noticed shall be entitled to vote at any adjournments thereof.

SECTION 7 – PROXIES: At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

SECTION 8 – PROXIES: At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

SECTION 9 – VOTE REQUIRED: *Except as otherwise required under the provisions of the Articles, these Bylaws, or the Declaration, or where the same otherwise may be required by law, at any meeting of the Members of the Association duly called and at which quorum is present, the acts approved by the affirmative vote of the majority of the Members present in person or by proxy and entitled to vote upon any question will be binding upon the Members.*

SECTION 10 – PRESIDING OFFICER AND MINUTES: *At meetings of Members, the President or, in his absence, the Vice President will preside; in the absence of both, the Members present will select a chairman of the meeting. Minutes will be kept in a businesslike manner and available for inspection by the Board of Directors, Members and their authorized representatives during normal business hours at the principal office of the Association. The Association will retain these minutes for a period of not less than seven (7) years.*

ARTICLE IV – DIRECTORS

SECTION 1 – BOARD OF DIRECTORS: The business of this corporation shall be managed and its corporate powers exercised by a Board of nine (9) directors who shall be members in good standing of the Association. Only one owner of an individual Lot may serve on the Board at the same time.

SECTION 1 – MEMBERS OF THE BOARD OF DIRECTORS: *The first Board of Directors will consist of not less than three (3) persons as designated in the Articles. The number of directors may be increased to nine (9) (but not decreased to less than three (3)) by the affirmative vote of a majority of the Members voting at a duly noticed meeting of Members. The directors shall be Members in good standing of the Association. Only one owner of an individual Lot may serve on the Board of Directors at the same time.*

SECTION 2 – ELECTION AND TERM: Three (3) Directors shall be elected each year to serve a three (3) year term. The Directors shall be elected at the annual meeting of members, and each director elected shall hold office until his successor has been elected and qualified, or until his prior resignation, removal or upon conveyance by the Director of his Lot.

SECTION 2 – ELECTION AND TERM: *The Directors shall be elected each year to serve a three (3) year term. The Directors shall be elected at the annual meeting of Members **by a plurality of the votes cast at which a quorum is present**, and each Director elected shall hold office until his successor has been elected and qualified, or until his prior resignation, removal or upon conveyance by the Director of his Lot.*

SECTION 3 – VACANCIES: If the office of any Director becomes vacant the remaining Directors in office, by a majority vote of all remaining Directors, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term until his successor shall be duly chosen.

SECTION 3 – VACANCIES: *If the office of any Director becomes vacant the remaining Directors in office, by a majority vote of all remaining Directors, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term until his successor shall be duly chosen.*

SECTION 4 – REMOVAL: Any Director may be removed from the Board with or without cause by a majority vote of all members.

SECTION 4 – REMOVAL: *Any Director may be removed from the Board **of Directors in the manner provided by Florida Statute section 720.303(10) for the recall of directors.***

SECTION 5 – QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. Every act or decision done by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION 5 – QUORUM: *A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board **of Directors**, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned. Every act or decision done by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board **of Directors.***

SECTION 6 – PLACE OF BOARD MEETINGS: The Board may hold its meetings at the office of the Corporation, or at such other places within or without the State of Florida as it may from time to time determine.

SECTION 6 – PLACE OF BOARD MEETINGS: *The Board **of Directors** may hold its meetings at the office **of the Association** or at such other places within or without the State of Florida as it may from time to time determine.*

SECTION 7 – ANNUAL MEETINGS: A regular annual meeting of the Board shall be held the second Tuesday of January of each year.

SECTION 7 – ANNUAL MEETINGS: *A regular annual meeting of the Board **of Directors** shall be held the second Tuesday of January of each year.*

SECTION 8 – REGULAR MEETINGS: Regular meetings of the Board shall be held monthly at such times and places as the Board shall from time to time determine.

SECTION 8 – REGULAR MEETINGS: Regular meetings of the Board *of Directors* shall be held monthly at such times and places as the Board *of Directors* shall from time to time determine.

SECTION 9 – SPECIAL MEETINGS: Special meetings of the Board shall be held when called by the President of the Corporation or by an Directors.

SECTION 9 – SPECIAL MEETINGS: Special meetings of the Board *of Directors* shall be held when called by the President of the *Association* or by a Director. *Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.*

SECTION 10 – NOTICE OF MEETINGS: No notice is required for the annual meetings and the regular meetings of the Board. Special meetings of the Board shall be held after not less than three (3) days notice to each Director unless such notice is waived by all Directors. Notice of all meetings of the board shall be posted at a conspicuous place within the Property for at least forty-eight (48) hours in advance, except in cases of emergency.

SECTION 10 – NOTICE OF MEETINGS: *Written notice of all meetings of the Board of Directors will be given by the Secretary, or another officer of the Association, to each Member unless waived in writing.* Notice of all meetings of the Board of Directors shall also be posted at a conspicuous place within the Property for at least forty-eight (48) hours in advance, except in cases of emergency. *Each notice will state the time and place of and purpose for which the meeting is called and will be mailed, delivered, or electronically transmitted to each Member at least fourteen (14) days prior to the meeting. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.*

Meetings of a committee to take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the Association budget are subject to the provisions of this section. Meetings of a committee that do not take final action on behalf of the Board of Directors or make recommendations to the Board of Directors regarding the Association budget are exempt from this section. Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Lot use shall be mailed, delivered, or electronically transmitted to the Lot Owners not less than fourteen (14) days prior to the meeting. Any Member or Director may waive notice of a meeting in writing before, at or after the meeting, and such waiver will be deemed equivalent to the giving of notice.

SECTION 11 -- BOARD MINUTES: *Minutes of all meetings of the Board of Directors will be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association will retain these minutes for a period of not less than seven (7) years.*

SECTION 11 – COMPENSATION: No compensation shall be paid to Directors as such, for their services. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

SECTION 12 – COMPENSATION: No compensation shall be paid to Directors as such, for their services. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

SECTION 13 – POWERS AND DUTIES: *All of the powers and duties of the Association will be exercised by the Board of Directors, including those existing under the laws of Florida, the Articles, these Bylaws, and the Declaration. Such powers and duties will be exercised in accordance with the Articles, these Bylaws, and the Declaration, and will include, without limitation, the right, power and authority to:*

A. Make, establish, amend, and repeal reasonable rules and regulations governing the use of the Lots and the Property, real and personal, provided that such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and the Declaration;

B. Make, levy, and collect assessments, including but not limited to assessments for reserves and for betterments to the Property, against Members and Members' Lots to defray the Common Expenses of the Property as provided in the Declaration, including the right to levy and collect assessments for the purpose of owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing, and otherwise dealing with the Property, including the Lots, as may be necessary or convenient in the operation and management of the Property and the exercise of the powers and duties of the Association;

C. Maintain, repair, replace, operate, and manage the Property as required for the benefit of Members, including the right to repair and reconstruct improvements after casualty, and to further improve and add to the Property;

D. Contract for the management and maintenance of the Property and, in connection therewith, delegate any or all of the powers and duties of the Association to the extent and in the manner permitted herein; and authorize a managing agent, agency, or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Property and the affairs of the Association, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas, with funds as will be made available by the Association for such purposes. All such persons or entities may be so employed without regard to whether any such person or entity is a member of the Association or a director or officer of the Association, as the case may be. The Association and its officers will, however, retain at all times, all powers and duties granted by the Articles, the Declaration, these Bylaws, and applicable law, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

E. Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration, and all regulations governing use of property of and in the Property now existing or hereafter adopted;

F. Pay all taxes and assessments which are liens against any part of the Property other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

G. Purchase and carry insurance for the protection of Members and the Association against casualty and liability, including directors' liability insurance. Additionally, the Association may carry fidelity bonds, if available and required by the Board of Directors;

H. Pay all costs of power, water, sewer, and other utility services rendered to the Property and not billed to the Members individually;

I. Employ personnel for reasonable compensation to perform the services required for proper administration of the Property;

J. Record claims of lien for the payment of assessments due pursuant to the Declaration, and foreclose such liens in accordance with the Declaration and applicable law;

K. Convey a portion of the Common Areas to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings;

L. Review and approve plans of members for the addition to, alteration, or modifications of their Lots in accordance with the Declaration; and

M. Exercise, undertake, and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or by applicable law.

SECTION 14 – LOT OWNER RIGHTS AT BOARD MEETINGS: *Meetings of the Board of Directors shall be open to all Lot Owners. Any Lot Owner may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board of Directors and Members. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt written reasonable rules governing the frequency, duration, and manner of Lot Owner statements. Notwithstanding any other law, the requirement that Board of Director meetings and committee meetings be open to the Lot Owners is inapplicable to meetings between the Board of Directors or a committee and the Association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.*

ARTICLE V – OFFICERS

SECTION 1 – OFFICES: The officers of this corporation shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create by a majority vote of all Directors.

SECTION 1 – OFFICES: The officers of this *Association* shall be a president, vice president, secretary, treasurer and such other officers as the Board *of Directors* may from time to time by resolution create by a majority vote of all Directors.

SECTION 2 – ELECTION AND TERMS: All officers shall be elected by a majority vote of all Directors to hold office until the regular January meeting of the Board following the next annual meeting of the members or until their successors have been elected or appointed and qualified.

SECTION 2 – ELECTION AND TERMS: All officers shall be elected by a majority vote of all Directors to hold office until the regular January meeting of the Board *of Directors* following the next annual meeting of the Members or until their successors have been elected or appointed and qualified.

SECTION 3 – REMOVAL: Any officer, elected or appointed by the Board, may be removed by a majority vote of all Directors with or without cause.

SECTION 3 – REMOVAL: Any officer, elected or appointed by the Board *of Directors*, may be removed by a majority vote of all Directors with or without cause.

SECTION 4 – VACANCIES: If any of the offices become vacant, the Board in its discretion may be a majority vote of all Directors elect or appoint a person to fill such vacancy who shall hold office for the unexpired term until his successor shall be duly chosen.

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SECTION 5 – PRESIDENT: The President shall be the chief executive officer of the Corporation and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. He shall preside at all meetings of members if present thereat.

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SECTION 6 – VICE PRESIDENT: During the absence or disability of the president, the vice president shall have all the powers and functions of the president, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

SECTION 6 – VICE PRESIDENT: During the absence or disability of the president, the vice president shall have all the powers and functions of the president, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

SECTION 7 – SECRETARY: The Secretary shall attend all meetings of the Board and meetings of the members, record votes and minutes of all proceedings, cause notice to be given of all meetings of members and of special meetings of the Board, keep in safe custody the seal of the Corporation, keep appropriate current records showing the members of the Corporation, together with their addresses, keep all documents and records of the corporation as required by law or otherwise in a proper and safe manner, and perform such other duties as may be prescribed by the Board or assigned by the President.

SECTION 7 – SECRETARY: The Secretary shall attend all meetings of the Board *of Directors* and meetings of the Members, record votes and minutes of all proceedings, cause notice to be given of all meetings of members and of special meetings of the Board *of Directors*, keep in safe custody the seal of the *Association*, keep appropriate current records showing the members of the *Association*, together with their addresses, keep all documents and records of the *Association* as required by law or otherwise in a proper and safe manner, and perform such other duties as may be prescribed by the Board or assigned by the President.

SECTION 8 – TREASURER: The Treasurer shall have the custody of the corporate funds and securities, keep full and accurate accounts of receipts and disbursements in the corporate books, deposit all money and other valuables to the credit of the Corporation in such depositories as may be designated by the Board, disburse the funds of the Corporation as may be authorized by the Board, render an account of all transactions and financial conditions of the Corporation whenever requested by the members or the Board and perform such other duties as are assigned by the Board or the President.

SECTION 8 – TREASURER: The Treasurer shall have the custody of the corporate funds and securities, keep full and accurate accounts of receipts and disbursements in the corporate books, deposit all money and other valuables to the credit of the *Association* in such depositories as may be designated by the Board *of Directors*, disburse the funds of the *Association* as may be authorized by the Board *of Directors*, render an account of all transactions and financial conditions of the *Association* whenever requested by the Members or the Board *of Directors* and perform such other duties as are assigned by the Board *of Directors* or the President.

ARTICLE VI – ARCHITECTURAL REVIEW BOARD

SECTION 1 – ARCHITECTURAL REVIEW BOARD: ~~An Architectural Review Board (ARB) consisting of three (3) or more members in good standing of the Association, shall be appointed by the Corporation’s Board of Directors and shall be responsible to the Board of Directors.~~

SECTION 2 – PURPOSE: ~~The ARB shall regulate the external design, appearance, and location of the properties and of the improvements thereon in such a manner as (a) to promote those qualities in the environment which bring value to the properties and (b) to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation, and topography.~~

SECTION 3 – PROCEDURES: ~~In the event the Architectural Review Board fails to approve or disapprove in writing an application within thirty (30) days after the planned specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Corporation’s Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of all Directors.~~

SECTION 4 – GUIDELINES: ~~The ARB may, subject to the approval of the Board of Directors of the Corporation, promulgate policy guidelines and accept the design practices to assist both the ARB and the owners of lots in the process of community design. Such guidelines may be modified and supplemented from time to time subject to the approval of the Board of Directors.~~

ARTICLE VII – COMMITTEES

SECTION 1 – NOMINATING COMMITTEE: A nominating committee consisting of two (2) Directors not up for re-election and three (3) members at large shall be formed at least two (2) months prior to the annual meeting of the membership in November.

ARTICLE VI – COMMITTEES

SECTION 1 – NOMINATING COMMITTEE: A nominating committee consisting of two (2) Directors not up for re-election and three (3) Members at large shall be formed at least two (2) months prior to the annual meeting of the Members in November.

SECTION 2 – PURPOSES: The nominating committee shall develop a slate of nominees for election to the Board of Directors to be presented prior to the annual meeting of the membership in November.

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SECTION 3 – PROCEDURES: Any member in good standing of the Association shall have the right to nominate a member or members of his choice to the nominating committee to be placed on the slate of nominees for election.

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SECTION 4 – OTHER COMMITTEES: The Board of Directors may in its discretion develop other committees as needed.

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ARTICLE VIII – CORPORATE SEAL

The Corporation shall have a seal in circular form bearing the name of the Corporation, the fact that it is a not-for-profit corporation and the year of incorporation.

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The Association may have a seal in circular form bearing the name of the Association, the fact that it is a not-for-profit corporation and the year of incorporation.

ARTICLE IX – FISCAL YEAR

The fiscal year shall begin on the first day of January in each year.

ARTICLE VIII – FISCAL YEAR

The fiscal year for the Association shall begin on the first day of January in each year and conclude on the last day of December in each year.

ARTICLE X – NOTICE AND WAIVER OF NOTICE

~~Whenever any notice is required by the By-Laws, such notice shall be deemed to be sufficient if mailed or delivered to the person entitled thereto at his last known post office address. Such notice shall be deemed to have been given on the day of such mailing or delivery. Whenever any notice whatever is required to be given, a waiver thereof in writing, signed by the person entitled to said notice, whether before or after the time stated therein shall be deemed equivalent thereto.~~

ARTICLE XI – CONDUCT OF BUSINESS WITHOUT MEETINGS

Any action of members, directors, or committees may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all persons who would be entitled to vote on such action at a meeting and filed with the Secretary of the Corporation as part of the proceedings of the members, directors, or committees as the case may be.

ARTICLE IX – CONDUCT OF BUSINESS WITHOUT MEETINGS

Any action of Members, Directors, or committees may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all persons who would be entitled to vote on such action at a meeting and filed with the Secretary of the Association as part of the proceedings of the members, directors, or committees as the case may be.

ARTICLE XII – AMENDMENTS

These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of members in person or by proxy.

ARTICLE X -- AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of Members in person or by proxy.

These By-Laws were signed and witnessed thereof on the 7th day of December, 1995, certifying that the forgoing By-Laws constitute the By-Laws of St. Johns Landing Owners Association, Inc., as approved by a majority vote of all members and duly adopted by the Board of Directors.

These By-Laws were signed and witnessed thereof on the (TO BE FILLED IN WHEN APPROVED), certifying that the forgoing By-Laws constitute the By-Laws of St. Johns Landing Owners Association, Inc., as approved by a majority vote of all members and duly adopted by the Board of Directors.

COVENANTS, CONDITIONS AND RESTRICTIONS FOR ST. JOHNS LANDING

RED - Indicates the changed areas, if part of the area is red & underlined then it has completely new wording, if it is not underlined and just red then those words are then same but the section still has changes to it.

ARTICLE I – DEFINITIONS

SECTION 1 – ANNEXATION: “Annexation” shall mean and refer to the addition of “Future Development Property”, at the option of Declarant, to the development community created herein and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by recording by Declarant of an amendment to this Declaration in the public records of Duval County, Florida, describing the property to be annexed and recording a subdivision plat of such property to be annexed. Any such Annexation shall be made in accordance with the terms set forth in Article VIII hereof.

SECTION 2 – ARCHITECTURAL REVIEW BOARD: “Architectural Review Board” or “ARB” shall mean and refer to the board established by the Association to review Exterior Improvements, and approve or disapprove them. The rights, duties and obligations of the Architectural Review Board shall be more fully set forth herein and in the Bylaws of the Association. The procedures for review by the Architectural Review Board shall be as set forth in the Bylaws.

SECTION 2 – ARCHITECTURAL REVIEW BOARD: “Architectural Review Board” or “ARB” shall mean and refer to the board established pursuant to the provisions of, and for the purposes set forth in Article XII of this Declaration.

SECTION 3 – ARTICLES: “Articles” shall mean and refer to the Articles of Incorporation of the Association.

SECTION 4 – ASSESSMENT: “Assessment” shall mean and refer to a share of Common Expenses required for the payment of the Common Expenses which from time to time shall be assessed against the Lots and the Owners thereof.

SECTION 5 – ASSESSMENT PERIOD: “Assessment Period” shall mean and refer to the same period as a calendar year, from January 1 to December 31 of any given year.

SECTION 6 – ASSOCIATION: “Association” shall mean and refer to St. Johns Landing Owners Association, In., a corporation not-for-profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

SECTION 7 – BYLAWS: “Bylaws” shall mean and refer to the Bylaws of the Association as may be amended from time to time.

SECTION 7 – BYLAWS: “Bylaws” shall mean and refer to the Bylaws of the Association, as may be amended from time to time. The Bylaws are attached hereto as Exhibit “C” and are hereby incorporated by reference into this Declaration.

SECTION 8 – BOARD OF DIRECTORS: “Board of Directors” shall mean and refer to the Association’s Board of Directors.

SECTION 9 – COMMON EASEMENT AREAS: “Common Easement Areas” shall mean and refer to portions of the Property and Common Property which are owned exclusively by Members or are dedicated to governmental entities, but in which the Association (and/or its duly authorized agents) reasonably requires limited rights of use, ingress, and egress for the purposes specified in Articles IV.

SECTION 10 – COMMON EXPENSES: “Common Expenses” shall mean and refer to all expenses or charges incurred or to be incurred by the Association for operation, management, maintenance or enhancement of the Common Property, and Common Easement Areas and to be assessed against the lots and the Owners thereof.

SECTION 11 – COMMON PROPERTY: “Common Property” shall mean and refer to such property, intended for the common use and enjoyment of the owners, members, associate members and such other persons as may be approved by the Association, from time to time, as may be conveyed by Declarant to the Association pursuant to the provisions of this Declaration or as may be otherwise acquired by the Association, from time to time.

SECTION 12 – COMMON SURPLUS: “Common Surplus” shall mean and refer to the excess of all receipts of the Association, including, but not limited to , assessments, rents, profits, and revenues on account of common elements, over the Common Expenses.

SECTION 13 – DECLARANT: “Declarant” shall mean and refer to DevRin, N.V., a Netherlands Antilles Corporation, its successors and assigns.

SECTION 14 – EXTERIOR IMPROVEMENTS: “Exterior Improvements” shall mean and refer to any building, fence, wall, landscaping, lighting, wall, sign, alteration, addition, site paving, fountain, grading, parking, screen enclosure, sewer, drain, disposal system, decoration, sidewalk, wire, antenna, cable, berm, game, or any other structure, excavation, or other change in the Property either (1) which can be seen, heard, or smelled from a street, the St. Johns River, Common Property, and/or adjacent Lot, or (2) which, even if not seen, heard, or smelled, may have an effect upon the functioning or use of another Lot, Common Property, another part of the Property, and/or any dedicated street or right of way.

SECTION 15 – FUTURE DEVELOPMENT PROPERTY: “Future Development Property” shall mean and refer to that certain real property more particularly described in Exhibit “B” attached hereto and any other property adjacent to the property described in Exhibit “A” or Exhibit “B”.

SECTION 16 – LOT: “Lot” shall mean and refer to any of the plat of land shown upon the recorded subdivision plat of the Property and a recorded subdivision plat of the Future Development Property if such property is developed and annexed as herein set forth, with the exception of the Common Property and dedicated streets and rights of way.

SECTION 17 – MEMBER: “Member” shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article II hereof.

SECTION 18 – MORTGAGEE: “Mortgagee” shall mean and refer to any holder of a mortgage encumbering a portion of the Property as security for the performance of an obligation and insurer or guarantor of such mortgage including without limitation the Veterans Administration (VA) or Federal Housing Authority (FHA) and/or a purchaser of such mortgages in the secondary market including without limitation Federal National Mortgage Association (FNMA) and Governmental National Mortgage Association (GNMA).

SECTION 19 – OWNER: “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 property and the Future Development Property if such property is developed and annexed as herein set forth, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term “Owner” shall not mean or refer to any mortgagee or grantee or beneficiary under a deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

SECTION 20 – PHASE: “Phase” as used herein shall mean and refer to the stages of development of the Property and Future Development Property utilized by the Declarant. Each Phase shall be identified by a separate subdivision Plat.

SECTION 21 – PROPERTY: “Property” shall mean and refer to that certain real property more particularly described on Exhibit “A: attached hereto, containing eighty-eight (88) Lots and additional lands as shown on the Plat of the Property.

SECTION 22 – TRANSFER OF CONTROL: “Transfer of Control” shall mean and refer to the point in time at which Declarant converts its membership in the Association from Class B membership to Class A membership.

**ARTICLE 11 – MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION**

SECTION 1 – MEMBERSHIP: Every owner of a Lot in the Property and the Future Development Property, if such property is developed and annexed as herein set forth, shall be a Member of the Association. Such membership shall be coincident with and appurtenant to the ownership of the Lot, and shall not be separately transferable and must be transferred with a transfer of the Lots. Conveyance of a Lot shall also be a transfer of Membership in the Association, which Membership shall be considered to be an appurtenance to a Lot, Persons or entities who or which own a Lot merely as security for the performance of an obligation shall not be Members of the Association.

SECTION 2 – ASSOCIATE MEMBERSHIP: Every person who is entitled to possession and occupancy of any Lot as a tenant or lessee of a Lot shall be an Associate Member of the Association, and shall be privileged to use the Common Property and facilities subject to this Declaration, as amended from time to time, and shall be subject to the rules and regulations of the Association. Associate Members shall not be entitled to a vote in the Association.

SECTION 3 – VOTING RIGHTS: The Association shall have two classes of voting membership:

CLASS A – Class A Members shall be all Owners who have taken title to one or more Lots from the Declarant, or from a successor in title to the Declarant, which shall include Lots on Future Development Property, if such property is annexed as herein provided. Class A Members shall be entitled to one vote for each Lot in which they hold an interest required for membership in Section 2 hereof. When more than one person holds such interest in a 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 – Class B Member shall be Declarant, which shall be entitled to three (3) votes for each Lot owned, from time to time. The total number of votes of the Class B Member shall be increased at the time of annexation of Future Development Property to increase the Class B Members vote by three (3) votes for each lot owned within, the annexed property. The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration. The Class B Membership shall cease and shall be converted to Class A Membership not later than ten (10) years from the incorporation date of the Association. However, at the sole option of the Class B Member, Class B Membership may cease and be converted to Class "A" Membership, with one vote per Lot, at any time prior to the expiration of such ten (10) year period.

SECTION 4 – MEMBERSHIP AND VOTING PROCEDURE: The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for Association membership meetings and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Declarant as set forth herein.

ARTICLE 111 – PROPERTY RIGHTS IN THE COMMON PROPERTY

SECTION 1 – MEMBERS’ EASEMENT OF ENJOYMENT: Subject to the provisions of Section 3 of this Article III, every Member shall have a right and an easement of enjoyment, ingress and egress in and to

the Common Property. Such easement shall be appurtenant to and shall pass with the title to each Lot, whether or not the same shall be referred to in any deed conveying title to any Lot.

SECTION 2 – TITLE TO COMMON PROPERTY: Declarant shall convey to the Association the fee simple title by Special Warranty Deed to the Common Property prior to Transfer of Control.

SECTION 3 – EXTENT OF MEMBERS' EASEMENTS: The right and easement of enjoyment created hereby shall be subject to the following:

- (a) The rights of other Members to use and enjoy the Common Property and the restriction upon each Member to exercise this/her rights of use and enjoyment so as not to hinder, impair or encroach upon the rights of other Members to use and enjoy the Common Property; and
- (b) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Property; and
- (c) The right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property and in air thereof, to mortgage said properties. In the event of a default upon such mortgage, the lender's rights there under shall be limited by the rights of the Members as described herein; and
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure; and
- (e) The right of the Association to suspend the enjoyment of the Common Property by, and voting rights of, any Member for any period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations provided, however, in no event may the Association deny an Owner the use of the entrance areas or roads so as to prohibit ingress and egress to his Lot; and
- (f) The right of the Declarant or the Association to dedicate, transfer, or grant an easement over all or any part of the Common Property to any utility, public agency, or authority for the purpose of providing utility services, including, but not limited to, water, sewer, electricity, telephone, storm drainage and cable television, to the Common Property, the Property or the Future Development Property; and
- (g) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes other than those set forth in section (f) above, and subject to such conditions as may be agreed to by the Members; and
- (h) The right of the Association to sell, convey, or transfer the Common Property or any portion thereof to any third party for such purposes and subject to such conditions as may be agreed upon by the Members; and
- (i) The right of the Association to adopt reasonable rules and regulations pertaining to the Common Property.

SECTION 4 – DELEGATION OF USE: Any Member may delegate, in accordance with the provisions of the Bylaws, his right of use and enjoyment, ingress and egress of and to the Common Property to the members of his family, his tenants, or contract purchasers who reside in the Property.

ARTICLE IV – COMMON EASEMENT AREAS

SECTION 1 – ASSOCIATION'S RIGHTS: The Declarant reserves unto itself and to the Association, and their duly authorized agents, rights of use, ingress, and egress in the Common Easement Areas for limited purposes of accomplishing the following:

- (a) To furnish utility and cable television services to the Lots and Common Property, or
- (b) To enable the association to fulfill any obligation it may have to maintain a Common Easement Area; or,
- (c) To enable the Association to furnish other services and/or amenities for its Members where such are reasonable desirable or beneficial to the Members generally, provided the Member who exclusively owns the particular Lot or Property upon which this Easement Right is to be exercised is not substantially deprived of its property rights; or,
- (d) To take such other action as may be reasonable or necessary to the exercise of any easement rights contained herein or on the plat.

SECTION 2 – DEFINITION OF COMMON EASEMENT AREA: The Common Easement Areas include, but are not limited to, the following:

- (a) Portions of dedicated streets and rights of way that the Association is responsible or is obliged to maintain, to include, but not to be limited to, any landscaping or signage which is located upon islands or street corners within the dedicated street and right of way; and
- (b) Drainage, utility, and sewer easement areas as indicated on any recorded plats; and
- (c) Detention/Retention basins as indicated on any recorded plats; and
- (d) Jacksonville Electric Authority Easement Areas as indicated on any recorded plats; and
- (e) Buffer and landscaping easement areas as indicated on any recorded plats; and
- (f) Private sign easement areas as indicated on any recorded plats; and
- (g) The non access easement areas for wall and fence along Fulton Road, as indicated on any recorded plats; and
- (h) The riverfront rip rap revetment area and an area within twenty (20) feet thereof reasonably required for maintenance; and
- (i) Such other areas as are reserved in Warranty Deeds or other duly executed documents recorded in the Current Public Records; and
- (j) Such additional Common Easement Areas as may be reserved or granted in the future; and
- (k) Such additional Common Easement Areas as may be necessarily added as a result of a governmental entity legally imposing obligations upon the Association.

SECTION 3 – AGREEMENT OF LOT OWNERS: All parties who take title to a Lot located upon the Property or the Future Development Property, if such Future Development Property is annexed hereto, agree to grant such easements the Association may request as are reasonably necessary to accomplish the purposes of this Article IV.

SECTION 4 – NO OBLIGATION ON PART OF ASSOCIATION: The reservation of these easements and rights to the Association in this Article IV, does not create or impose upon the Association any obligation of maintenance of the Common Easement Areas or of furnishing any certain services to the Property, the Common Property or Common Easement Areas.

ARTICLE V – MISCELLANEOUS EASEMENTS

SECTION 1 – UTILITY EASEMENTS: Until such time as Declarant transfers control of the Association to the Lot Owners, the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through, and under any portion of the Property or Common Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and service systems, public and private, including without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables, or other improvements installed on such easements. Upon transfer of control, the Association shall have the right to grant the easements described herein.

SECTION 2 – DECLARANT’S EASEMENT OF CORRECT DRAINAGE: Until such time as Declarant transfers control of the Association, Declarant hereby reserves blanket easement on, over, and under the ground within the Property and the Common Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety, and appearance.

SECTION 3 – EASEMENT FOR UNINTENTIONAL ENCROACHMENT: The Declarant hereby reserves unto itself and to the Association an exclusive easement for the unintentional encroachment by any Lot upon the Common Property or vice versa caused by or resulting from, construction, repair, shifting, settlement, or movement of any portion of the Property or the Common Property, which exclusive easement shall exist at all times during the continuance of such encroachment to the extent of such encroachment.

SECTION 4 – ENTRY EASEMENT FOR NON-MAINTENANCE OR EMERGENCY: In the event that Owner fails to maintain a Lot as required herein or in the event emergency repairs are necessary, Declarant reserves unto itself its successors and assigns, and the Association an easement for entering upon

any Lot to make emergency repairs to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry onto the Lot as provided herein shall not be deemed a trespass and the Declarant its successors and assigns or Association shall not be liable for any damage so created unless such damage is caused by such party's willful misconduct or gross negligence.

ARTICLE VI – COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1 – CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

The Declarant, for each Lot owned within the Property and Future Development Property, if such property is developed and annexed as herein set forth, hereby covenants, and each Owner of any Lot by acceptance of a deed there for, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessment lien referred to herein shall attach to the Lot as of the date of recording in the Public Records of Duval County, of a Claim of Lien which sets forth the legal description of the Lot, the name of the owner(s) of such Lot, the amount of delinquent assessments due plus interest, costs and attorney's fees claimed and which shall be signed by a duly authorized officer of the Association in the form required for recording. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them; however, the delinquent assessment shall remain a lien against the property until paid.

SECTION 2 – PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and the Future Development Property, if such property is developed and annexed as herein set forth, and for the improvement and maintenance of the Common Property and the Common Easement Areas, if necessary. The Association, in determining the Common Expenses, and as a result, the assessments, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Property and Common Easement Areas, if necessary.

SECTION 3 – CAPITAL CONTRIBUTION: A Capital Contribution fixed by the Board of Directors of the Association in an amount of no more than two hundred dollars (\$200.00) and no less than an amount equal to two monthly assessments for a Lot, shall be assessed and collected at the closing of the purchase and sale of a Lot from Declarant to an Owner. If the conveyance of the Lot by Declarant is to an approved St. Johns Landing Builder of a vacant Lot, the payment of the required Capital Contribution shall be deferred until the first of the following events to occur: (I) the Lot is conveyed by said Builder to a third party purchaser; or (ii) the Lot is occupied. All Capital Contributions collected shall be placed in an account controlled by the Association at the time of receipt of such Capital Contribution and be held for the use and benefit of the Association.

SECTION 4 – MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be three hundred and No/100 Dollars (\$300.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, by the Board of Directors of the Association, not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased more than fifteen percent (15%) above the maximum assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose provided there is a quorum present at such meeting in accordance with the requirements of Section 6 below.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 5 – SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association by levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or Common Easement Area, if necessary, including fixtures and personal property related thereto or for such other purpose as may be approved by the Board of Directors, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 6 – NOTICE AND QUORUM FOR ANY ACTION REQUIRING VOTE OF MEMBERS: Written notice of any meeting called for the purpose of taking any action requiring a vote of the members shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast a majority of all the votes and each class of membership shall constitute a quorum.

SECTION 7 – UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate for all Lots. Assessments on Lots will be collected on an annual basis in advance, with the first annual assessment being prorated from the date of closing to December 31 of the year in which the closing takes place.

SECTION 8 – NON UNIFORM ASSESSMENT: In the event an Owner or his family, guest, tenant or invitees damage the Common Property as provided in Article X, Section 3, such Lot and Owner may be subjected to a non uniform assessment for payment of such damage, after notice and hearing as set forth in Article X, Section 3.

SECTION 9 – DATE OF COMMENCEMENT OF ANNUAL AND SPECIAL ASSESSMENTS:

DUE DATES: The annual and special assessments shall commence as to each respective Lot upon the first of the following events to occur (i) on the date of residential occupancy, (ii) ten (10) months after the date of the first conveyance by the Declarant or (iii) date of Transfer of Control. However, any approved builder's model lot shall be exempt from the annual and special assessments until date of residential occupancy or date of Transfer of Control, whichever occurs first. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 10 – EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 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 property of the Owner and shall be entitled to all costs and reasonable attorney's fees incurred in such action. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Property or abandonment of his Lot.

SECTION 11- SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessment provided for herein shall be subordinate to the lien of any institutional mortgage unless a claim of lien 3 was recorded prior to the date of recording of such institutional mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which are extinguished

pursuant to the terms of this Section shall be allocated to all Unit Owners equally and assessed as a Common Expense.

SECTION 12 - EXEMPT PROPERTY: The following properties shall be exempt from the assessments created herein: (I) all properties dedicated to, and accepted by, a governmental entity, and (ii) if approved in writing by the Board of Directors, property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida.

SECTION 13 – RESERVES: The Board shall establish and maintain an adequate reserved fund for the periodic maintenance, repair and replacement of improvements to the Common Easement Areas and Common Property. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the regular annual assessments to be held in reserve in an interest-bearing account or investments or reserves for:

- (a) Major rehabilitation or major repairs;
- (b) For emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss; and
- (c) Initial cost, if any, of new service to be performed by the Association

SECTION 14 – MANAGEMENT: The Declarant and/or Board of Directors may enter into a contract with any person or corporation to contract for the maintenance and repair or management of the Common Property and Common Easement Areas, and may delegate to the management all the powers and duties of the Association, except the powers and duties of the Board. The management may be authorized to determine the budget, make assessments, pay expenses, collect assessments, and carry out rule enforcement. Any management contract entered into pursuant to this section prior to Transfer of Control of the Association to the Lot Owners shall contain a provision stating that such contract may be terminated, without cause, upon ninety (90) days written notice to the manager.

SECTION 15 – DEVELOPER GUARANTEE: Declarant hereby guarantees that the annual assessment rate for each Lot shall not exceed a maximum amount of Three Hundred and No/100 Dollars (\$300.00) for the year ending December 31, 1985. Until Transfer of Control, Declarant shall pay the amount of Common Expense incurred which cannot be paid from the assessments. In exchange for this guarantee of initial assessment rate and the agreement of Declarant to fund the deficit, Declarant shall be excused from payment of assessments on Lots owned by the Declarant until Transfer of Control.

ARTICLE VII – COVENANTS AND RESTRICTIONS

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

SECTION 1 – RESIDENTIAL USES: Lots shall be used for residential living units and for no other purpose, and no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof except temporary sales offices, models, entrance wall sign, sales and builder signage during development.

SECTION 2 – ANTENNAE: No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless screened from view of the neighboring Owners and from the street.

SECTION 3 – BOATS AND MOTOR VEHICLES: All boats, trailers, and recreational vehicles that are to be parked on Owner's Lot, must be parked in the back or along side of the Owner's home. No Part of a boat or trailer may extend past a setback line of ten (10) feet behind the front most part of the Owner's home facing the street. All boats, trailers, and recreational vehicles must present a clean and neat appearance. The ARB may grant a variance to this covenant after working with the owner and adjacent homeowners to devise a plan to maintain a clean, neat, and orderly appearance, if possible, and if it is not, then no variance may be

granted. No maintenance or repair which necessitates placing vehicles or boats on blocks, or otherwise, extending for a period greater than ten (10) daylight hours, or one day, may be performed upon any boat or motor vehicle upon any lot without the prior written approval of the Association, except within a building totally obscured from view of neighboring lots and the street. The ARB is empowered to designate the frontline of homes located on cul-de-sacs and corner lots for the purpose of giving a variance; however, under no conditions may a variance be granted, to park a boat, trailer, or recreational vehicle in front of any home. (Amended December 6, 1991 by Board of Directors, Artice Parker, Jr., President)

SECTION 4 – TREES: No tree or shrub, the trunk of which exceeds eight (8) inches in diameter, shall be cut down, destroyed or removed from a Lot without the prior written consent of the ARB.

SECTION 5 – ARTIFICIAL VEGETATION: No artificial grass, plants, or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Lot unless approved by the ARB.

SECTION 6 – CLOTHES DRYING AREA: No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street. No clothes lines are permitted.

SECTION 7 – EXTERIOR IMPROVEMENTS: No Exterior Improvement shall be commenced, erected, or maintained until such Exterior Improvement has been approved in writing by the Architectural Review Board.

SECTION 8 – NUISANCES: Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. An activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

SECTION 9 – SIGNS: No signs may be placed on any Lot without the written approval of the ARB. No “For Rent” or “For Sale” signs shall be placed on any Lot except by the Declarant or Declarant’s designated builders until Transfer of Control.

SECTION 10 – MAINTENANCE: No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse piles or unsightly objects shall be allowed to be placed or be permitted to remain anywhere on any Lot. The Owner shall maintain the exterior of all buildings and improvements on his Lot in good and workmanlike manner, and shall present a neat and clean appearance upon the Lot. In the event that any Owner fails or refuses to keep his Lot free of weeds, underbrush, refuse piles, debris or other unsightly growths of objects, or to keep the buildings or improvements on his Lot in a good and workmanlike manner, or in a neat and clean appearance, the Association or its’ agents may enter upon the Lot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any lot.

SECTION 11 – GAMES AND PLAY STRUCTURES: All tennis courts and other play structures (except basketball backboards) shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature (except basketball backboards) shall be constructed on any part of a Lot located in front of the rear line of the residence constructed on the Lot, and any such structure must have prior written approval of the ARB. No basketball backboards may be installed adjacent to the street or any cul-de-sac.

SECTION 12 – FENCES AND WALLS: No fence or wall shall be constructed on any Lot without the written approval of the ARB.

SECTION 13 – GARBAGE AND TRASH CONTAINERS: No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed on the curb. The Association will be entitled to specify the type of trash container to be used by each Owner, and to contract for trash removal for all of the Property and Common Property or for specific areas within the Property or Common Property.

SECTION 14 – TEMPORARY STRUCTURES: Unless first approved in writing by the ARB, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except that Lots may be used by Declarant and authorized builders as a Sales Office or Model.

SECTION 15 – MAILBOXES: No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style and location. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the ARB shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

SECTION 16 – ENERGY CONSERVATION: Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics, and may not be constructed without ARB written approval.

SECTION 17 – UTILITY CONNECTIONS: Permanent building connections for all utilities including, but not limited to, water, electricity, telephone and television, shall require ARB written approval. All exterior lighting plans including any modifications or changes to existing plans shall require prior written approval by the ARB.

SECTION 18 – AIR CONDITIONING EQUIPMENT: Central air conditioning units only shall be permitted within the Property and the Common Property, and window or wall air conditioning units shall be prohibited.

SECTION 19 – WINDOW COVERINGS: No reflecting window coverings or treatments shall be permitted on any building in the Property or the Common Property. The ARB, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area of the Property and/or Common Property where located.

SECTION 20 – OFF-STREET MOTOR VEHICLES: No motorized vehicle may be operated off of paved roadways and drives except as specifically approved in writing by the ARB for the purpose of maintenance, construction, security or similar purposes.

SECTION 21 – NOISE: Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instrument, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot, or outside the boundaries of the Unity from which it originates, and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

SECTION 22 – PETS AND ANIMALS: The maintenance, keeping, boarding, and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is generally prohibited within any part of the Property and Common Property.

SECTION 22 – PETS AND ANIMALS: The maintenance, keeping, boarding, and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is generally prohibited within

any part of the Property and Common Property. Please see Jacksonville's city ordinance ???? for regulations and restrictions. If you do file a complaint with the city you are required to forward a copy to the board within 72 hours in order to keep them informed.

SECTION 23 – ADDITIONAL USE RESTRICTIONS: The Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) as the Board, at its sole discretion, deems appropriate.

SECTION 24 – BUILDING SIZE LIMITATIONS: No building shall be erected on any Lot other than a detached single family residence containing not less than eighteen-hundred (1800) square feet of livable enclosed floor area (exclusive of open or screen porches, patios, terraces, and garages), not to exceed thirty-five (35) feet in height, and with a private garage for not less than two (2) cars with a minimum width of twenty (20) feet and a minimum length of twenty(20) feet as measured from the inside wall of the garage, and with no garage door openings facing the street.

SECTION 25 – PARKING: No motor vehicle, boat, or other recreational vehicle shall be parked within the area designated on the Plat as a street or right of way nor within an area of any Lot that is not paved, without the prior written approval of the Board of Directors. All Owners of Lots shall register with the Association all motor vehicles, boats and other recreational vehicles by providing all information which is required for the State Registration Certificate.

SECTION 26 – IMPROVEMENTS TO RECREATION COMPLEX: Permanent improvements within 50'(feet) of adjacent property lines must have the written consent of the adjacent property owners along with the approval of the Declarant and the Board of Directors of the Association. (Amended September 14, 1994 by Declarant, Walter T. Boney)

ARTICLE VIII – ANNEXATION OF PROPERTY

SECTION 1– DECLARANT'S ANNEXATION: The Declarant shall have the right until ten (10) years from the date of recording this Declaration from time to time, and in its sole discretion, to annex additional lands to the Property.

SECTION 2 – MEMBERS ANNEXATION: The Owners may annex additional lands to the Property with the approval of 2/3 of each class of Owners of the Lots within the Property.

SECTION 3 – FHA AND/OR VA GENERAL PLAN: If the approval of the Federal Housing Administration (FHA) and/or the Veteran's Administration (VA) has been obtained, then any annexations under Section 1 or 2 above shall be in accord with the General Plan theretofore approved by the FHA or VA.

SECTION 4 – SUPPLEMENTAL DECLARATIONS: Any such additions authorized in Section 1 or 2 above may be made by filing of record one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Properties subject to this Declaration. In the case of Annexation under Section 1 above the supplemental declaration shall be signed by a duly authorized officer of Declarant and in the case of Annexation under Section 2 above shall be signed by 2/3 of the Owners of each Class of Owners, or by a duly authorized officer of the Association and shall include a sworn statement that 2/3 of the Owners of each Class have approved the Annexation. Such supplemental declaration shall be executed with all of the formalities required for recording a valid Supplementary Declaration in the Public Records and shall become effective upon being recorded in the Public Records of Duval County, Florida.

SECTION 5 – EFFECT OF ANNEXATION: In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition

of Property for all purposes of this Declaration, and each Owner of a Lot shall be a Class “A” or “B” Member and the votes of members of the respective classes shall be adjusted accordingly.

ARTICLE IX – RIGHTS OF MORTGAGEES

SECTION 1 – MORTGAGEE NOTICE RIGHTS: Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the lot number or street address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot securing its mortgage.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot on which it holds, insures or guarantees a mortgage, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

SECTION 2 – MORTGAGEE AND OWNER INFORMATION: The Association shall make available to Owners and Mortgagees, Insurers or Guarantors of any first mortgage current copies of this Declaration, Articles, Bylaws and Rules, Books, Records and Financial Statements of the Association. “Available” means available for inspection upon request during normal business hours or under other reasonable circumstances.

SECTION 3 – FINANCIAL STATEMENTS: Any holder of a first Mortgage on any Lot is entitled, upon written request, to a copy of the Financial Statement for the immediately preceding fiscal year.

ARTICLE X – RECONSTRUCTION OR REPAIR

SECTION 1 – DAMAGE TO COMMON PROPERTY: In the event that any portion of the Common Property is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association within one hundred twenty (120) days from the date of destruction or damage, unless such time period is extended by the Board of Directors. Repair or reconstruction of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit may be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association. Any repair or reconstruction made hereunder must be approved by the ARB.

SECTION 2 – DAMAGE TO THE LOTS: In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored within one hundred twenty (120) days from the date of destruction or damage, unless such time is extended by the Board of Directors of the Association. In the event that the Owner elects not to repair or to rebuild the improvements on the Lot, the Owner shall clear the debris and have the Lot leveled within sixty (60) days from the date of destruction or damage, unless such time is extended by the Board of Directors. Any repair or reconstruction made hereunder must be approved by the ARB.

SECTION 3 – DAMAGE TO COMMON PROPERTY DUE TO OWNER NEGLIGENCE: In the event that the Common Property is damaged as a result of the willful or negligent acts of the family, guests, tenants, or invitees of the Owner or the Owner’s Tenants, such damage shall be repaired by the Association and the cost thereof shall be added and become a part of the assessment to which the Lot of such Owner is subject and for which the Lot Owner is personally liable. Prior to the addition of the special assessment against a Lot Owner under this Section, the Owner shall be entitled to reasonable notice of the meeting of the Board of Directors at which the Board of Directors will consider the additional assessment. The Lot Owner and any other Lot Owners shall be entitled to present evidence to the Board that such Lot Owners consider relevant to the Board’s consideration of the assessment. After consideration of the available evidence the Board shall vote on the additional assessment and approve or disapprove the same. In the event the Board

disapproves the assessment against the Lot Owner, the amount required to made the repairs shall be added to Common Expense.

ARTICLE XI – GENERAL PROVISIONS

SECTION 1 – ASSIGNMENT OF DECLARANT’S RIGHTS: The Declarant shall have the sole and exclusive right at any time and from time to time, to transfer and assign to any person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Declarant in these covenants and restrictions. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Board of Directors of the Association.

SECTION 2 – AMENDMENTS BY DECLARANT: The Declarant reserves and shall have the following rights, until Transfer of Control:

- (a) to 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) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;
- (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions and easements applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and
- (d) to release any Lot from any part of the covenants and restrictions which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.
- (e) To annex additional property and make such property subject to this Declaration.

Any amendments to this Declaration of Covenants, Conditions and Restrictions shall be executed in such form as to make such Amendment valid and to permit recording in the Public Records and shall be effective from and after the date of recording in the Current Public Record of Duval County, Florida.

SECTION 3 – AMENDMENTS GENERALLY: An amendment to this Declaration, other than an amendment made by Declarant pursuant to Section 2 above, can be made upon approval of 2/3 of the Members of each Class of membership. The amendment shall be signed by (i) Members constituting 2/3 of the Members of each Class or, (ii) a duly authorized officer of the Association, including a sworn statement by such officer that the amendment was approved, in writing or a duly noticed and called meeting of the Association, by 2/3 of the members of each Class of membership and shall be effective from and after the date of recording of such amendment in the Public Records of Duval County, Florida.

SECTION 4 – TRANSFER OF CONTROL: The ramifications resulting from Transfer of Control include, but are not necessarily limited to the following:

- (a) all Class B votes shall be eliminated, and all provisions requiring Class B vote shall be eliminated;
- (b) Declarant’s votes shall be reduced from three (3) votes per Lot to one vote per Lot;
- (c) Declarant shall be assessed like any other Class A member, and Declarant shall no longer be obligated to fund the deficit set forth in Article VI, Section 15 above;
- (d) Declarant shall relinquish its right to annex additional lands to the Property in accordance with the provisions set forth in Article VIII, Section 1 above;
- (e) Declarant shall relinquish its utility easements, easements to correct drainage, easement for unintentional encroachment, and entry easements for non-maintenance or emergency as set forth in Article V above and such rights shall thereafter be vested solely in the Association;
- (f) Declarant shall relinquish its right to amend the Declaration, in accordance with the provisions set forth in Article XI, Section 2 above; and
- (g) Declarant may retain a majority vote in the Association after Transfer of Control depending upon the number of Lots then owned by Declarant.

SECTION 5 – CONSENT FOR ADDITIONAL COVENANTS: No Lot Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the Property.

SECTION 6 – DURATION: These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until January 1, 2004, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2004, or within six months preceding the end of any such ten (10) year period, as the case may be, a written agreement executed by the then owners of a majority of the Building Lots shown on the Plat of the Property, amending this Declaration or any part hereof, shall be placed on record in the office of the appropriate agency of Duval County, Florida. In the event that such written agreement shall be executed and recorded as provided for above in this Section, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of ten (10) years each, unless and until further changed or modified in the manner provided in this Section.

~~**SECTION 7 – ENFORCEMENT OF COVENANTS:** If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, Association or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant or Association or Lot Owner or their respective 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 a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.~~

~~**Every Owner and all guests, tenants and invitees of any Member, shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association. Failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of the Common Property (except for legal access and utilities) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.**~~

~~**A. ENFORCEMENT:** If any person shall violate or attempt to violate this Declaration, it shall be lawful for any Owner or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VI, and such entry and abatement or removal shall not be deemed a trespass or make Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of the Association or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the~~

~~same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.~~

~~B. FINES: In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:~~

~~(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.~~

~~Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.~~

~~Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:~~

~~(i) For each violation, a fine not exceeding One Hundred Dollars (\$100.00).~~

~~(ii) For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars (\$1,000.00).~~

~~Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in this Declaration.~~

~~Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.~~

~~Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.~~

~~SECTION 8 INTERPRETATION: In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by implication as to make them fully effective.~~

~~SECTION 9 CAPTIONS: The captions of each paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.~~

~~SECTION 10 GENDER AND GRAMMAR: The singular whenever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.~~

~~SECTION 11 – PROVISIONS SERVABLE: The invalidation of any provisions or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.~~

ARTICLE XII

ARCHITECTURAL CONTROL

SECTION 1: Purpose: The Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement, including, without limitation, size, height, site planning, setbacks, exterior, materials, colors, open space, landscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation, or ordinance. The purpose of this review procedure is solely to promote the aesthetic development of the Property to assure that the Architectural Guidelines, as established from time to time, are complied with. This review is not intended to be a condition to the issuance of a building permit by the Local Government and the review undertaken by the ARB is not to be construed as any quasi governmental action.

SECTION 2: Membership of ARB: The membership of the ARB shall be determined by the Board, the ARB shall consist of no less than three (3) members. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. The members shall be appointed by the Corporation's Board of Directors and shall be responsible to the Board of Directors.

SECTION 3 – PROCEDURES: In the event the Architectural Review Board fails to approve or disapprove in writing an application within thirty (30) days after the planned specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the Corporation's Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of all Directors.

SECTION 4 – GUIDELINES: The ARB may, subject to the approval of the Board of Directors of the Corporation, promulgate policy guidelines and accept the design practices to assist both the ARB and the owners of lots in the process of community design. Such guidelines may be modified and supplemented from time to time subject to the approval of the Board of Directors. Such Policy guidelines shall be kept in a separate handbook and shall be available to the owners.

7. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

These Declarations and Covenants/Restrictions were signed by the Declarant, John Tomlinson, the President and Managing Director of DevRin N.V., a Netherlands Antilles Corporation, and witnessed thereof on the 13th day of March, 1985.

NOTED IN VOLUME 5929 / PAGES 2063 – 2079
OFFICIAL RECORDS

THIS IS ALL NEW AND A TOTAL ADD ON !!!!

ADDEMDUM TO COVENANTS

ARCHITECTURAL CONTROL

Section 1.

In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article, and every Lot Owner agrees to be bound hereby.

Section 2.

The Board of Directors shall establish the Architectural Review Board (the "ARB"), which shall consist of at least three (3) members who may or may not be members of the Board of Directors.. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member. The ARB shall meet at least monthly at such places as may be designated by the Chairman of the ARB. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its functions as set forth herein. The ARB shall obtain written estimates for the services to be provided.

Section 3.

No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Property, shall be undertaken by any Owner unless and until a plan of such construction or alteration shall have been approved in writing by the ARB. Modifications subject to ARB approval specifically include, but are not limited to, painting or other alteration of a house (including doors, windows and roof); installation of solar panels or other devices; construction of decks and driveways; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy fences; additions of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; (removal of trees; in accordance with city ordinance) and all other modification, alterations or improvements visible from Common Areas or other Lots.

Section 4.

- (a) The exterior of all houses constructed on the Property shall be constructed of materials which have been approved in writing by the ARB prior to construction commencing on the house.

- (b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation and color rendering of all improvements, and (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked “Approved” or “Disapproved.”
- (c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot which may be covered by dwellings, buildings, structures or other improvements, which percentage shall be the percentage established by the PUD. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect the Property, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications that have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.
- (d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the ARB, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.
- (e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months, or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping (including sod and irrigation systems) shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

- (f) Approval by the ARB of plans and specifications of proposed improvements for one Lot shall not be deemed as representing or implying approval for the same improvement on another Lot.

Section 5.

Any Owner may appeal an adverse decision of the ARB to the Board of Directors, who may reverse or modify the decision of the ARB by a majority vote of the Directors.

Section 6.

No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.