

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**AMELIA OAKS**

THIS DECLARATION is made this 17<sup>th</sup> day of February, 2015, by D&H HOMES LLC, a Florida limited liability company ("Declarant").

**RECITALS**

A. Declarant is the owner of the certain real property described on Exhibit "A" attached hereto ("the Property") in Nassau County, Florida;

B. Declarant intends to develop the Property as a residential community to be known as Amelia Oaks. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Lots and Homes, as hereinafter defined, within the Property and to protect and preserve values of the Homes within the Property. This Declaration will also establish The Amelia Oaks Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association") which shall own, operate or maintain various portions of the Property and improvements constructed within the Property, shall have the right to enforce the provisions of this Declaration, and shall be granted various other rights and responsibilities as provided herein. The expenses of the Association shall be shared by the Owners of Lots and Homes within the Property, each of whom shall be members of the Association.

**NOW THEREFORE**, Declarant hereby declares that the Property, and such additions to the Property as may hereafter be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration, all of which are created in the best interest of the Owners of Lots and Homes within the Property, and which shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each and any person from time to time, owning or holding an interest in the Property, or any portion thereof.

**ARTICLE I**

**DEFINITIONS**

The terms used in this Declaration, and in the Articles and the Bylaws, shall have the following meanings unless the context otherwise requires:

(a) Amelia Oaks shall mean The Amelia Oaks community constructed or to be constructed on the Property more particularly described in the Plat, including the Lots, Homes, and other improvements related thereto, and the Common Areas.

(b) Articles means the Articles of Incorporation of the Association attached hereto as Exhibit "B" as same may be amended from time to time.

(c) **Assessment** means the amount of money which shall be assessed against an Owner for the payment of the Owner's share of Common Expenses pursuant to this Declaration, or any other funds which an Owner may be required to pay to the Association as provided by this Declaration, the Articles or the Bylaws, including Special Assessments.

(d) **Association** means Amelia Oaks Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association"), established pursuant to the Articles, and shall include any reference on the Plat to the Amelia Oaks Property Owners Association, Inc.

(e) **Board** means the Board of Directors of the Association.

(f) **Bylaws** means the Bylaws of the Association attached hereto as Exhibit "C" as the same may be amended from time to time.

(g) **Common Areas** means all real property, whether improved or unimproved, or any easement or interest therein, and all personal property, now or hereafter owned by the Association or which is declared to be a part of the Common Areas either by this Declaration or any amendment or supplement thereto. Common Areas include Tracts A, B, C, D and E as shown on the Plat and may include, but are not limited to, open areas, roads, berms, swales, ex-filtration systems and other components of water management systems, entrance ways, street lights, monuments and other entrance features, boundary and perimeter walls, sidewalks, the Amelia Oaks Community Swimming pool and pool deck, directional and street signs, and other similar properties, however, Declarant makes no representation or warranty that any or all of the foregoing types of Common Areas will be provided or shall exist within the Property. Common Areas include, but are not limited to, Tracts A through E, inclusive, on the Plat.

(h) **Common Expenses** means all expenses of any kind or nature whatsoever incurred by the Association, including but not limited to the following:

(i) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, or any other Property to be maintained by the Association as provided in this Declaration, including but not limited to utilities services, taxes, assessments, insurance, administration, legal fees, operation, maintenance, repairs, improvements and alterations.

(ii) Expenses of obtaining, repairing or replacing personal property or facilities used in connection with any Common Area or the performance of any of the Associations duties.

(iii) Expenses incurred in connection with the administration, operation and management of the Association.

(iv) Expenses and services fees for the collection of solid waste.

(v) Expenses declared to be Common Expenses by the provisions of this Declaration or by the Articles or Bylaws.

(i) **Community Pool** means the pool or spa pools located upon the Common Areas.

(j) **Creek Bank** means the sloped land area extending from the top of bank to edge of water.

(k) **Declarant** means D&H Homes LLC, a Florida limited liability company, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then-present Declarant recorded in the Public Records. In addition, in the event any Person obtaining title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or by the acceptance of a deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the Public Records and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property by written appointment recorded in the Public Records. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

(l) **Declaration** means this Declaration of Covenants and Restrictions, as the same may hereafter be amended from time to time, including any and all exhibits attached hereto and to any amendments hereof.

(m) **Front Yard** means that portion of a Lot outside of the Home extending from the front of the Home to the street and including:

(i) that portion of the Side Yard extending from a point midway between the front and back of the Home to the street, or

(ii) on those Lots where a fence has been constructed across a Side Yard, that portion of the Side Yard extending from the fence to the street.

(n) **Institutional Lender** means any Person holding a mortgage encumbering a Home, which Person in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which Person is not owned or controlled by the Owner. An Institutional Lender may include, but is not limited to, a federal or state-chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional lender. The institutional lenders may sometimes hereafter be referred to as the "Mortgagee."

(o) **Insurance Trustee** shall be the Trustee appointed by the Board to administer insurance proceeds.

(p) **Home** means the residential dwelling constructed upon a Lot.

(q) **Lot** means any parcel of land located within the Property upon which has been or is intended to be constructed by Declarant a Home to be conveyed to an Owner. Each such Lot shall include the Home constructed upon the Lot.

(r) **Owner** means the record owner, whether one or more persons or entities, of the fee simple title to a Lot, including contract sellers (but not contract purchasers) and Declarant.

(s) **Person** means an individual, corporation, partnership, trust or any other entity validly existing at law or created by statute.

(t) **Plat** means and refers to the plat of Amelia Oaks, according to the plat thereof as recorded in Plat Book 8, pages 85 through 87, inclusive, of the Public Records.

(u) **Property** means and refers to the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, all of which is made subject to this Declaration.

(v) **Public Records** shall mean the Public Records of Nassau County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

(w) **Rear Yard** means that portion of a Lot outside of the Home extending from the rear of the Home to the rear lot line and including that portion of the Side Yard

(i) extending from a point midway between the front and back of the Home to the rear lot line, or

(ii) on those Lots where a fence has been constructed across a Side Yard, extending from the fence to the rear lot line.

(x) **Side Yard** means that portion of a Lot outside of the Home that is located between the Home and the adjacent Home or Common Area.

(y) **Special Assessment** means a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association after collections of Common Assessments, all as further described in the Declaration.

(z) **SJRWMD** means the St. Johns River Water Management District.

(aa) **Surface Water or Storm Water Management System** means a system which is designed and 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. This term includes exfiltration, trenches, wetland preserve areas, conservation easements, mitigation areas, lakes, dams, retention areas, impounds, reservoirs, drainage maintenance easements, and those works defined in Section 373.403(1)-(5) of the Florida Statutes.

(bb) **Turnover Date** means the date upon which Declarant no longer controls the Association Board by virtue of Declarant's appointees being Directors, which shall occur upon the earliest to occur date as described in Section 720.307(1), Florida Statutes.

## ARTICLE II

### ASSOCIATION

In order to provide for the administration of the Property and this Declaration, the Association has been organized under the laws of the State of Florida.

(a) **Articles**. No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided in this Declaration.

(b) **Bylaws**. No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided in this Declaration.

(c) **Powers of the Association**. The Association shall have all of the powers indicated or incidental to those contained in the Articles, Bylaws, and the Florida Not-For-Profit Corporation Act, as from time to time may be amended. In addition, the Association shall have the power to enforce this Declaration, and any rules and regulations adopted by the Association, including the right to fine members, and shall have all of the powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Association.

(d) **Approval or Disapproval of Matters**. Whenever the decision of the Owners is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed in accordance with the Articles and Bylaws, except as otherwise provided in this Declaration.

(e) **Acts of the Association**. Unless the approval or action of the Owners or a certain specific percentage of the Board is specifically required by this Declaration, the Articles or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided in this Declaration to the contrary.

(f) **Entry**. A representative of the Association may enter a Lot for reasonable cause at reasonable hours and upon reasonable notice to an Owner. If there is an emergency, as determined at the sole discretion of the Association, the representative may enter a Lot without notice and at any time.

(g) **Management, Solid Waste Removal, and Cable Television Contracts**. The Association shall have the right to contract for management, maintenance and other such services on such terms and conditions as the Board deems desirable in its sole discretion. Declarant shall have the right to enter into, or cause the Association to enter into, under such terms and conditions as the Declarant deems appropriate in its discretion, the following:

(i) a contract with such entity as Declarant shall determine, to install and furnish cable television equipment and service within the Property and to every Home;

(ii) a contract with such entity as Declarant shall determine to pick up solid waste, in the event such service is not provided at curb-side by the City of Fernandina Beach or other appropriate governmental entity; and

(iii) a contract with such entity as Declarant shall determine to provide security, which contracts may be for such durations, with such easements and upon such terms and conditions, as Declarant deems appropriate and provided that all such contracts shall be fair and reasonable to the Association and to the Owners. Upon expiration or termination of any such

contracts, the Association shall have the same right to enter into cable television equipment and service contracts or solid waste removal contracts to serve the Property and every Home. In the event that the Declarant procures such a security services agreement for the Association, then in such event, all maintenance and/or repairs necessary to the functioning and operation of the installed alarm system shall be the responsibility of the Owner and all Owners shall maintain their alarm system in working order at all times. Neither the Declarant nor the Association shall be responsible or liable to any Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such system. The costs of the basic services to be provided under such bulk contracts shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Lots. The provision of premium cable services to each Home shall be determined by each individual Owner, as each such Owner determines, and the costs for such premium services shall be borne directly by such Owner.

(h) **Membership.** All Owners shall be members of the Association. Membership as to each Lot shall be established and transferred as provided by the Articles and Bylaws.

(i) **Owners' Voting Rights.** The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

### ARTICLE III

#### EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

(a) By Association.

(i) **Common Areas and Other Property.** Except as otherwise provided in this Declaration, the Association shall maintain in good condition, at all times, all Common Areas and improvements situated thereon or upon any other real property owned or leased by the Association including, without limitation, any easement or other real property which the Association is obligated to maintain. If, pursuant to any easement or other instrument to which the Association is or hereafter becomes a party, or pursuant to any obligation of the Association set forth in this Declaration, the Association is to maintain any real property or improvements not within the Property, the Association shall maintain the same in good condition at all times. The Association shall also have the right to assume the obligation to operate or maintain any other real property which is not owned by the Association if the Board, in its sole discretion, determines that the operation or maintenance of such real property by the Association would be in the best interests of the Owners. Such assumption by the Association of the obligation to operate or maintain any real property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the Public Records and may be made in connection with an agreement with any Owner, the Declarant, or any governmental or quasi-governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document, the operation or maintenance of any such real property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, or any governmental authority, to share in the maintenance responsibility of any real property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Owner or any resident of any Home, or their guests or invitees, damages any Common Areas, other real property maintained by the Association, or any improvement thereon, the Owner of such Home shall be liable to the Association for the cost incurred to repair, restore or replace such Common Area or improvement to the extent not covered by the Association's insurance.

(ii) **Lot Landscaping.** The Association may contract for the provision of certain lawn services on behalf of the Owners, which services shall be performed only with respect to the Front Yard of each Lot (the "Front Yard Services"). The cost of the Front Yard Services shall be Common Expenses of the Association. The Landscaping on all Lots shall be maintained, repaired and replaced by the Owner in accordance with the rules and regulations established by the Board from time to time; provided, however, the Owner shall be required to repair or replace any damaged, unhealthy or unsightly landscaping and provide adequate irrigation for all Lot landscaping. Notwithstanding the foregoing, the Association shall, at its cost, maintain, repair and replace the landscaping buffer for the perimeter of the Property as required and approved by the City of Fernandina Beach. The Association shall not transfer responsibility for maintaining, repairing or replacing the landscape buffer to the Owners. The landscape materials on the Creek Bank areas of Lots or Common Areas shall be restricted to Florida-friendly plants. No fertilization shall be permitted on Creek Bank areas.

(iii) **Common Utilities.** The Association shall maintain any utilities which serve more than one Lot, including but not limited to the sanitary sewer system and irrigation system serving more than one Lot.

(iv) **Walks, Driveways and Parking Areas.** All service walks, driveways and parking areas within Common Areas shall be maintained by the Association and shall be kept clean and free of debris, and cracked, damaged or eroded areas on same shall be repaired, replaced or resurfaced as is necessary in the sole discretion of the Board. The Owner of a Lot shall maintain the fences on the Lot except where the fence is a required part of the perimeter landscape buffer in which case the fence will be maintained by the Association.

(v) **Community Pool and Spa General Upkeep.** The Association shall be responsible for general pool and spa maintenance and upkeep such as periodic cleaning and maintenance of chlorine and other chemical levels at the Community Pool area only.

(b) By the Owner.

(i) **General Upkeep.** Each Owner shall maintain his Home and Lot, including, without limitation, the lighting thereon, the address tiles, any patio areas, screenings, outdoor furniture retaining walls and permitted awnings.

(ii) **Lot Landscaping.** Landscaping on the Lot shall be maintained, repaired and replaced by the Owner in accordance with the rules and regulations established by the Board from time to time; provided, however, the Owner shall be required to repair or replace any damaged, unhealthy or unsightly landscaping and provide adequate irrigation for all Lot landscaping. The landscape materials on the Creek Bank areas of Lots or Common Areas shall be restricted to Florida-friendly plants. No fertilization shall be permitted on Creek Bank areas..

(iii) **Exterior of Homes.** The exterior of each Home shall be maintained by the Owner. Maintenance shall include cleaning, repair, repainting, refinishing and when necessary replacement of the exterior surfaces of the Home.

(iv) **Walks, Driveways and Parking Areas.** All service walks, driveways and parking areas within or exclusively serving a Lot shall be maintained by the Owner of the Lot and shall be kept clean and free of debris, and cracked, damaged or eroded areas on same shall be repaired, replaced or resurfaced by the Owner of the Lot as is necessary.

(v) **Fences and Walls.** The Owner of the Lot shall maintain the fences or walls on the Lot except where a fence or wall is a required part of the perimeter landscape buffer in which case the fence or wall will be maintained by the Association.

(vi) **Utilities.** The Owner of the Lot shall maintain the sanitary sewer service line serving the Home extending from the cleanout at the street to the Home. The Owner of the Lot shall maintain the potable water service line serving the Home extending from the meter at the street to the Home.

(vii) **Pools and Spas.** Each Owner shall be responsible for all repair, replacement, maintenance and upkeep of any pools and spas and equipment within their own Lot.

(viii) **Association's Right of Entry.** In the event that an Owner shall:

- (1) Fail to perform the responsibilities as set forth in this paragraph (b); or
- (2) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or
- (3) Undertake unauthorized improvements or modifications to his Lot or Home or to any other portion of his Lot or to the Common Area, as set forth herein;

then in such case, the Association, after approval of two-thirds (2/3) vote of the Board and ten (10) days prior written notice to such Owner, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the Assessment to which the Lot is subject and be subject to the lien rights of the Association.

#### ARTICLE IV

##### COMMON AREAS; GENERAL DUTIES AND OBLIGATIONS OF THE ASSOCIATION

(a) **Conveyance of Common Areas to Association.**

(i) **By Declarant.** Declarant shall have the right to convey title to any real or personal property owned by Declarant, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance of Common Areas to the Association by Declarant shall be effective upon

recording the deed or instrument of conveyance in the Public Records. Fee simple title to the Common Areas shall be transferred by Declarant on or before the Turnover Date.

(ii) **By Any Other Person.** Any other Person may also convey title to any real property owned by such Person, or any easement or interest therein, to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such real property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records.

(b) **Use and Benefit.** All Common Areas shall be held by the Association for the use and benefit of the Association and the Owners and residents of the Property, and their respective guests and invitees, the Institutional Lenders and any other Persons authorized to use the Common Areas, or any portion thereof; by Declarant or the Association for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms, provisions and restrictions of this Declaration, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the Common Areas or contained in the deed or instrument conveying the Common Areas to the Association, and to any rules and regulations duly adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Lot. Provided, however, that neither the Declaration, the Association nor any other person shall unreasonably restrict the Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Areas.

(c) **Additions, Alterations or Improvements to Common Areas.** The Association shall have the right to make additions, alterations or improvements to the Common Areas and to purchase any furniture, athletic, recreational and other equipment, tools, supplies, appliances and other personal property, as it deems necessary or desirable from time to time; provided, however, that the consent of a majority of the Owners shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to twice the aggregate monthly Assessments then payable by all the Owners, or if the cost of all additions, alterations, improvements and purchases of personal property shall in any fiscal year exceed in the aggregate a sum equal to four (4) times the aggregate monthly Assessments then payable by all of the Owners. The foregoing approval shall not be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated with existing Common Areas. The cost and expense of any such additions, alterations or improvements to the Common Areas, and the purchase of any personal property, shall be a Common Expense. Notwithstanding the foregoing, so long as Declarant owns any portion of the Property, Declarant shall have the right, at its expense, to make any additions, alterations or improvements to the Common Areas as Declarant may, in its sole discretion, desire from time to time, without the consent or approval of any other Person.

(d) **Utilities.** The Association shall pay the cost for provision of all utilities services for the Common Areas or for any other real or personal property to be maintained or operated by the Association, as a Common Expense.

(e) **Taxes.** The Association shall pay all real and personal property taxes and municipal assessments for the Common Areas or for any real property owned by Association, as a Common Expense.

(f) **Insurance.** The Association shall purchase insurance as a Common Expense, to the Common Areas as provided in Article XII below.

(g) **Damage or Destruction.** In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "Repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by majority of the votes of the Owners. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a Special Assessment for any such expense.

(h) **Mortgage and Sale of Common Areas.** The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned by the Association without the approval of at least a majority of the votes of the Owners and a majority of the Institutional Lenders. If ingress or egress to any Lot is through any Common Areas, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner of each such Lot unless reasonable alternative ingress and egress is provided to the Owner.

(i) **Specific Maintenance Responsibilities.** In addition to the foregoing, the Association at its cost, shall be specifically responsible for the maintenance of the following portions of the Property, and the Association is hereby granted any and all such easements over those portions of the Property as shall be necessary, appropriate or proper to enable the Association to adequately perform such maintenance:

(i) **Roads and Street Lighting.** The Association shall maintain all roads within the Property and all street lighting within the Property, including those utilities services and apparatus used in connection with the street lighting.

(ii) **Sidewalks, Service Walks and Driveways.** The Association shall maintain the common sidewalks within the Common Areas and the service walk and driveway that serve each Lot, including that portion within the Common Areas that extends from each Lot to the street.

(iii) **Mailboxes.** The mailboxes which are located at a central location, or at various locations, and not on each Home or Lot, shall be maintained, repaired and replaced by the Association.

(iv) **Irrigation.** The Association shall maintain and be responsible for all common irrigation systems on the Property.

(v) **Storm Water Management System.** The Association shall be responsible for the maintenance, operation, repair and, if necessary, replacement of the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water quality treatment, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SJRWMD. Any repair, reconstruction or replacement of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved in writing by the SJRWMD.

## ARTICLE V

### EASEMENTS

Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

(a) **Easements for Pedestrian and Vehicular Traffic.** Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners and the residents of the Property, and their guests and invitees, and the Institutional Lenders.

(b) **Perpetual Nonexclusive Easement in Common Areas.** The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all Owners and residents of the Property from time to time, and their guests and invitees, and Institutional Lenders for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(c) **Service and Utility Easements.** Easements in favor of governmental and quasi-governmental authorities, utilities companies (including, but not limited to, the providers of electric, telephone, telecommunications, natural gas, water, sewer, drainage and similar services), cable television and communications companies, security/surveillance system companies, ambulance or emergency vehicle companies and mail carrier and courier services (i) over and across all roads existing from time to time within the Property, and (ii) over, under, upon and across the Common Areas, all as may be reasonably required to permit the foregoing providers, and their agents and employees, to undertake their respective authorized services to and for the Property and the Owners, provided that easements in favor of cable television and communication companies and security/surveillance system companies shall be only as granted in writing by the Association. Also, easements over, under, upon and across those portions of the Property as may be required for the installation, maintenance, repair and provision of utilities services, equipment and fixtures in order to adequately serve the Property or any Lot, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security; provided, however that easements which serve more than one Lot or the Common Areas shall, to the extent feasible, only exist under the Common Areas, and shall only be for utility services actually constructed or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Home to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easements reserved in this Declaration; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Home shall be made with reasonable notice to the Owner.

(d) **Easement Regarding Common Boundaries.** An easement of ingress and egress in favor of Owner shall exist, to the extent reasonably required, into the contiguous Lot or Common Area, as the case may be, for the purpose of utilities



servicing the Home and for maintaining the Home. The Owner shall not be liable for any damage or destruction to any landscaping within any such easement area which is caused in connection with the reasonable maintenance of his Home.

(e) **Encroachments.** If any portion of the Common Areas or any improvement within the Common Areas encroaches upon any Lot, if any Home encroaches upon any adjoining Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements or any portion thereof or any Home after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Home or the Common Areas, then, in any such event, a valid easement shall exist for such encroachment and/or the maintenance of the same so long as the improvements shall stand.

(f) **Easements for Overhangs and Foundations** Each Owner grants to his respective adjacent Owners and to the Association an easement over such part of the Lot and Home of the Owner necessary for overhanging troughs or gutters, downspouts and roof eaves which discharge therefrom rainwater and the subsequent flow thereof and for subsurface foundation footings.

(g) **Maintenance of Common Utility Systems.** The Association and its employees, agents, and contractors shall have a general purpose easement to enter a Lot and access common utilities systems to perform such maintenance as the Association is required to perform hereunder. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner and consent is hereby given to enter on the adjacent Lot to effect necessary repairs and reconstruction.

(h) **Maintenance of Storm Water Management System.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the SJRWMD permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

(i) **Additional Easements.** Declarant (so long as it owns any Lots) and the Association, on its own behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under or across the Common Areas in favor of the Owners and residents of the Property and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association or the Owners and residents of the Property, and their guests and invitees, or in favor of any Person, public, or quasi-public authority or utility company, or (iii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association or the Owners and residents of the Property, and their guests and invitees, or in favor of any Person, public or quasi-public authority or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no joinder of any Owner or Institutional Lender shall be required, or if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners irrevocably appoint Declarant or the Association as their attorney-in-fact for the foregoing purposes.

## ARTICLE VI

### RESTRICTIONS

(a) **Garages.** Garages shall at all times be maintained to comply with this Declaration and all applicable governmental regulations. No garage shall be permanently enclosed, and no portion of the ground floor of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

(b) **Outside Storage of Personal Property.** The personal property of any Owner shall be kept inside the Owner's Home, except for tasteful patio furniture and other personal property commonly kept outside.

(c) **Portable Buildings.** No portable, temporary or accessory buildings or structures, or tents, shall be erected, constructed or placed thereon upon any Lot for storage or otherwise, without the prior written consent of the Association except those erected, constructed or placed by Declarant.

(d) **Solid Waste.** Solid waste removal for each Lot shall be provided on such reasonable terms as determined by the Board from time to time, whether curb-side or at a common point, in its sole and absolute discretion. Notwithstanding the forgoing, all such terms shall comply with this Declaration and all applicable governmental regulations. The cost for solid waste removal for each lot shall be paid by the Owner of the lot. The Owners shall comply with all rules and regulations promulgated by the Board and with all applicable governmental regulations in connection with solid waste removal. Trash, garbage and recycling bins, bags or other means of containment shall not be visible from the street except on regularly scheduled collection days when they are placed for curb-side pickup. In the event an Owner does not comply with the rules and regulations regarding solid waste removal and thereby causes additional expenses to the Association, such additional expenses may be assessed against the Owner and his Lot.

(e) **Parking and Other Vehicle Restrictions.** Parking for Owner's vehicles shall be restricted to the garage and driveway on the Owner's Lot. There shall be no parking on any Lot or Common Area, except to permit the temporary parking (i) of commercial vehicles while making deliveries to, from, or while used in connection with providing services to the Property; (ii) on the street edge of the Owner's lot only if the Owner's driveway or garage is temporarily occupied by a vehicle owned by a guest of the Owner or by a service vehicle or (iii) to permit maintenance activity requiring the temporary use of the Owner's driveway, so long as said temporary parking encroaches only on the Owner's Lot or Common Area and does not interfere with two-way traffic flow and access by emergency vehicles. Owner's vehicles shall not be parked in parking spaces designated for guest parking in the Common Areas except while temporarily stopping for mail pick-up.

All vehicles parked on the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain on the Property for more than 24 hours unless it is parked in a garage. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. No repair or maintenance of vehicle shall be conducted on the Property, except that routine maintenance may be conducted within garages on the Lots as long as it does not create an unreasonable annoyance to the Owners.

Any vehicles violating the provisions of this subparagraph VI (e) may, at the discretion of the Board, be removed from the Common Areas subject to the provisions of 705.07, Florida Statutes. In addition, any Owner is also subject to a fine being levied and assessed against him by the Board with respect to the removal cost of any vehicle owned by him, his tenants, occupants, guests or invitees.

(f) **Pets.** No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the Property. Up to three (3) common household domestic pets may be kept within a Home subject to such reasonable rules and regulations as may be adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the Association's access to the Rear Yard for the purpose of discharging its rights and obligations under this Declaration shall, upon three (3) days written notice from the Board, be permanently removed from the Property by the Owner. All pets must be carried or kept on a leash unless properly secured in an Owner's fenced, Rear Yard. No pet shall be allowed on Common Area unless secured by a lease or otherwise properly restrained and accompanied by a person. Owners shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the Home in which such Owner resides. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this subparagraph VI (f). Notwithstanding anything herein to the contrary, under no circumstances shall any pit bull dog reside in or be kept within any portion of the Property. Any subsequent amendments to these provisions or enactment of any rules and regulations to the contrary shall not apply to any Owner's pet occupying the Owner's Lot or Home prior to such amendment or enactment (an "Existing Pet") until such time as the Existing Pet dies or no longer resides with the Owner.

(g) **Easements, Rights and Obligations Regarding Common Lot Lines.** The Owner of any Lot with a Home whose wall is to be constructed on the common boundary line with an adjoining Lot shall not possess the right to cut windows or other openings in said wall, nor make any alterations additions or structural changes in said wall without consent from the Owner of such adjoining Lot.

(h) **Air Conditioning Units.** Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All air conditioning units shall either be kept or placed in fenced or enclosed areas of the Rear or Side Yard of the Lot, or in landscaped areas approved by the Association, so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent Lot.

(i) **Nuisances.** No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners.

(j) **Outside Antennas; Cable Television Signals and Service** Unless approved by the Board, no outside signal receiving or sending antennas, dishes or apparatus are permitted. No private reception device shall be placed on any Lot or within any Home to receive television signals and no Owner shall receive cable television signals or service on his Lot from any company or source other than a cable television company permitted by the Association to provide cable television service to the Property and the individual Lots. Notwithstanding the foregoing, Direct TV or a satellite dish of similar size and use shall be permitted. Installation of satellite dishes by Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Lot, and may not be on or protrude onto the Common Areas or into any other Lot; (ii) the dish may be no greater than one meter or 39.37 inches in diameter; and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Areas. Notwithstanding the foregoing, the Board shall have the right to review and approve the site, location and type of dish prior to installation. In no event shall any cable or wiring from satellite dishes or outside antennas be placed along exterior walls of a Home other than in the ordinary course of installation.

(k) **Boats, Motorcycles, Personal Watercraft.** Provided Owner is in compliance with the parking and other vehicle restrictions set forth in paragraph (e) of this Article VI, an Owner may also keep a single boat upon their Lot provided same is kept in Owner's garage at all times when not in use. Kayaks, canoes or similar small vessels shall not be restricted in number provided same is kept in Owner's garage at all times when not in use. Owners may keep a combination of no more than a total of two (2) motorcycles, mopeds or personal watercraft upon their Lot provided same are kept in Owner's garage at all times when not in use. Boats and personal watercraft shall not be started on the Property at any time. No boat, motorcycle, moped or personal watercraft shall be parked in areas other than in the Owner's garage. All motorcycles shall be equipped with appropriate noise muffling equipment such that they do not abuse normal noise levels.

(l) **Enclosures.** Screen or other enclosures shall be allowed on back porches, patios, and balconies subject to approval of the Board. No screen or other enclosures shall be allowed on front porches or balconies. No screen doors or storm doors shall be permitted on the front door of the Home. The height of any screened-in or otherwise enclosed porches, patios or other enclosed structures originally constructed by Declarant shall not be increased without the written approval of the Association, and without such approval, no such enclosures shall be constructed by anyone other than Declarant.

(m) **Signs.** No signs, except as approved by the Architectural Committee of this Association, shall be placed, erected or displayed on any Lot or other area within the Property.

(n) **Business.** No trade, business or any commercial use shall be conducted in or from any Lot or Home unless such business, trade or commercial use is conducted from a single room within the Home and does not affect the quiet enjoyment of other Owners in the community.

(o) **Unlawful Use.** No improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

(p) **Occupants.** Each Lot is restricted to residential use as a single family residence by the Owner or Owners thereof, their tenants, immediate families, guests and invitees. Owners shall be responsible for providing to the Association the names and contact information for all tenants, guests and invitees permitted on Owner's Lot.

(q) **Use.** No person shall use the Lot or any parts thereof in any manner contrary to this Declaration.

(r) **Interference.** Neither the Association, Architectural Committee nor any Owner, including their guests, employees and guests, shall interfere with the Declarant's completion and sale of the Lots.

(s) **Fences.** No fence, or other improvement, shall be erected upon a Lot which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Property, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. Front Yard fences shall be limited to limited to up to 3 foot high picket type located only on the side lot line. Rear Yard fences may be up to 7- foot high privacy type extending no more than 15 feet from the back of the Home towards the rear lot line along the side lot line unless otherwise approved by the board. All other Rear Yard fencing shall be limited to up to 4-

foot high picket type fence. Those Lots containing Creek Banks shall not extend fencing down the Creek Bank past the top of bank.

(t) **Not Applicable to Declarant.** The above restrictions set forth in this Article shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Property.

(u) **Surface Water Management.** No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to, the excavation or filling of any portion of the Property; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of drainage improvements upon the Property by Declarant in accordance with permits issued by controlling governmental authorities. The Surface Water Management System shall also be subject to Permit No. 40-089-89061-3 issued by the SJRWMD. Copies of the SJRWMD permit and any future SJRWMD permit actions shall be maintained by the Association's registered agent for the Association's benefit. The Association shall take assignment of the referenced system and SJRWMD permit from the Declarant and shall be responsible for any and all maintenance obligations thereunder including any required wetland mitigation or monitoring. The Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other storm water management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(v) **Hurricane Preparations.** All Owners who plan to be absent from their Home during the hurricane season must, prior to departure, prepare their Lot and Home by: (a) removing all outside furniture, grills, potted and hanging plants and other moveable objects from the Lot and exterior portion of the Home; and (b) designating a responsible firm or individual to care for the Home should the Home suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual. If any Owner fails to comply with the provisions set forth herein and in the event that a hurricane warning is issued for Nassau County, the Association shall have the right, but not the obligation, to make such preparation as the Association deems necessary and charge such Owners any and all expenses incurred.

(w) **Mining or Drilling.** There shall be no mining or drilling for water, minerals, oil, gas or otherwise undertaken within any portion of the Property ("Mining Activity"). Activities of Declarant or other parties in creating, or maintaining utilities or other facilities serving the Property shall not be deemed a Mining Activity.

(x) **Solicitations.** There shall be no solicitation permitted by any persons upon any Common Areas or Lot for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

(y) **Subdivision and Partition.** The Lots shall not be subdivided further than as provided in the Plat. The area and width of each Lot on the Property upon which a Home may be constructed shall be as shown on the Plat.

(z) **Community Pool.** Children under twelve (12) years of age are not permitted in or around the Community Pool unless accompanied by an adult. Since there are no lifeguard or others supervising pool activities in the Community Pool, and since Home doors, and pool fence gates may be inadvertently left open or unlocked, Owners and Owner's guests, tenants, servants, and invitees, are all responsible for their own safety and the safety of their children, and are solely responsible for any and all injuries, liabilities, damages and death sustained to themselves and/or their children within the Property. Regulations regarding the Community Pool area shall be posted in a conspicuous place in the swimming pool area. All persons using the Community Pool must shower prior to entering the Community Pool, all rubbish must be properly disposed of, any personal property brought upon Common Areas must be removed, and no radios or other sound systems may be used without privacy headphones. No rafts or flotation devices are permitted when others are using the Community Pool. No food or beverage is permitted in the Community Pool, and no breakable containers are allowed anywhere on Common Areas. No diving is permitted in the Community Pool. Any person using suntan lotion or oil must cover any lounge chair they are using with a towel. All infants and toddlers must wear a rubberized form-fitted or waterproof garment over a diaper while in the Community Pool. Additional regulations shall include those that are necessary to comply with the laws of the City, County or State regarding swimming pools and other public facilities, and those that are deemed necessary and reasonable by the Board from time to time to insure the proper use of the Community Pool, and related facilities on the Common Area. It shall be the responsibility of all Owners to apprise themselves of any amended and/or additional Rules and Regulations regarding the Community Pool and other facilities within the Common Areas.

(aa) **Window, Door and Balcony Treatments.** No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of any Home without the prior written consent of the Board. Interior window treatments shall consist of drapery, blinds, decorative panels, or other tasteful materials, and no foil or sheets or other temporary window treatments are permitted. No windows shall be tinted and no tinted glass shall be installed, and no window/sliding door screening shall be replaced other than with screening of the same material and similar color as originally exists, without the prior written consent of the Board. Balconies, courtyards, and patios may not have anything affixed to the walls within such balconies, courtyards or patios except with the prior written consent of the Board.

(bb) **Architectural Control for Exterior Changes.**

(i) **Owner to Obtain Approval.** No Owner shall make, install, place, or remove any building, fence, wall, patio area, spa, swimming pool, landscaping, driveway, walkway or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot, or the exterior of the Owner's Home, unless the Owner first obtains the written approval of the Association to same, except that such approval shall not be required for any maintenance or repair which is such Owner's responsibility which does not result in a material change in any improvement or a change in the color of same.

(ii) **Association's Consent.** Any request by an Owner for approval by the Association of any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as it will approve same. Approval may be withheld by the Association in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any Lot or Home. The Association shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the Association, provided that in the event the Association fails to approve any request within such thirty (30) day period, the request shall be deemed disapproved and the Association shall give written notice of such disapproval, but failure to do so shall not constitute approval by the Association. In consenting to any plans or specifications, the Association may condition such consent upon changes being made. If the Association consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Association, and subject to any conditions of the Association's approval, provided, however, that all necessary building and other approvals have also been obtained from all appropriate municipal and other governmental authorities.

(iii) **No Liability.** The Association shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Association shall not be deemed to be a determination that such plans or specifications are complete or without defect, or are architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

(iv) **Remedy for Violations.** In the event this Article is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Association, or is not made in strict conformance with any approval granted by the Association, the Association shall specifically have the right to demand that an Owner stop, remove or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Association, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. Any action to enforce this Subparagraph VI (iv) must be commenced within two (2) years after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

(cc) **Rules and Regulations.** The Association may adopt reasonable rules and regulations relating to the use and maintenance of the Property. Rules and regulations relating to the recreational facilities within the Property may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner upon request.

(dd) **Waiver.** The Association shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association, or any other Person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as Declarant owns any Lot, if any waiver or deviation of any restriction requires the consent of the Association, such consent shall be obtained from Declarant, and not from the Association, unless Declarant voluntarily relinquishes this right at an earlier date.

(ee) **Leasing Restrictions.**

(i) Entire Lots may be rented provided the occupancy is only by the tenant, his family and guests. No rooms may be rented. The lease of any Lot shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than six (6) calendar months (e.g. an Owner cannot lease its Lot for six (6) months or more and then allow the lessee to rent out all or any portion of the Lot for periods of less than six (6) months).

(ii) Any lease shall provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration and any rules and regulations adopted by the Association. The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease. The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Lot. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Lot may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(iii) When a Lot is leased, a tenant shall have all use rights in the Property otherwise readily available for use by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes.

(iv) The Association shall have the right to require an Association Lease Rider, in a form approved in the sole discretion of the Board, attached to and executed as a part of all Lot leases.

The foregoing Lease Restrictions shall not apply to Homes owned and leased by Declarant.

(ff) **Rights Reserved to Declarant.**

(i) The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Property while owned by Declarant, or to any undeveloped portion of the Property, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property or the construction of any Homes and other improvements thereon, or any activity associated with the sale or lease of any Homes by Declarant. Specifically, and without limitation, at all times and from time to time prior to the sale by Declarant of the last Lot within the Property, the right is reserved by and for the benefit of Declarant, and Declarant shall have the right to: (1) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (2) maintain customary and usual sales, general office and construction operations on any portion of the Property to the exclusion of any use or right of access by other Owners; (3) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Property for sales, construction, storage or other purposes; (4) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (5) post, display, inscribe or affix to the exterior of any Home owned by Declarant, upon any other Lot owned by Declarant, or upon any other portion of the Common Areas or improvements thereon, signs and other materials used in developing, constructing, selling or promoting any portion of the Property; (6) excavate fill within or contiguous to the Property by dredge or dragline, store fill on the Property, and sell excess fill from the Property; (7) grow plants and trees upon the Property for later use and sell excess plants and trees; and (8) amend, alter, change, modify the plan of development of the Property and the appearance of any Home.

(ii) The Declarant and any builder shall have a right to access and easement on, over, under and through all of the Property, or later added or annexed hereto, for construction and sales purposes, for so long as Declarant or builder owns any Property included within the Property, or later added or annexed.

(iii) So long as Declarant owns any Lot, Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the Assessments payable by the Owner; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.



## ARTICLE VII

### ASSESSMENT FOR COMMON EXPENSES

(a) Each Owner shall be responsible for the payment to the Association of Assessments for each Lot owned by the Owner, which amount shall be assessed to the Owner as described below. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except for any Assessments owed by Declarant, and except as provided in Subparagraph VIII(a)(vi) of this Declaration.

Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the Common Areas and those other portions of the Property which the Association is obligated to maintain. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to maintenance and repair within retention areas, drainage structures and drainage easements.

(b) Subject to the provisions of subparagraph VII(c) the balance of the budget shall be assessed uniformly against each Lot. The Board shall establish the annual and regular Assessment for each Lot, which shall be payable in the frequency determined by the Board. The Board may modify the budget in accordance with the provisions of this Declaration, the Articles or the Bylaws. If the expenditure of funds for Common Expenses, including the Association's legal fees, is required in excess of the funds produced by Assessments, the Board may make Special Assessments, which shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board; provided that except for assessments authorized by this Declaration to be made against any specified Lot or Lots, and subject to the provisions of subparagraph VII(c), all regular, special, capital and other assessments shall be fixed at a uniform rate for each Lot.

(c) Until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments for Lots it may then own, Declarant shall not be liable for Assessments for any Lots it owns, but in lieu thereof, Declarant shall be responsible for all Common Expenses (exclusive of any reserve items) in excess of the sum of all Assessments receivable (whether or not received) from the other Owners (including interest, late charges and fines), all other income and other monies received by the Association and any surplus carried forward from the preceding year(s). During such period when Declarant is not liable for Assessments for Declarant owned Lots, the Assessments shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Homes and improvements contemplated within the Property were completed, so that Assessments against individual Lots during such period will be approximately what said Assessments would be if the development of the Property as contemplated by the plat was complete. In no event shall Declarant be required to fund reserves allocated to any Homes which are not yet constructed or to any Homes owned by Declarant.

## ARTICLE VIII

### DEFAULT

#### (a) Monetary Defaults and Collection of Assessments.

(i) Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the Assessment, or Ten Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

(ii) Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all Special Assessments, or for all other Assessments payable to the Association.

(iii) Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the Public Records, stating the description of

the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(iv) **Collection and Foreclosure.** The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

(v) **Rental and Receiver.** If an Owner remains in possession of his Home and the claim of lien of the Association against his Home is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Home, and the Association shall be entitled to the appointment of a receiver to collect the rent.

(vi) **Obligations for Past Due Assessments.** Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record of an Institutional Lender, or where an Institutional Lender accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall only be liable for any Assessments or for other monies owed to the Association pursuant to the provisions of Section 720.308(c), Florida Statutes (2014), as amended from time to time, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, other than the Association, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments and such other expenses as may be assessed to the Owners Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record of an Institutional Lender or by the acceptance of a deed in lieu thereof, including without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled enjoyment of the Common Areas until such time as all unpaid Assessments and other monies have been paid in full to the extent permitted by Chapter 720, Florida Statutes.

(vii) **Assignment of Claim and Lien Rights.** The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

(viii) **Estoppel Certificate.** Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written estoppel certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby. The Association is entitled to charge a reasonable fee for this service.

(ix) **Allocation of Payments.** Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

(b) **Non-Monetary Defaults.** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:



(i) commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

(ii) commence an action to recover damages; or

(iii) take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records.

(c) **Fines and Suspension of Privileges.** In addition to all other remedies, the Board shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or occupants) right to use the Common Area recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or occupant for the failure of the Owner, his family, tenants, guests, invitees or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(i) The Association shall give the Owner or occupant at least fourteen (14) days' notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board, which committee members shall not be officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Owner or occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(ii) At any hearing, the committee shall be presented with the violation(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 hearing.

(iii) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board may be imposed against the Owner, his family, tenants, guests, invitee or occupants.

(iv) 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.

(v) Amounts: The Board may impose Special Assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice, a fine not in excess of One Thousand Dollars (\$1,000.00);

(4) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(vi) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment of the penalties.

(vii) **Collection of Fines:** Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

(viii) **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board.

(ix) **Non-Exclusive Remedy:** 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 Special Assessment as a lien on the Lot; 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 Section do not apply to suspensions or fines arising from failure to pay Assessments.

(x) The failure of Declarant, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation contained in this Declaration, 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 other breach or violation.

(d) **Negligence.** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Home, or the Common Areas.

(e) **Right of Association to Evict Tenants, Occupants, Guests and Invitees.** The Association reserves all of its rights under Chapter 83, Florida Statutes, with respect to any tenant, occupant, guest, invitee or any other Person present in a Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home. The expense of any action pursuant to Chapter 83, Florida Statutes, including attorneys' fees, may be assessed against the Owner of the Lot in which such tenant or other Person was residing or was present as a guest or invitee of the Owner or other resident of such Home, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

(f) **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

(g) **Rights Cumulative.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

(h) **Enforcement By or Against other Persons.** In addition to the foregoing, this Declaration may be enforced by Declarant, or the Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

(i) **Other Enforcement.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

## ARTICLE IX

### TERM OF DECLARATION

All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire

title, for a period of fifty (50) years from the date of this Declaration, unless, except in connection with a casualty, within such time, ninety percent (90%) of the Owners and Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the Owners and a majority of the Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

## ARTICLE X

### AMENDMENTS

(a) This Declaration may be amended upon the approval of not less than a majority of the Owners. In addition, so long as Declarant owns any portion of the Property, this Declaration may be amended from time to time by an instrument executed solely by Declarant and without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or Bylaws, then such amendment may be made and filed by the Declarant or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Owner. Such right of Declarant to amend this Declaration shall specifically include amendments adding any real property to, or withdrawing any real property from, the Property, including the addition or deletion of Common Areas, provided that any such amendment shall require the joinder of the owners of such real property being added or deleted, or any portion thereof, if other than Declarant. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

(b) No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners and Institutional Lenders of such Homes so affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

(c) For so long as Declarant owns any Property affected by this Declaration the Declarant shall have the right to create and transfer, out of Property, any Common Areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

(d) Any amendment to the Declaration which alter any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the SJRWMD.

## ARTICLE XI

### SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS

(a) **Notice of Action.** Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of the following:

- (i) any condemnation or casualty loss which affects a material portion of the Property or such Lot;
- (ii) any sixty (60) day default in the payment of Assessments or charges owed to the Association or in the performance of any obligation hereunder by the Owner of the Lot;
- (iii) any lapse, cancellation or material modification of any insurance Policy or fidelity bond maintained by the Association;

(iv) any proposed action which would require the consent of a specified percentage of Institutional Lenders.

(b) **Consent of Institutional Lenders.** Whenever the consent or approval of any, or a specified percentage or portion of Institutional Lenders are required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Property, the Association may request such consent or approval of such Institutional Lender(s) in accordance with the provisions of Section 720.306, Florida Statutes (2014), as amended from time to time.

## ARTICLE XII

### INSURANCE ON COMMON AREAS AND HOMES

(a) **Common Areas.** The Association shall purchase insurance on the Common Area as follows to the extent such insurance is available:

(i) **Hazard Insurance.** Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the then current replacement cost of all Common Areas (exclusive of land, landscaping, foundations, excavations and other items normally excluded from coverage), and any improvements situated upon any real property owned by the Association. Such insurance shall also cover fixtures and building service equipment and personal property and supplies owned by the Association. The Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Property insured hereunder. The cost of any such appraisal shall be a Common Expense.

(ii) **Comprehensive General Liability Insurance.** Protecting the Association from claims for bodily injury, death or Property damage providing for coverage of at least \$1,000,000 for any single occurrence.

(iii) **Blanket Fidelity Bonds.** For anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least for the sum of three (3) months aggregate Assessments on all Homes plus the Association's reserve funds, if any.

(iv) **Flood Insurance.** If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other property covered by the required form of policy in an amount deemed appropriate, but not less than the following: (1) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area; or (2) one hundred percent (100%) of current replacement cost of all such buildings and other insurable property.

(v) **Other Insurance.** Such other commercially reasonable and prudent insurance coverage as may be desired by the Association, such as flood insurance, errors and omissions insurance, workers compensation insurance, directors' and officers' liability insurance or any other customary form of insurance.

(vi) **Notices.** All insurance purchased by the Association must include a provision requiring at least ten (10) days written notice to both the Association before the insurance can be cancelled or the coverage reduced or modified for failure to pay premiums or any other reason.

(vii) **Deductible.** Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed \$5,000.00 or such other greater sum as is approved by the Board with the consent of a majority of the Owners.

(viii) **Rights of Institutional Lenders.** Upon request, each Institutional Lender shall have the right to receive a copy of the certificate of the insurance purchased by the Association.

(ix) **Expenses.** The expenses of all insurance shall be a Common Expense.

(b) **Directors and Officers Errors and Omissions Insurance.** The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including, but not limited to, any officer or director appointed or elected by the Declarant, which insurance shall provide coverage for any acts taken or omissions made, and further

that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or Director of the Association.

(c) **Homes and Lots.** Each Owner shall insure their Lots and Homes, as follows, to the extent such insurance is available:

(i) **Hazard.** All Homes and Lots and the buildings and improvements thereupon are to be insured in an amount equal to the maximum insurable replacement value, including foundation and excavation costs. Such coverage shall provide protection against the following:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, wind and flood disaster insurance; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(ii) **Comprehensive General Liability Insurance.** Protecting the Owners from claims for bodily injury, death or Property damage providing for coverage of at least \$1,000,000.00 for any single occurrence.

(iii) **Flood Insurance.** If the Home and Lot is located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Owner shall obtain and pay the premiums upon a policy of flood insurance on Home and Lot covered by the required form of policy in an amount deemed appropriate, but not less than the following: (1) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Home and Lot located within a designated flood hazard area; or (2) one hundred percent (100%) of current replacement cost of all such buildings and other insurable property.

### ARTICLE XIII

#### OFFICIAL RECORDS

(a) **Records Available.** The Association shall make available to Owners and to Institutional Lenders, and to holders, insurers, or guarantors of any first mortgage on any Lot, current copies of this Declaration, the Articles or Bylaws, other rules concerning the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

(b) **Financial Statement.** Any Institutional Lender shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

(c) **Conflicts.** As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Lot eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

### ARTICLE XIV

#### MISCELLANEOUS

(a) **Conflict with Articles or Bylaws.** In the event of any conflict between the Articles and the Bylaws and this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

(b) **Authority of Association and Delegation.** Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

(c) **Government Backed Mortgages.** As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and Bylaws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Lot eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or Bylaws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

(d) **Severability.** The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

(e) **Assignment of Declarant's Rights.** Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the Bylaws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the county in which the Property is located. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant, unless such assignee is assigned and agrees to assume such liability.

(f) **Membership in Other Entities.** The Association shall not become a member of any ad hoc committee, association, corporation or other entity the acts of which are binding upon the Association and/or its members unless membership in such entity is approved by a majority of the members, and provided that until such time as Declarant no longer owns a Lot, Declarant's written approval of such membership shall be required.

(g) **Permits, Licenses and Easements.** The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, proper maintenance and operation of the Property, as so determined by the Board.

(h) **Controlled Access.** The Association shall have the right and power to control the access to the Property, as determined by its Board, including but not limited to a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result. Further, neither the Declarant nor the Association shall be responsible or liable to any Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such device or system.

## ARTICLE XV

### NOTICE AND DISCLAIMER AS TO COMMUNITY SYSTEMS

DECLARANT, DECLARANT'S DESIGNEES, AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, DECLARANT'S DESIGNEES, THE ASSOCIATION OR ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. Every Owner or occupant of Property receiving security services agrees that Declarant, Declarant's designees, the Association or any of their successors or assigns assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider.

## ARTICLE XVI

### SURFACE WATER MANAGEMENT

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the SJRWMD prior to such termination, dissolution or liquidation. Subject to the preceding, in the event that the Association is ever dissolved, either voluntarily or involuntarily, any Property within the development consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government to guarantee future maintenance of said system; however, in the case that an appropriate agency of local government shall not accept such conveyance, then the Surface Water Management System shall be dedicated to a similar non-profit corporation, approved by the SJRWMD with the cost and management of same being born by the Members of this Association. All applicable provisions of any future amendments to the Declaration or other documents pertaining thereto which would affect the Surface Water Management System, including the water management portions of the Common Areas shall require the prior written approval of the SJRWMD.

#### ARTICLE XVII

##### DISCLAIMER OF WARRANTIES.

(a) TO THE MAXIMUM EXTENT LAWFUL DECLARANT HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTE, COMMON LAW, CASE LAW OR OTHERWISE AS TO VIEW, DESIGN, SOUND AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE PROPERTY INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COMPLIANCE WITH PLANS TO THE EXTENT APPLICABLE AND NOT YET EXPIRED. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE HOMES (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

(b) Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may, if allowed to remain for a sufficient period, become toxic and potentially pose a health risk. By acquiring title to a Home, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Owner, by acceptance of a deed, or otherwise acquiring title to a Lot, shall be deemed to have agreed that Declarant is not responsible, and the Declarant hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Owner's responsibility to keep the Home clean, dry, well-ventilated and free of contamination.

(c) Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Property by that activity. Because the Property is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Lot or of any part of the Property (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Lot or from the Property. Therefore, each Owner, for itself, its successors and assigns, agrees to release Declarant, its partners and is and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them, including but not limited to contractors, engineers, architects and their officers, directors, shareholders, employees, and agents, ("Declarant's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceeds, related to or arising out of any claim against the Declarant or Declarant's Affiliates related to Views or the disruption, noise, commotion and other unpleasant effects of nearby development or construction. As a result of the foregoing there is no guarantee of view, security, privacy, location, design, density or any other matter.

(d) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department





JOINDER AND CONSENT OF ASSOCIATION TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC., hereby joins in, and consents to, the Declaration of Covenants and Restrictions for Amelia Oaks, to which this Joinder and Consent is attached.

Signed and delivered  
in the presence of:

*[Signature]*  
Print Name: Brian J. Baker  
*[Signature]*  
Print Name: MARITA FRATELLO

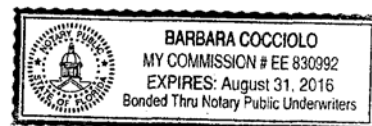
AMELIA OAKS HOMEOWNERS' ASSOCIATION,  
INC., a Florida corporation not-for-profit

By: *[Signature]*  
John Hawley, President

STATE OF FLORIDA       )  
                                  DUVAL  
COUNTY OF ~~NASSAU~~    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2015, by John Hawley, as President of AMELIA HOMEOWNERS' OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public – State of Florida  
\_\_\_\_\_  
Printed Name of Notary  
My Commission Expires:




**CONSENT AND JOINDER OF MORTGAGEE**

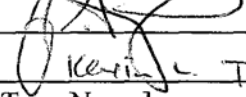
The undersigned, Branch Banking and Trust Company, a North Carolina banking corporation ("Mortgagee"), with its principal place of business at 200 West Forsyth Street, Suite 200, Jacksonville, Florida, the owner and holder of (i) that certain Mortgage of Real Estate and Security Agreement from D&H Homes LLC to Mortgagee, dated and recorded on January 22, 2014 and recorded in Official Records Book 1898, Page 1563 of the public records of Nassau County, Florida and (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Financing Statement from D&H Homes LLC to Mortgagee dated December 15, 2014 and recorded on December 16, 2014, in Official Records Book 1952, Page 1486 of the public records of Nassau County, Florida, (items (i) and (ii) are collectively referred to as the "Mortgage"), hereby consents to and joins in the recording of the Declaration Covenant and Restrictions for Amelia Oaks to be recorded in the public records of Nassau County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 11 day of February, 2015.

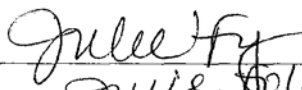
Signed and sealed in the presence of:

**BRANCH BANKING AND TRUST COMPANY,** a North Carolina banking corporation,

  
 [Print or Type Name] Candace Mullen

By:   
 [Print or Type Name] Kevin L. Trap

Its: Vice President

  
 [Print or Type Name] Julie Foley

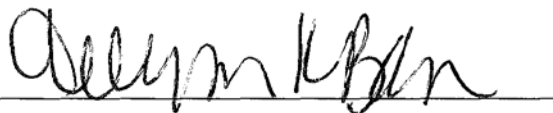
STATE OF FLORIDA

COUNTY OF Duval

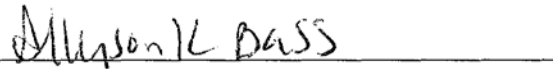
The foregoing instrument was acknowledged before me this 11 day of February, 2015,  
by Lynn Tring, the Vice President of Branch Banking and  
Trust Company, a North Carolina banking corporation, on behalf of the corporation. Such person  
did not take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.  
☐ produced a current Florida driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



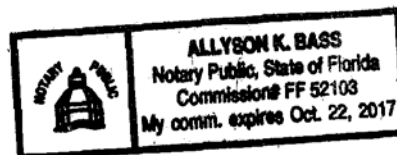
Signature of Notary



Name of Notary Typed, Printed or Stamped)

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

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



**EXHIBIT "A"**

**LEGAL DESCRIPTION - PROPERTY**

All the lands within "AMELIA OAKS", as recorded in Plat Book 8, Pages 85 through 87, inclusive, of the Public Records of Nassau County, Florida, less and except Tract F thereof.

EXHIBIT "B"

ARTICLES OF INCORPORATION

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## ARTICLES OF INCORPORATION

### OF

### AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC.

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Amelia Oaks to be recorded in the public records of Nassau County, Florida, as it may be modified and supplemented from time to time ("Declaration").

#### ARTICLE I - NAME

The name of the corporation is AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

#### ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

John Hawley  
 2374 NW 38<sup>th</sup> Street  
 Boca Raton, Florida 33431

#### ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be located at 2374 NW 38<sup>th</sup> Street, Boca Raton, Florida 33431; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

#### ARTICLE IV - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and the Common Area, all within that certain tract of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Owners of the Parcels. For such purposes, the Association shall have and exercise the following authority and powers:

1. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws. The Declaration is incorporated herein by this reference as if set forth in detail.

2. To fix, levy, collect and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and 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

Prepared by Melissa Nelson  
 Florida Bar No. 668079  
 Holland & Knight LLP  
 50 N. Laura St., Suite 3900  
 Jacksonville, FL 32202  
 904-353-2000

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licenses, taxes or governmental charges levied or imposed against the property of the Association, including without limitation, adequate Assessments for the costs of maintenance, repair and operation of the Stormwater Management System, including without limitation drainage structures and drainage easements.

3. To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Area may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

4. To borrow money and, with the assent of seventy-five percent (75%) of the holders of votes at a duly noticed meeting of members at which a quorum is present in person or by proxy, to mortgage, pledge or hypothecate any and all of the Association's real or personal property as security for money borrowed or debts incurred.

5. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

6. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.

7. To make, establish and amend reasonable rules and regulations governing the use of the Parcels and Common Area.

8. To maintain, repair, replace, operate and manage the Common Area.

9. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Area.

10. To exercise architectural control over Improvements within the Property pursuant to the rights granted to the Association in the Declaration.

11. To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management District Permit No. 4-031-23600-17 requirements and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District.

12. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

13. To timely file all required corporate filings with the Florida Secretary of State's office.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528

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of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

#### ARTICLE V - MEMBERSHIP

1. Every person or entity who is record owner of a fee or undivided fee interest in any Parcel, including D&H Homes, LLC, a Florida limited liability company ("**Developer**"), and 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 Parcel which is subject to Assessment by the Association.

2. The transfer of the membership of any Owner shall be established by the recording in the public records of Nassau County of a deed or other instrument establishing a transfer of record title to any Parcels for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Parcel. It shall be the responsibility and obligation of the former and new Owner of the Parcel to provide such copy to the Association.

3. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Parcel owned by such Member.

#### ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

1. Class A. Class A Members shall be all Owners, with the exception of Developer while the Class B Membership exists. Class A Members shall be entitled to one vote for each Parcel owned, which may be cast by such member after Turnover (as hereinafter defined). When more than one person holds an interest in any Parcel, all such persons shall be Members; however, the vote for such Parcel shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Parcel. Notwithstanding the foregoing, if title to any Parcel is held by a husband and wife, either spouse may cast the vote for such Parcel unless and until a written voting authorization is filed with the Association. When title to a Parcel is in a corporation, partnership, association, trust, or other entity (with the exception of Developer), such entity shall be subject to the applicable rules and regulations contained in the Articles and Bylaws.

2. Class B. The Class B Member shall be Developer and shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("**Turnover**"):

- a. Three (3) months after ninety percent (90%) of the Parcels in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
- b. On or before seven (7) years from the recording of the Declaration.
- c. Such earlier date as Developer, in its sole discretion, may determine in writing.

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After Turnover, the Class A Members may vote for all matters properly brought before the Association and to elect the majority of the members of the Board of Directors. After Turnover, the Developer shall have one vote for each Parcel owned by Developer. For the purposes of this Article, builders, contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

#### ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
John Hawley	2374 NW 38 <sup>th</sup> Street Boca Raton, Florida 33431
James Drotos	c/o Shah, Drotos & Associates 3410 N. Andrews Avenue Ext. Pompano Beach, Florida 33064
Patsy Hawley	2374 NW 38 <sup>th</sup> Street Boca Raton, Florida 33431

Until Turnover, the Board of Directors shall consist of Directors appointed by the Class B Member who shall serve until the Class B Member no longer has the right to appoint any Directors.

Each Director elected at the Turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the Turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the Turnover meeting. At each annual meeting thereafter, the Class A Members shall elect the Directors for a term of (1) year. After Turnover and for so long as the Class B Member owns at least five percent (5%) of the Parcels within the Property, the Class B Member may appoint the minority of the Board of Directors or not less than one (1) Director. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member shall be filled for the unexpired term of the vacated office by the remaining Directors. Notwithstanding the foregoing, any Director designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

#### ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

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**ARTICLE IX - DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of each class of Members in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In addition, the conveyance of any portion of the Stormwater Management System, or the transfer of any maintenance obligations pertaining to the Stormwater Management System must be to an entity which would comply with Section 40C-42.027, Florida Administrative Code, and the approval of the St. Johns River Water Management District must be obtained, prior to such termination, dissolution or liquidation.

**ARTICLE X - OFFICERS**

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected annually by the Board of Directors. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name and Title</u>	<u>Address</u>
John Hawley President/Treasurer	2374 NW 38 <sup>th</sup> Street Boca Raton, Florida 33431
James Drotos Vice President	c/o Shah, Drotos & Associates 3410 N. Andrews Avenue Ext. Pompano Beach, Florida 33064
Patay Hawley Secretary	2374 NW 38 <sup>th</sup> Street Boca Raton, Florida 33431

**ARTICLE XI - BYLAWS**

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

**ARTICLE XII - AMENDMENTS**

The members of the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of sixty-six and two-thirds percent (66 2/3%) of the voting interests within the Property (Amelia Oaks) or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles that affect the rights of

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the St. Johns River Water Management District, shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

#### **ARTICLE XIII - INDEMNIFICATION**

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

#### **ARTICLE XIV - FHAVA PROVISIONS**

For so long as the Class B Membership exists, the annexation of additional properties, the mortgaging of any part of the Common Area, any amendment to these Articles of Incorporation, the merger or consolidation of the Association with other property owners associations, and the dissolution of the Association shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property.

#### **ARTICLE XV - SUBSCRIBER**

The name and address of the Subscriber of the corporation is:

John Hawley  
2374 NW 38<sup>th</sup> Street  
Boca Raton, Florida 33431

[signature on following page]

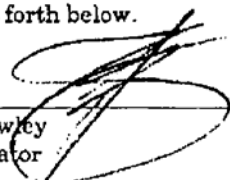
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The Incorporator has affixed his signature the day and year set forth below.

  
\_\_\_\_\_  
John Hawley  
Incorporator

Dated this 15 day of December 2010

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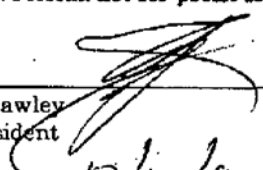
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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA  
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

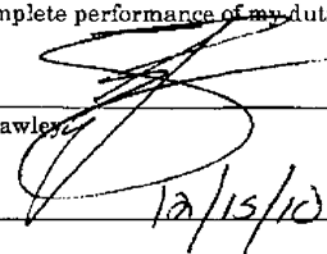
Amelia Oaks Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of Nassau, State of Florida, has named John Hawley, 2374 NW 38<sup>th</sup> Street, Boca Raton, Florida 33431 as its agent to accept service of process within Florida.

**AMELIA OAKS HOMEOWNERS' ASSOCIATION,  
INC., a Florida not-for-profit corporation**

By:   
John Hawley  
Its President

Date: 12/15/10

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

By:   
John Hawley

Date: 12/15/10

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**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION OF  
AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to Section 617, Florida Statutes, this Florida Not for Profit Corporation adopts the following amendments to its Articles of Incorporation:

**FIRST:** The name of the corporation is AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC.

**SECOND:** Article IV, Paragraph 11 of the Articles of Incorporation is amended and restated in its entirety to read as follows:

"11. To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the St. Johns River Water Management District Permit No. 40-089-89061-3 requirements and applicable St. Johns River Water management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District."

**EIGHTH:** The foregoing articles of amendment were adopted and approved by the members on October 14, 2013 in the manner required by the Florida Not For Profit Corporation Act and the Corporation's governing documents. The number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 15 day of October, 2013.

AMELIA OAKS HOMEOWNERS'  
ASSOCIATION, INC.

By: 

John Hawley  
President

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Prepared by Paul Young  
Florida Bar No. 0090470  
Holland & Knight LLP  
50 N. Laura St., Suite 3900  
Jacksonville, FL 32202  
904-353-2000

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**EXHIBIT "C"**

**BYLAWS**

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**BYLAWS**  
**OF**  
**AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is AMELIA OAKS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 2374 NW 38<sup>th</sup> Street, Boca Raton, Florida 33431, but meetings of Members and directors may be held at such places within Nassau County, Florida, as may be designated by the Board of Directors.

**ARTICLE II - DEFINITIONS**

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Amelia Oaks to be recorded in the public records of Nassau County, Florida, as such may be modified and supplemented from time to time ("Declaration").

**ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The regular meetings of the Members shall be held on a designated day of November of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. Notice of Meeting.

a. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Parcel, by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice, or by electronically transmitting (to those Members who consent to receive notice by electronic transmission) a copy of such notice to the Member's electronic mailing address last appearing on the books of the Association for the purpose of notice at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the Member's address last appearing in the books of the Association for the purpose of notice, or to the last address supplied by the Member to the Association.

b. Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

Section 4. Voting. Members shall be entitled to such votes as more fully set forth in the Articles. Matters shall be deemed approved if approved by a majority of votes represented at a duly noticed meeting at which a quorum is present in person or by proxy. Decisions that require a vote of the Members must be made by the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained in person or by proxy.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote thirty percent (30%) of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it



was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Board of Directors and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

- a. Call to order;
- b. Calling of the roll and certifying proxies;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading and disposal of unapproved minutes;
- e. Election or appointment of inspectors of election;
- f. Nomination and election of Board of Directors;
- g. Reports;
- h. Unfinished business; and
- i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

#### ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include five (5) Directors, unless there are fewer than five (5) Members willing to serve on the Board of Directors, in which case the Board of Directors shall include three (3) Directors. After the first post-Turnover Board of Directors is elected, the Members may vote to increase the number of Directors on the Board of Directors to a maximum of seven (7) Directors, by amending the Articles of Incorporation in accordance with the Amendment requirements set forth in Article XII of the Articles. Until the Class B Membership has terminated, the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until Turnover (as more fully defined in the Declaration), the Board of Directors shall consist of Directors appointed by the Class B Member. After Turnover, the persons to be elected by the Class A Members shall be made by a nominating committee or from the floor by Members at the annual meeting.

Section 3. Election. After Turnover, the Members may cast one vote for each Parcel owned in respect to each vacancy. An election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting. Those persons receiving the largest number of votes shall be elected.

Section 4. Resignation and Removal. A Director may resign at any time by delivery of a written notice to the Board of Directors, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board of Directors shall be deemed a resignation. Any Director elected by the Class A Members may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association voting at a duly noticed meeting at which a quorum is present, in person or by proxy. No director appointed by the Class B Member shall be removed except by the Class B Member. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Board of Directors sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court of Nassau County, Florida, for the appointment of a receiver to manage the affairs of the Association by certified or registered mail. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Area a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted board of directors and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

#### **ARTICLE V - MEETING OF DIRECTORS**

Section 1. Organizational Meeting. The newly elected Board of Directors shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board of Directors, and shall be open to all Members. Except that meeting between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Area at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Area, the notice of Board of Director meetings shall be mailed, delivered or electronically transmitted (if such Member has consented to receive notice by electronic transmission) to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made 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. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

#### **ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the powers of the Association as set forth in the Articles.

Section 2. Duties. It shall be the duty of the Board of Directors to perform the following:

a. Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings of Members and of the Board of Directors, in a businesslike manner, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Board of Directors must be maintained for at least seven (7) years in a written form or in another form that can be converted into written form in a reasonable time and shall be available for inspection by Members or their authorized representatives and Board of Directors members, at reasonable times and for a proper purpose. A vote or abstention from voting on each matter for each Director present at a Board of Directors meeting must be recorded in the minutes.

b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

c. Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

d. Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Board of Directors deems appropriate in its sole discretion.

e. Prepare the proposed annual budget, submit the same to the Membership for comments, and approve the annual budget.

f. Fix General Assessments, Special Assessments, and Parcel Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

g. Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.

h. Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

i. Cause the lien against any Parcel for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.

j. Cause the Common Area and the Stormwater Management System to be maintained in accordance with the Declaration and to assure that all permits assigned to the Association are maintained in accordance with their terms.

k. Procure and maintain adequate liability and hazard insurance on the Common Area as required by the Declaration, and such other insurance as the Board of Directors deems necessary or as may be required or permitted by the Declaration.

l. Exercise architectural review or designate a committee therefore, to review all Improvements, other than the Initial Improvements, in the manner set forth in the Declaration.

#### **ARTICLE VII - OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may determine from time to time.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. After Turnover, the offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Board of Directors may approve from time to time.

b. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; maintain the minute book; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board of Directors and to the membership at its regular annual meetings.

#### ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committees shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

#### ARTICLE IX - FISCAL YEAR

The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

#### ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Member upon request with no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of

delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Parcel.

Section 3. Financial Reports. The Association shall prepare an annual financial report with sixty (60) days after the close of the fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

#### **ARTICLE XI - NOTICE OF TRANSFER**

Prior to conveyance of any Parcel to an Owner, such Owner shall provide to the Association written notice of the party to whom the Parcel is to be conveyed together with an address for such new Owner for Association records.

#### **ARTICLE XII - ASSOCIATION RECORDS**

In accordance with the requirement of Section 720.303(4), Florida Statutes, the Official Records of the Association shall consist of:

##### **Section 1. General Records.**

- a. A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Area or other property which the Association is obligated to maintain, repair or replace.
- b. A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- c. A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- d. A copy of the Declaration of Covenants and of each amendment thereto.
- e. A copy of the current rules of the Association.
- f. The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.
- g. A current roster of all Members and their mailing addresses and Parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
- h. All of the Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.
- i. A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- j. A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.
- k. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 2. Financial Records. Accounting records for the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- c. All tax returns, financial statements and financial reports of the Association.
- d. Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

#### **ARTICLE XIII - AMENDMENT**

Section 1. Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

Section 2. FHA/VA Approval. For so long as the Class B Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administration ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or VA is the insurer of any Mortgage encumbering any Parcel within the Property, as such terms as defined within the Declaration.

Section 3. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

#### **ARTICLE XIV – SEAL**

The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

#### **ARTICLE XV - INTERPRETATION**

These Bylaws have been adopted in accordance with the provisions of Chapter 617, Florida Statutes (Corporations Not for Profit) and Chapter 720, Florida Statutes (Homeowner's Associations). To the extent that the provisions of these Chapters are amended or modified in a manner that is inconsistent herewith or that expands or clarifies any provisions hereof, the amendments or modifications of the statutes shall prevail.

The foregoing Bylaws of Amelia Oaks Homeowners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors.