

# *Blue Lake Estates Homeowners Association*



*A Deed Restricted Community*

## *Governing Documents*

- I. Articles of Incorporation*
- II. Bylaws*
- III. Covenants, Conditions and Restrictions (CCRs)*

*Board of Directors*



08/24/03 17:20 53-0306

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BLUE LAKE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 22, 2003, as shown by the records of this office.

The document number of this corporation is N03000004329.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-second day of May, 2003



CR2E022 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

08/24/03

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and retention ponds, to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose. The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association for the purposes for which it was formed including, but not limited to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Blue Lake Estates hereafter called the "Declaration," applicable to the Property and recorded in the Current Public Records of Duval County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; to levy and collect adequate assessments against members of the Association for the costs of maintenance, repair and operation of all property owned or to be managed by the Association, including, without limitation, the surface water or stormwater management system.

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money and, with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

maintenance and upkeep of the Common Areas and the operation of the Association; and

(n) contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the Members.

#### ARTICLE IV

##### Qualification of Members

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Developer as identified and defined in the Declaration ("Developer") shall be a member.

#### ARTICLE V

##### Voting Rights

The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: Class B Members shall be the Developer, as defined herein, who shall be

Developer; the members other than the Developer shall be entitled to elect a majority of the Board of Directors, provided, that the Developer shall be entitled to elect at least one (1) member of the Board of Directors for so long as the Developer owns at least five percent (5%) of the Lots included in the Property.

ARTICLE VII

Officers

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board as follows:

<u>Name</u>	<u>Address</u>
R. Kent Curley	11363 San Jose Boulevard, Suite 100 Jacksonville, Florida 32223
William E. Boyd	5367 Ortega Boulevard Jacksonville, Florida 32210
Charles T. Boyd, III	5367 Ortega Boulevard Jacksonville, Florida 32210

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board in the manner provided by the By-Laws.

system must be transferred to and accepted by an entity which would comply with section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation

ARTICLE XI

Term

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

ARTICLE XII

Amendments

Amendments to these Articles shall be proposed and adopted in the following manner:

(a) A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

(b) A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members. Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the Secretary of the Association at or prior to the meeting. Amendment of these Articles shall require the assent of a majority of each class of members. When the Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of a majority of the entire membership.

(c) A copy of each amendment shall be filed with the Secretary of State and recorded among the public records of Duval County, Florida.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto





**BYLAWS OF BLUE LAKE ESTATES  
HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT**

I. OFFICES

1. Principal Office. The principal office of this corporation in the State of Florida shall be located at 11363 San Jose Boulevard, Suite 100, in the City of Jacksonville, County of Duval, Florida.

2. Other Offices. The corporation may have such other offices, either within or without the State of Florida, as the Board of Directors may from time to time determine.

II. MEMBERSHIP

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Developer as identified and defined in the Declaration ("Developer") shall be a member.

2. Annual Meeting. The annual meeting of the members shall be held on the third Monday in May of each year at ten o'clock in the morning of that day, if not a legal holiday, and if a legal holiday, then at the same hour on the next business day following, beginning with the year 2004. At such meeting, the members shall elect the entire Board of Directors and shall transact such other business as properly may come before the meeting.

Section 3. Special Meetings. Special meetings of members may be called at any time by the President or by a majority of the Directors. It shall also be the duty of the President to call such meetings whenever requested in writing so to do by the record holders of more than twenty percent (20%) of the stock issued and outstanding and entitled to vote, which request shall state the objects of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice.

Section 4. Voting. The voting at all meetings of members shall be by voice vote, but any qualified voter may demand a written ballot, each of which shall state the name of the member voting and the number of shares voted, and if such ballot be cast by a proxy, it shall also state the name of such proxy.

Section 5. Quorum. A majority in number of shares of the capital stock issued and outstanding and entitled to vote, represented by the holders in person or by proxy, shall be requisite at all meetings to constitute a quorum for the election of directors or the transaction of other

### III.

### DIRECTORS

1. Number. The number of members of the Board of Directors of this corporation shall be not less than three (3) nor more than nine (9) Directors who, for a period of five (5) years after the issuance of the Association's Certificate of Incorporation, need not be Members. The initial Board shall be composed of three (3) members.

2. Powers. The Board of Directors shall be responsible for the election and day-to-day supervision of the officers, and for the general management of the corporation. The Board of Directors may, however, delegate the performance of any duties or the exercise of any powers to such officers, agents and committees as the board may from time to time, by resolution, designate.

3. Qualifications of Directors. Directors of the corporation must be persons who are competent to contract, and may not be related directly or indirectly to anyone receiving services or grants from the corporation.

4. Term of Office. The directors named in the articles of incorporation as the first Board of Directors, and all subsequently-elected directors, shall hold office until their death or resignation, or until removed as provided herein, or until the next meeting of members at which directors are required to be elected.

5. Replacement of Directors. Whenever a vacancy exists on the Board of Directors, whether by death, resignation, or otherwise, the vacancy shall be filled by election by a majority of the voting members, if any or, if voting membership shall not have been provided, by a majority of the other members of the Board of Directors. Any person appointed or elected to fill the vacancy of a director shall have the same qualifications as were required of the director whose office was vacated. Any person elected to fill a vacancy in the Board of Directors shall hold office until his or her death or resignation, or until removed by a majority of the Board of Directors present at any meeting of the Board of Directors called for that purpose.

6. Compensation. No member of the Board of Directors shall receive any compensation from the corporation for acting as a director, but nothing herein shall prevent a director from receiving reasonable compensation for other services performed on behalf of the corporation. Directors may be reimbursed for reasonable expenses incurred on behalf of the corporation.

7. Meetings. Meetings shall be held at such place or places as the Board of Directors may from time to time by resolution designate; or, in the absence of such designation, at the principal office of the corporation. All meetings of the board must be open to all members. Regular meetings shall be held quarterly on such date as shall be fixed by the Board of Directors. Notices of all board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. The president may, as the president deems necessary, and the secretary shall, if so requested in writing by ten percent

#### IV.

#### OFFICERS

1. Designation of Officers. The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

2. Election and Term of Office. The officers of this corporation shall be elected annually by a majority vote of the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as may be convenient. New offices may be created and filled at any meeting of the board. Each officer shall hold office until removal or until his successor shall have been duly elected and shall have been qualified.

3. Removal of Officers. Any officer or agent of this Corporation elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served by that removal.

4. Vacancies. A vacancy in any office, whether due to death, resignation, removal, disqualification, or otherwise, may be filled by a majority vote of the Board of Directors for the unexpired portion of the term.

5. President. The President shall be the chief executive officer of the corporation, and shall exercise general supervision and control over all activities of the corporation. The President:

(a) Shall preside at all meetings of members and shall in general provide leadership, direction, and guidance in conducting day-to-day functions and in carrying out the corporation's mission as defined by the Board of Directors;

(b) Shall have the responsibility of ensuring the integrity of all operations, including the timely reporting of operational and financial activities to the Board of Directors, shall formulate, recommend, and administers policies and procedures required to meet goals and objectives as established by the Board of Directors, and shall assure compliance of the corporation with all applicable laws, regulations, licensures, and accreditation standards;

(c) May sign, with the secretary or other officer duly authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments, the execution of which has been authorized by the Board of Directors, except in cases where the signing and execution or such instruments has been expressly delegated by the Board of Directors by these bylaws, or to some other officer or agent of the corporation by law; and

Section 9. Other Officers. The assistant treasurers, assistant secretaries, or assistant to the president, if any such shall be elected, shall perform such duties as may be assigned to them by the Board of Directors or the President of the corporation.

## V. COMMITTEES

Section 1. Committees in General. The Board of Directors may establish such committees of the Board of Directors as it determines to be needed from time to time. Not all committees need be active or activated at one time, but shall be established at such time as the Board of Directors determines the need for the same has arisen.

Section 2. Executive Committee. The Executive Committee of the Board of Directors, if appointed, shall be empowered to act for the full Board in matters that require immediate action or do not involve major questions of policy or funding. The Executive Committee will consist of the President and such other officers of the corporation and members of the Board of Directors as the Board may from time to time appoint, however, its appointees should be composed of individuals who will be able to come to meetings on short notice.

Section 3. Finance Committee. The Finance Committee of the Board of Directors, if appointed, shall be chaired by the corporation's treasurer. It is empowered to study and make recommendations regarding all financial procedures and controls, assist in the preparation and presentation of budgets, and review all financial statements. This committee reviews audit results and recommends the retention of an auditor.

## VI. CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

1. Contracts. The Board of Directors may, by resolution duly adopted, authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general, or confined to specific instances.

2. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

3. Checks, Drafts, Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as the Board of Directors shall time to time by resolution determine. In the absence of such determination, such instruments shall be signed by the treasurer and countersigned by the president of the corporation.

4. Budgets. The corporation shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of

(e) "Not Opposed to the Best Interest of the Corporation" describes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interests of the corporation.

(f) "Proceeding" includes any threatened, pending, or completed action, suit or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal to which the person is a party by reason of the fact that he or she is or was a director or officer of the Corporation or is now or was Serving at the Request of the Corporation as a director, officer, employee, or Agent of another Corporation, partnership, joint venture, trust or other enterprise;

(g) "Serving at the Request of the Corporation" includes any service as a director, officer, employee or Agent of the corporation that imposes duties on such persons, including duties relating to an employee benefit plan, its participants or beneficiaries;

2. Indemnification. The Corporation shall indemnify to the fullest extent permitted by law, and shall advance Expenses therefor, to any director or officer who was or is a party to any proceeding, against Liability incurred in connection with such Proceeding, including any appeal thereof; provided, however, that no indemnification under this Section shall be made:

(a) If a judgment or other final adjudication establishes that the person's actions or omissions to act were material to the cause of action adjudicated and such actions or omissions constitute:

(1) A violation of the criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(2) A transaction from which the director or officer derived an improper personal benefit; or

(3) In the case of a director, a circumstance under which the Liability provisions of Section 617.0834, Florida Statutes are applicable.

(b) Unless authorized in the specific case:

(1) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such Proceeding;

(2) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designed by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the Proceeding; or

6. Advancement of Expenses. The corporation shall, within 30 days of request by an officer or director, advance him or her an amount equal to the expenses actually and reasonably incurred by him or her in defending in civil or criminal Proceeding. Prior to advancing any expenses hereunder, the corporation shall have received from the officer or director, or some person on his behalf, an undertaking to repay such amount if he or she is ultimately found not to be entitled to indemnification by the corporation pursuant to this Article.

7. Binding Effect. Indemnification and advancement of Expenses as provided in this Article shall continue as, unless otherwise provided when such indemnification and advancement of Expenses was authorized or ratified, to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

8. Insurance. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or Agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or Agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

9. Employee and Agent Indemnification. The Board of Directors may authorize indemnification or advancement of expenses in favor of other employees and Agents upon such terms or conditions as the Board may deem appropriate under the circumstances, and may enter into agreements therefore with such employees and Agents provided that they are within the limitations set forth in this Article and applicable law.

10. Interpretation. The rights of an officer or director hereunder shall be in addition to any other rights such person may have under the Florida Not for Profit Corporation Act or otherwise, and nothing herein shall be deemed to diminish or otherwise restrict such person's right to indemnification under any such other provision. It is the intent of this Bylaw to provide the maximum indemnification possible under the applicable law. To the extent applicable law as in effect on the date hereof or at any time in the future, permits greater indemnification than is provided for in this Bylaw, the parties hereto agree that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such law, and this Bylaw and the exceptions to indemnification set forth herein, to the extent applicable, shall be deemed amended without any further action by the corporation to grant such greater benefits.

## VIII.

## MISCELLANEOUS

1. Books and Records. The corporation shall prepare and maintain correct and complete books and records of account and shall also keep minutes of the meetings of its members, its Boards and committees, and shall keep at the registered or principal office a membership book giving the names and addresses of members entitled to vote. All books and records of the corporation may be

## Covenants, Conditions and Restrictions (CCRs)

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**ARCHITECTURAL CRITERIA  
BLUE LAKE ESTATES SUBDIVISION**

I – Introduction

1. Standards and Guidelines

- a. The architectural Criteria consists of established minimum requirements which will be used to regulate the construction of single family homes at Panther Creek, to facilitate a level of high quality and maintain consistency with the primary objectives of the overall development plan for the community. All developers, contractors architects, engineers and property owners must adhere to the Architectural Criteria in conjunction with all applicable building codes and terms and conditions of the Panther Creek Subdivision Covenants and Restrictions.
- b. The Architectural Criteria in this document describe aspects of architectural delineation and site design which are strongly desired to be utilized throughout the development process.
- c. The Architectural Criteria are supported by the Developer and the Associations Architectural Review Board, (ARB), and will be used throughout the development process as criteria for objectively reviewing all development plans and procedures.

2. Review Process and Required Submittals – Provide two copies of the following:

- a. Site Plan at minimum scale of 1" = 30' showing:
  - Lot dimensions, setbacks, buffers, easements, floodplain/jurisdictional boundaries (see Covenants and Restrictions for requirements regarding minimum size of structure, setbacks, etc.),
  - All buildings and finish floor elevations (relative to street acceptable),
  - Driveways and parking areas (with finish grades),
  - Pools , decks and screen enclosures,
  - Fences or walls,
  - Any other improvements requiring site modification including clearing, placement of fill or grading.
- b. Architectural Plans at minimum scale of ¼" = 1' showing:
  - Elevations for each side of structure, with finish type,
  - Floor plans with living area computations.
- c. Application Review Fee OF \$100.00 is required.

The ARB retains the right to request additional drawings, specifications and material samples prior to approval.



- a. Fences on lots not having lake frontage may consist of vinyl or metallic materials with appropriate designs and up to 72” in height.
  - b. Fences on lakefront shall be “ornamental” in style of wrought iron or aluminum at a height of 48” and be black in color.
  - c. All types of Chain link-fencing is prohibited.
5. Landscape Design – General Considerations:
- a. Lots shall be irrigated by an underground irrigation system covering all grassed and landscaped areas. Natural vegetation areas are not required to be irrigated.
  - b. All lots must be fully sodded to the paved roadway with St. Augustine grass, except in landscaped areas.
  - c. Each lots must be landscaped with at least two (2) hardwood type trees at 2” diameter at breast height in addition to the following criteria:
    - Front yard 3 – 15 gallon / 40 – 3 gallon & 65 – 1 gallon plants
    - Rear Yard 2 – 15 gallon / 25 – 3 gallon & 50 – 1 gallon plants

6. Pools

- a. All pools shall be in ground and composed of materials thoroughly tested and accepted by the industry for such construction.
- b. Outside edges of the pool shall be a minimum distance of 4’ from all sidewalls of the residence.
- c. Pool enclosures must conform to building setback requirements.

**ALL OF THE FOREGOING SHALL NOT BE SUBJECT TO CHANGE WITHOUT THE APPROVAL OF THE DEVELOPER (B & C DEVELOPMENT OF DUVAL, INC.) SAID APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.**

4. This Amendment shall be binding upon and inure to the benefit of, the parties hereto, their respective legal representatives, successors and assigns.

5. Except as expressly amended or modified herein, the terms and provisions of the Declaration remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

Holly J. Lucas  
Print Name: Holly J. Lucas  
R Kent Curley  
Print Name: R KENT CURLEY

**B&C DEVELOPMENT OF DUVAL, INC.**

BY: [Signature]  
R. Kent Curley, its President  
(Corporate Seal)  
"DECLARANT"

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2009, by R. Kent Curley, as President of B&C Development of Duval, Inc., a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Holly J. Lucas  
Notary Public, State of Florida  
My commission expires: 5/15/12

(Notarial Seal)



having and right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof and Developer.

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration

1. "Additional Property" shall mean any property added to the Property by Supplemental Declaration in accordance with Article X hereof, which Additional Property shall then be included within the term "Property."
2. "ARB" means the Architectural Review Board of the Association.
3. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.
4. "Assessment" means all types of charges to which a Lot is subject to, including, without limitation, Annual Assessments, Special Assessments and Damage/Repair Assessments (as hereinafter defined).
5. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney fees) when delinquent.
6. "Association" means Blue Lake Estates Homeowner's Association, Inc., a Florida nonprofit corporation, its successors and assigns, which is responsible for the management and operation of the Property.
7. "Board of Directors" means the Board of Directors of the Association.
8. "Bylaws" means the Bylaws of the Association, as amended from time to time.
9. "Common Property" means all of the Property, except the Lots, together with any improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the water within the lakes and retention areas, all drainage easements reserved herein and in any plat of the Property and all other portions of the Stormwater Management System, as hereinafter defined). The Common Property to be maintained by the Association shall specifically include, without limitation, rights of way of any publicly dedicated roads, all traffic related signs, including street signs, directional signs, stop signs, speed signs, fencing, landscaped entry features (including entry sign, lighting, irrigation, and landscaping), any

17. "Mortgagee" means any bank, savings and loan association, or other recognized institutional lender, any insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including, without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot, including Developer, or its assignee.

18. "Permits" means all the permits, licenses, and approvals made by the St. Johns River Water Management District, Department of Environmental Protection, Army Corps of Engineers or any other governmental or quasi governmental agency which arise from or in connection with the development of the Property.

19. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment for repayment of a debt obligation.

20. "Property" means that certain real property described as such in the Recitals above and such additions thereto as may be added in accordance with the provisions of Article XI below.

21. "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot, together with any permitted appurtenant improvements, including without limitation, driveways, detached buildings, patios, sidewalks, and recreational facilities which have been approved by the ARB or Developer.

21. "Stormwater Management System" means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code. Said Stormwater Management System shall include the Lake/Stormwater Management Facility as shown on the recorded plat.

## II. ASSOCIATION

A. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to each Lot. Membership shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the

### III. OWNERS RIGHTS AND DUTIES

A. Easement of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner is granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property, which easement is appurtenant to and shall pass with the title to every Lot, subject to the following:

1. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.
2. The right of Developer or the Association to grant easements and rights of way, as may be appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve easements for itself, its successors and assigns for ingress, egress, drainage, maintenance and utilities over all Common Property.
3. All provisions of this Declaration, any plat of any part of the Property, and the Articles and Bylaws of the Association.
4. The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association.
5. All easements and restrictions of record affecting any part of the Common Property.

B. Delegation of Use. Each Owner may delegate, subject to the Articles, Bylaws, and the Declaration, his right of enjoyment of the Common Property and facilities to a member of the Owner's family, his tenants, his guests, invitees, licensees, domestic servants, or contract purchasers who occupy the Lot.

C. Damage or Destruction. In the event any Common Property, facilities, or personal property of the Association or Developer are damaged or destroyed by an Owner or any of his guests, tenants, invitees, agents, employees, or family members as a result of negligence or misuse, the Association shall repair the Common Property in a good and workman like manner, in accordance with the original plans and specifications of the Common Property involved, or as the Common Property may have been modified or altered subsequently by the Association. The cost of such repairs shall be the responsibility of responsible Owner, which shall be the subject of a Damage/Repair Assessment (as described in Article VI below), payable by the responsible Owner immediately upon receipt of a written invoice or statement.

D. Maintenance. In addition to other specified maintenance required herein, each Owner shall keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair at such Owner's cost and expense. Such duties shall include, without limitation, repair or replacement of the roof, windows and doors (including glass or screens), and exterior of the Residence. Each Owner shall also maintain all landscaping on his Lot and

set forth herein shall include the requirement that such maintenance, repair and replacement of any of the Common Property be accomplished with items and materials that are identical to or substantially identical to the items or material of Common Property being maintained repaired or replaced. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property, provided, however, that neither Developers nor the Association shall be deemed a guarantor of such landscaping. In addition, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Without limiting the generality of the foregoing, the Association shall and does hereby assume all of the Developer's responsibilities to the County and the State and their respective governmental and quasi governmental subdivisions and similar entities with respect to the Common Property and shall indemnify and hold Developer harmless.

C. Utility Easements

1. Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, television cable or communication lines and systems, and police powers and services supplied by the local, state and federal governments. These easements shall in no way affect any other recorded easements on the Property. Upon construction of a Residence on a Lot, the blanket easement reserved herein shall be vacated with respect to any portion of the Lot on which the Residence and other approved improvements are located. In addition, Lots will be subject to an easement to the JEA for electrical lines.

2. Lot Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a fifteen foot (15') perpetual nonexclusive easement over, under, and across the front of each Lot for the installation, repair and maintenance of utilities, including without limitation water, sewer, electrical and irrigation lines. In the event that the Owner shall construct any Improvements within such easement area specifically reserved on a Lot, and if, in connection with the exercise of the Developer's or the Association's easement rights hereunder, the Developer or the Association is required to remove such Improvements, the repair, replacement or restoration of such Improvement shall be at the cost and expense of the Owner.

3. Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive, alienable easement and right for the installation, maintenance, and supply of telephone and television cables over, under and across the rights of way and easement area on any recorded plat of the Property.

D. Stormwater Management System.

The Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to or containing any portion of the Stormwater System, the Stormwater Management System shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the District. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures should be as followed:

- a. The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- b. The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- c. The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

4. Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without prior written consent of the Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

5. Use and Access. Developer and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters or any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the

FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS.

7. Wetlands, Jurisdictional Land and Conservation Areas. This Declaration is subject to the rights of the State of Florida over any portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands and Developer has obtained certain Permits to allow the development of the Property, and every Owner shall obtain any permit necessary prior to the undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot. In the event that an Owner violates the terms and conditions of the Permit, the Association is authorized to enter onto the Lot and cure such violation and such Owner shall be liable for all costs and expenses or remedying any violation and shall indemnify and hold the Association and Developer harmless from any such costs and expenses, all of which shall be deemed to be a Damage/Repair Assessment.

a. "Conservation Area." Areas within the community designated as "Conservation Area" on the recorded plats are areas governed by the terms and conditions of the permits issued by SJRWMD and Army Corp of Engineers and conservation easement recorded in Book 13299, Page 343, of the public records of Duval County, Florida. These permits prohibit any construction, filling, removal of earth, cutting of trees or other plants within these areas. It is the responsibility of the Owner, his agents and any entity performing any activity adjacent to these areas to ensure these areas are left undisturbed. Each Owner shall indemnify and hold harmless the Developer and Association from any cost or expense, including legal fees incurred due to any action brought by any governmental agency due to a violation of this provision by the Owner or his agents.

8. Natural Areas / Landscape Buffer. Areas within the community designated as "Natural Areas and/or Landscape Buffer" on the recorded plats are areas to be owned and maintained by the Association for the benefit of the community at large. Any alteration, cutting, under-brushing or any other modifications is prohibited without specific written permission from the ARB. Any Owner who alters these areas in any way shall be held to repair and restore the area to the satisfaction of the ARB at the Owners' sole cost and expense or may be fined by the ARB in an amount not to exceed \$100.00 per day. All fines shall be considered a Damage/Repair Assessment as further defined in Article VI.

9. Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the District. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the



area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement. In the event that any landscaping within the easements is damaged in connection with the performance of necessary maintenance by the Association or Developer, the Owner shall be solely liable for any cost or expense of replacement.

#### V. COVENANTS FOR MAINTENANCE ASSESSMENTS

A. Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance, and operation of the Common Property, including, without limitation, the maintenance, operation, and repair of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), the maintenance and operation of the fire protection system, the management and administration of the Association, and the furnishing of services as set forth in this Declaration. As further hereinafter described, the Board of Directors shall set the date or dates such Annual Assessments shall become due and may provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. Reconfigured Lots, for so long as only one single family Residence is located thereon, shall be subject to a single Annual Assessment. **The initial Annual Assessment is set at \$400.00 (four hundred & 00/100dollarss) Prorated at the Date Of Property Closing.**

B. Special Assessments. In addition to the Annual Assessments the Association may levy, by majority vote of the Board of Directors; (a) Special Assessments 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, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding fifty-one percent (51%) of the votes in the Association, other than Developer, voting in person or by proxy at a regular meeting or a special meeting called for that purpose at which a quorum of each membership class is present; (b) Special Neighborhood Assessments against particular Lots and/or Owners for fines as hereinafter set forth and ; (c) Special Neighborhood Assessments for Reserves.

C. Damage/Repair Assessments. The Association, from time to time, may levy a Damage/Repair Assessment against a particular Lot and the Owner thereof by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided herein; for the construction, reconstruction, repair, or replacement of a capital improvement upon on serving the specific Lot, including any additional special services to such Lot, including fines levied by the ARB,

e. Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay an Assessment Charge, or may foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same. In addition, the Board of Directors, by majority vote, shall have the right to assess fines against Owners.

3. Subordination of the Lien to Mortgages. The lien of the Assessment Charge shall be inferior and subordinate to the lien of any Mortgagee, but only to the extent of the Mortgage balance outstanding as the date of the notice of an Assessment Charge was first recorded against the Lot, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot shall not affect the Assessment Charge; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment Charge as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Mortgagees shall in no event be responsible or liable for the collection of any Assessments. The failure to pay any Assessments shall in no event be deemed to constitute a default under any Mortgage by reason of anything contained in this Declaration, unless otherwise expressly provided in the Mortgage.

4. Budget

- a. Fiscal Year. The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year.
- b. Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Developer or a Builder.
- c. Preparation and Approval of Annual Budget. Commencing December 1<sup>st</sup> of the year in which a Lot is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts, as the Board of Directors considers necessary to provide working capital for the Association, and to provide for a general

Common Property and (c) all Lots or Property owned by Developer (including, without limitation, any Lot used or leased by Developer, or by a builder construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Association and the actual income to the Association from Assessments, capital contributions, and other fees. Developer shall fund such expenses only as they are actually incurred by the Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at such time as Developer, in its sole discretion, elects to pay the Assessment for each Lot owned by it, or after Turnover, whichever shall first occur. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder.

6. Real Estate Taxes. In the event the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

7. Certificate of Payment. The Treasurer of the Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association or Management Company may assess a reasonable charge for the services involved in preparing such certificate, as applicable.

8. Working Capital Contribution. At Closing, each new Owner shall make a contribution to the working capital of the Association in the amount of four-hundred dollars (\$400.). The working capital contribution will be placed in the general fund for the Association and may be used to fund deficits in the annual budget.

## VI. ARCHITECTURAL CONTROL

A. Purpose. Except for the Initial Improvements, 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 design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria. For so long as Developer owns any Lot, (and irrespective of whether Class B Membership has terminated or Turnover has occurred), Developer shall have the sole right to appoint the members of the ARB. Thereafter, the Board of Directors as designated in the Bylaws shall appoint the members of the ARB. If the Board of Directors fails to so appoint

shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any, (iii) samples of materials or paint colors and (iv) such other terms as the ARB or Developer may deem appropriate.

b. Basis for Decision. Approval shall be granted or denied by the ARB or Developer based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surrounding, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB or Developer, will affect the desirability or suitability of the improvement within its surroundings.

In connection with its approval or disapproval of an application, the ARB or Developer shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste, which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB or Developer, its overall aesthetic impact to the community and surrounding neighborhood is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB or Developer to approve applications involving similar designs for different Lots. In addition, the Developer and ARB shall have the right to waive or modify the requirements as more fully set forth in subparagraph (e).

c. Uniform Procedures. The ARB may establish uniform procedure for the review of applicants, including the assessment of review costs and fees, if any, to be paid by the applicant, and the requirement of a security deposit, the time and place of meetings, and the posting of a compliance bond to ensure the full and timely compliance by the applicant with the conditions imposed by the ARB. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Developer may establish separate guidelines for the submission of the plans and specifications for Initial Improvements. Any architectural guidelines established by the Developer or ARB may be amended from time to time as the Developer or ARB may determine.

d. Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by its approval by stamping the plans with its seal and the date of approval or by written approval referencing the plans submitted. If the ARB disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors of the Association, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty- (30) day period (unless an extension is agreed to) from the receipt of the plans and specifications in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Lot of within the

d. Driveway Construction. All Residences shall have a paved driveway of stable and permanent construction. All driveways must be constructed with approved materials.

e. Fences. No fence or wall shall be built, placed or altered on any Lot without prior written approval of the Developer of ARB.

f. Ancillary Structures. Unless approved by Developer or the ARB, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage building can be constructed separate and apart from the Residence, nor can any such structures prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters, or storage buildings shall be constructed of the same material and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ARB, and other restrictions applicable to the Residence itself.

g. Antennae and Other Devices. All antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than twenty (20") inches in diameter and six (6') feet in height. All such devices shall be placed to assure that the location of such devices is screened to the extent possible from the view of others which may include, at the discretion of the ARB, the addition of landscaping to screen its view from the street and adjacent to neighbors.

h. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by Developer or the ARB, as applicable.

i. Lighting. No external lighting shall be installed without the prior approval of Developer or the ARB, as applicable. No lighting will be permitted which alters the residential character of the Property.

j. Recreational Structures. All basketball backboards, tennis courts, and play structures shall be located in the backyard so as to minimize noise to adjoining Residences. No platform, doghouse, tennis court, playhouse, basketball stand/ hoop or play fort shall be constructed on any part of a Lot and any such structure shall have prior approval of Developer or the ARB, as applicable and may require additional landscaping to screen it from adjacent neighbors. Any portion of the Reconfigured Lot used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ARB or Developer, as applicable, so that such uses shall not be visible from any road.

k. Utility Connections. Building connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground from the connecting points to the Residence in a manner acceptable to the governing utility authority.

or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots.

7. No Liability. Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specification or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

## VII. USE OF PROPERTY

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ARB approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of Article VII.

B. Lot Re-subdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonable withheld or delayed.

C. Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time-share ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provision of the Declaration, Articles, and Bylaws, nor to prevent Developer from converting the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences as model homes or sales centers during the development and sale of the Property nor from undertaking such activities as are necessary and convenient to develop the Property and Addition Property or construct Improvements thereof. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who

disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.

H. Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" "For Rent" "For Lease" signs, shall be erected or displayed upon any Lot, Residence, the Common Property, or from any window, unless express prior written approval of its size, shape, content, appearance and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display the advertising or directional signs on the Property for the marketing, sale, or rental of Lots.

I. Parking. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall not be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.

J. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARB and shall have the right to adopt additional restrictions concerning, the height and type of trees and shrubs within any of the Lots.

K. Clotheslines. No clotheslines or any clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from the road or any other Lot.

L. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse.

M. Window Air Conditioners. No window air conditioning unit shall be installed in any of the Residences without the prior approval of the ARB.

N. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, bard, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the purpose of construction of any improvements of Residences and the marketing and sales of Lots.

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

windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in an event not less than 80% of the insurance value (based upon replacement cost) of the improvements constructed on the Common Property.

b. Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severalability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors, or other Owners. The Board of Directors shall review such limits once each year.

2. Insurance of the Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance of having any liability whatsoever in connection therewith. It shall be the responsibility of each Owner to obtain and maintain hazard insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full replacement cost of the Residence.

3. Director and Officer Liability Insurance. The Board of Directors may obtain, as a matter of common expense payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and officers of the Association in performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

4. Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage, as may be necessary or convenient to comply with requirements of Mortgagees or based upon the cost and availability of such coverage.

B. Repair and Reconstruction after Casualty.

1. Common Property. In the event of damage to or destruction of all or any of the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of such improvement substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by Developer of the ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances, and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be



X. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

A. Existing Property. The Property which initially is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land described in the Recitals above.

1. By Developer. The Developer shall have the right, but not the obligation, for a period of thirty (30) years after the date of recording this Declaration, from time to time and within its sole discretion, to annex and include within this Declaration, Additional Property. Provided that the consent of Owners or Mortgagees shall not be required.

2. By Association. Alternatively, Additional Property owned by the Association, may be annexed to the Property, either upon a majority vote of Class A Members at a regular Association meeting or a special meeting called for the purpose, or the consent in writing of Owners of a majority of the Parcels. The consent of the Class B Member, if any, shall be required.

3. Residences. Residences constructed on the Additional Property may be different in appearance from existing Residences, and may be constructed in a style or other manner.

B. Supplemental Declaration. Any such additions authorized in Section X.A shall be made by the filing of record of one or more Supplemental Declarations with respect to the Additional Property. A Supplemental Declaration may contain any additions to or modifications of the provisions hereof applicable to the Additional Property as may be necessary, in Developer's judgment, to reflect the different character, if any, of the Additional Property that is the subject of the Supplemental Declaration, including, without limitation, any differences in the method or level of Assessments to be levied upon such Additional Property, taking into account the different nature or amount of services to be rendered to its Owners by the Association. A Supplemental Declaration shall become effective upon being recorded in the public records of the County.

D. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this article upon recording of the Supplemental Declaration, (a) such Additional Property shall be considered within the definition of the term "Property" for all purposes of this Declaration, and (b) all voting of each class membership of the Association and all voting by the Owners hereunder shall be aggregated, it being intended that (i) any voting requirements need not be fulfilled separately for the Additional Property, and (ii) any Class B Member shall at all time have a majority of the votes of the Association until converted to Class A membership as described in Article II.

E. Withdrawal. Developer reserves the right to amend this Declaration unilaterally at any time without prior notice and without consent of any person or entity for the purpose of removing certain portions of the Property then owned by Developer or affected by the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be affected

The Owner shall meet with a committee appointed by the Board which committee is composed of three (3) Owners who are not officers, directors or employees of the Association.

2. At such meeting, the committee shall be presented with the infraction(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty-one (21) days after the date of the meeting.

3. If approved by the committee, the Board of Directors may impose fines against the applicable Lot of up to the amounts permitted by State law per incident. The maximum permitted fine may be increased from time to time by the Board of Directors, as permitted by applicable statutes.

4. Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

5. Fines shall be paid within thirty (30) days after the receipt of notice of their imposition.

6. All monies received from fines shall be allocated as directed by the Board of Directors.

7. The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Damage/Repair Assessment; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

8. The failure of Developer, the Association, or any Owner, of their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any breach or violation occurring prior or subsequent thereto.

E. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" means all or any portion applicable to the context and include all improvements, fixtures, trees, vegetation, and other property from

the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the Property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment records in the public records of the County. In any event, no subsequent Developer shall be liable for any actions or defaults of, or obligations incurred by, any prior Developer, except as the same may be expressly assumed by the subsequent Developer.

J. Rights of Mortgagees. All Mortgagees shall have the following rights:

1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

2. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

3. To designate a representative to attend all meetings of the Members of the Association, who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

4. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges is imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

K. Legal Fees and Costs. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit commenced.

L. Law to Govern. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

WAIVED ALL OF THE AFIRESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered  
In the presence of:  
Holly J. Lucas  
Print Name: Holly J. Lucas

Nancy B. Barnard  
Print Name: Nancy Barnard

**B & C Development Of Duval, Inc.**, a Florida Corporation

By: [Signature]  
Print Name R. KENT CURLEY  
Its President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of May, 2006 by R. KENT CURLEY as President of **B & C Development Of Duval, Inc.**, a Florida Corporation, on behalf of the corporation, who is personally known to me or has provided \_\_\_\_\_ as identification.



SHIRLEY A. MOORE  
MY COMMISSION # DD 462576  
EXPIRES: October 23, 2009  
Bonded Thru Budget Notary Services

Shirley A. Moore  
Notary Public, State of Florida  
Print Name SHIRLEY A. MOORE  
My commission expires: OCT 23 2009  
Commission No.: 80462576