

**REVITALIZATION OF THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC.**

The Declaration of COVENANTS AND RESTRICTIONS OF DOCTORS LANDING (“Original Declaration”), and the first amendment, thereto were promulgated by DOCTORS LANDING DEVELOPERS, INC. (“Previous Declarant”), and the second amendment and SUPPLEMENTAL AMENDMENT TO THE COVENANTS, AND RESTRICTIONS OF DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC. were promulgated and adopted by the members of DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida non-for-profit corporation.

WHEREAS, The SUPPLEMENTAL AMENDMENT TO THE COVENANTS, AND RESTRICTIONS OF DOCTORS LANDING HOMEOWNERS ASSOCIATION (“Supplemental Declaration”) adopted by the members of the association on January 15, 2014, replaced and superseded the Original Declaration, the first amendment and the second amendment. The Supplemental Declaration was properly adopted prior to the expiration of the Original Declaration, as amended. The Supplemental Declaration is hereby revitalized. No changes have been made to the Supplemental Declaration through the revitalization process. The Supplemental Declaration, except for the lead-in language are the same as those adopted in 2014.

WHEREAS, the Supplemental Declaration adopted in 2014 removed reference to the developer, as ownership of the common areas and the responsibility thereof, had been conveyed and transferred to the Association. As used in herein, reference to Declarant shall be to the Association.

WHEREAS, for reference, the Original Declaration was recorded on June 26, 1986, in OR Book 959, Page 597 of the Public Records of Clay County, Florida. The first amendment to the Original Declaration was recorded on November 6, 1986, in OR Book 997, Page 630, of the Public Records of Clay County, Florida. The second amendment was recorded on October 6, 1992, in OR Book 1429, Page 741, of the Public Records of Clay County, Florida. The Supplemental Declaration was recorded on February 24, 2014.

WHEREAS, as a general rule, the Original Declaration, the amendments, and the Supplemental Declaration expired on or about June 26, 2016. Attached hereto is the legal description for Doctors Landing as Exhibit “A”. The list of the current owners for Doctors Landing, with parcel identification, address, lot and legal descriptions is attached hereto as Exhibit “B”.

WHEREAS, Doctors Landing Homeowners Association, Inc., by and through a committee of the owners and by an affirmative vote of a majority of the parcel owners agreed to the revitalization of the Declaration of Covenants, and Restrictions for Doctors Landing Homeowners Association, Inc., as well as the previously promulgated Articles of Incorporation, attached hereto as Exhibit “C”, and Bylaws, attached hereto as Exhibit “D”, and agreed that such approval is binding on all parties who have a right, title or interest in said property or any part of said property, and to their respective heirs, successors and/or assigns. The Supplemental Declaration is hereby revitalized this 15 day of SEPTEMBER, 2022, by DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (“Association”).

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, contained herein, all of which are held for the purpose of protecting the value and desirability of, and which shall run with land to the real property described above and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to the restrictions, covenants and agreement as set forth herein.

ARTICLE 1 —MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1: Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2: Benefits and Burdens. Every person who is an Owner does by reason of taking title of land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE 2 — DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1: “Articles of Incorporation” or “Articles.” refer to the Articles of Incorporation of the Doctors Landing Neighborhood Association in accordance with Florida Statute. Copy of the Articles is attached as Exhibit “C”.

Section 2.2: “Association” refers to the Doctors Landing Homeowners Association, Inc., a Florida nonprofit corporation, its successors or assigns (hereinafter “the Association”). This is the Declaration to which the Articles of Incorporation and Bylaws of the Association make reference to.

Section 2.3: “Assessment” is shared Association expenses assessed from time to time against a lot and the Owner(s) thereof.

Section 2.4: “Board” refers to the Board of Directors of the Association.

Section 2.5: “Bylaws” are the Bylaws of the Doctors Landing Neighborhood Association, as they may be amended and pertain to this declaration. Copy of the Bylaws is attached as Exhibit “D”.

Section 2.6: “Common Area” All real property that is owned by the Association (including easements, licenses, and rights to use real property) and intended for the common use and enjoyment of the Owners, including, but not limited to, the storm water systems, with all improvements constructed therein but not owned or maintained by a public or private utility company.

Section 2.7: "Lot" is any plot of land shown upon any recorded plat which is located within the Property on which one or more residential dwellings have been or could be constructed.

Section 2.8: "Majority" is recognized as a percentage higher than 50% of all the eligible voting members in the Association (in person or by proxy).

Section 2.9: "Member" is a person entitled to membership in the Association, by virtue of ownership.

Section 2.10: "Owner" is the record owner, or owners of any Lot.

Section 2.11: "Properties" are real property, including Lots and common area described in the Declaration, its attachments and exhibits, as amended.

Section 2.12 "Quorum" is a minimum percentage of Association's membership voting (in person or by proxy) as defined in current Florida statutes.

ARTICLE 3 — MEMBERSHIP AND VOTING RIGHTS

Section 3.1: Membership. Each Owner shall be a member of the Association. Such membership shall be appurtenant to ownership of any lot and shall not be separately transferable. Membership terminates upon the transfer of ownership. Should an Owner lease his / her Lot, the Tenant is entitled use of the Common Area, however the Owner remains responsible for assessments. The Owner and Tenant(s) shall be compliant with the terms and conditions as set forth in this Declaration, the Articles, Bylaws, and any reasonable rules and regulations adopted from time to time by the Association. If an Owner is a business entity as defined by Florida law, then the individual designated in writing by the business entity and submitted in writing to the Board of Directors (or its registered agent or Management Company), shall exercise all rights of a member.

Section 3.2: Voting. Each lot shall be entitled to one (1) vote. When more than one person holds an ownership interest in any lot, all such persons shall be members of the Association however, only one person designated by the Owners of the Lot shall vote and in no event shall more than one vote be cast with respect to any lot.

ARTICLE 4 — EASEMENT OF ENJOYMENT

Section 4.1: Owners Easement of Enjoyment. Each owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with the title to the land of such Owner, subject to the following:

- (a) All provisions of this Declaration, any plat of all or any parts of the Property, and any governmental restrictions;
- (b) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Association.
- (c) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights of use not expressly created by this Declaration.

ARTICLE 5 — ARCHITECTURAL STANDARDS

Section 5.1: Architectural Standards. Unless first approved by the Architectural Control Committee, (hereinafter "the ACC") no structure shall be placed, erected, installed, or constructed (the term constructed to include within its definition clearing, excavation, grading, and other site work) upon any lot. No exterior alteration or modification of existing improvements shall take place. No external improvements requiring a permit issued by a governmental body shall take place.

Under no circumstances shall any clearing, excavation, grading, or other site work (whether associated with construction, driveway/walkway repair, tree removal, landscaping, or re-landscaping) that could possibly impede, redirect, or otherwise alter the established flow of surface water from, upon or across any lot or through any wash, swale, or drainage channel, that acts as a detriment to unrestricted water drainage at any point in development be allowed without prior approval of the ACC.

This applies to existing yards, landscaping, landscape materials or landscape objects, driveways, sidewalks, or other walkways no matter the materials used.

Any Owner who makes changes to his / her Lot without the prior approval by the ACC may be required to restore the Lot to its previous condition at the Owner's expense. If legal action is required to enforce this provision all costs incurred by the Association, including court costs, expenses, and reasonable attorney's fees, shall be considered damages and payable to the prevailing party.

Section 5.2: Architectural Control Committee. The Board of Directors may establish the Architectural Control Committee ("the ACC") to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board of Directors.

Section 5.3: Powers and Duties of ACC. The ACC shall have jurisdiction, with the Board of Directors, over any exterior modifications, additions, or alterations made on or to existing lots or structures containing lots and the open space, if any, appurtenant thereto in accordance with this Declaration. In addition, the following shall apply:

- (a) Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted in writing, by either letter or electronic means, to the ACC for approval as to quality of workmanship and design, as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation.
- (b) All authority referenced in this Section with respect to the ACC shall default to the Board if the ACC is not established by the Board or does not exist for any reason.
- (c) Nothing submitted to the ACC or the Board for approval in accordance with this Article shall be deemed approved unless in writing by the ACC or the Board.
- (d) Approval must be secured prior to commencement of any alteration without exception.

If approval of such plans and specifications is neither granted nor denied within fourteen (14) days following acknowledged receipt by the association of written requests for approval, (in the form of certified mail (return receipt requested), by fax transmission confirmation, or by email acknowledgement sent by a sitting member of the ACC or Board of Directors) the party making the submission for approval shall deliver written notice (by certified mail, return receipt requested to a sitting member of the ACC or Board of Directors) requesting an immediate action. If no response is received within fourteen (14) days of sending the request, the Owner can consider the request approved. If the request is denied at any time, the Lot Owner(s) shall be entitled to one appeal to the Board of Directors of decisions made by the ACC. Such appeal must be in writing and must be submitted within fifteen (15) days from the date of the ACC's decision, addressed to a sitting member of the Board of Directors or member of the ACC, by certified mail (return receipt requested) or by email acknowledgement sent.

Neither the members of the ACC nor a designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his / her dwelling, or to paint the interior of his / her dwelling any color desired; however, modifications or alterations of a dwelling visible from outside the dwelling shall be subject to approval by the ACC or Board.

Section 5.4: Building setback requirements and building restrictions:

- (a) All buildings shall be set back a minimum of 25 feet from any street, 10 feet from all side Lot lines and 20 feet from the rear Lot line, except as hereinafter provided.
- (b) No building shall be constructed within 55 feet of the south Lot line on Lots 1 through 8 inclusive.
- (c) No trees, shrubs, or vegetation of any type may be removed from within the 15 foot easement and non-access buffer running parallel to CR-220 along the southern boundary of Lots 1 through 8 inclusive.
- (d) No above ground construction shall be allowed within 90 feet of the waterline on Lots 54 through 63 inclusive, except in ground swimming pools and pool pumps to a height of 4 feet.
- (e) Driveways on Lots 4 and 5 must open onto Nautilus Road; driveways on Lots 26 through 32 inclusive must open onto Nantucket Court.
- (f) No trees, shrubs, or vegetation of any type may be removed from Lots 4 and 5 within 25 feet of the Lot line bordering Yarmouth Drive except within 50 feet of the intersection of Yarmouth Drive and Nautilus Road.
- (g) When replacing the roof of any structure, if the intended replacement material is different in color or composition from the existing roof (e.g. asphalt shingles being replaced with different color shingle or replaced with tile, or metal), then the Owner must secure approval by the ACC prior to commencement of the replacement in accordance with the above procedures.

Section 5.5: No Waiver of Future Approvals. The approval of either the ACC or Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC shall not be deemed to constitute a waiver

of any right to withhold approval or consent as to any other Owners similar proposals, plans and specifications, or drawings, submitted for approval.

Section 5.6: No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations and consistency with the community-wide standard only, and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other requirements of local, state or federal law. Neither the Association, the Board, or any member of the ACC, shall be held liable for any injury, damages or loss arising from the manner or quality of approved construction or modifications to any lot.

Section 5.7: Completion within Six (6) Months. All work, construction, building, installation, etc. which is subject to a written approval by the ACC or Board, as contemplated herein, must be completed within six (6) months from the date of such approval, unless otherwise approved by the ACC or Board.

Section 5.8: Outbuilding. Only one outbuilding allowed per property located behind the fence line. Maximum size of outbuilding/shed shall be 8 feet in height, 10 feet in width, and 10 feet in length. No sheds or outbuildings will be allowed if they can be seen from the street. If landscaping materials are going to be used for obscuring views of outbuildings, then no deciduous materials may be used as landscape. At time of installation, all plant material will be required to be at full growth and block view as no "growth time" will be allowed. A written proposal must be approved by the ACC prior to commencement of construction and/or installation. Proposal must include size, location, (where on property, behind fence), color (similar to house trim), wood or plastic (resin, vinyl, etc.) material and homeowner's plan to camouflage. Proposal must also include plans for anchoring the outbuilding to withstand heavy winds.

ARTICLE 6 — RESTRICTIONS

Section 6.1: Residential Use Only. No lot shall be used except for residential purposes and only one residence may be constructed on each platted Lot as recorded.

Section 6.2: Business Use. Notwithstanding Section 6.1 above, no trade or business may be conducted in or from any lot, except that an owner or occupant residing on a lot may conduct business activities within the Lot so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
- (b) The business activity conforms to all state and municipal zoning requirements for the properties.
- (c) The business activity is consistent with the residential character of the properties and does not constitute a nuisance, create a hazard or is of an offensive use, or threaten the security or safety of other residents of the properties.

Section 6.3: Square Footage. The living area of the main structure (area heated and cooled) exclusive of one-story open porches and garage erected on any parcel or lot shall not be less than 1800 square feet. Waterfront Lots shall not be less than 2200 square feet. Dwellings shall not exceed two stories in height.

Section 6.4: Signs and Flags. No sign of any kind shall be displayed to the public view on any lot with the exception of one standard "For Sale" or "Rent," sign or signs used by a builder to advertise the property during the construction and sales period. This section does not apply to home security, temporary garage sales, temporary yard service/home improvements or temporary political signs during an election period. Flags are restricted to those specifically allowed by Florida Statutes, Chapter 720, as it may be amended from time to time.

Section 6.5: Outbuildings. No recreational vehicle, trailer, tent, shed, storage structure, shack, garage, barn, or other outbuildings erected on any lot shall, at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

All storage sheds, potting sheds, or other structure must be approved by the ACC prior to installation or commencement of construction. All such structures must meet the ACC requirements regarding size, shape, composition of materials, color and other matters regarding appearance, as well as site location on the property giving consideration to visibility from the street and from neighboring lots.

Section 6.6: Boats, Trailers, Recreational Vehicles. Boats, boat trailers, campers, recreational vehicles, utility vehicles, and utility trailers may be stored on a lot, but only within an enclosed or screened area approved by the ACC, or such that they are not visible from the street.

Section 6.7: Wheeled Vehicles. Cars, passenger trucks, and vans must be parked or stored on paved surfaces. No vehicle of any kind may ever be parked on unpaved surfaces on any lot. No vehicle bearing commercial lettering or advertisement may be parked on the property unless parked in the garage or unless it is present at the request of the resident on the Lot in conjunction with the service or product advertised on the vehicle. Utility vehicles fitted with equipment for specialized purposes may not be parked on any lot unless it is there temporarily in conjunction with the purpose for which it was equipped. Semi-truck-cabs are prohibited at all times.

All vehicles on the property must be operational, in good repair, clean and attractive condition, and must bear a current license and registration tag as required pursuant to state law. Any repairs and maintenance of any vehicle that occurs must be conducted wholly inside a garage.

Section 6.8: Towing. Subject to applicable laws and ordinances, any wheeled vehicle parked or stored in violation of these or other restrictions contained herein may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of forty-eight (48) consecutive hours.

Section 6.9: Animals. No animals, livestock, or poultry shall be allowed on any lot. Dogs or cats may be kept, provided however, that they are not kept, bred, or maintained for any commercial purposes, are not allowed to run loose, do not cause, create, or constitute a nuisance, for instance, but not limited to being allowed to bark outside for more than 5 minutes. All dogs must be on a leash and under the direct control of the owner/owner's designee at all times when outside of the residence or outside a fence or other confining enclosure. Pets such as birds or fish that are kept wholly within the residence may be maintained, provided that if any such pets become a nuisance, the Association shall have the right to, but not the obligation, to require their removal. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets that create disturbances or annoyances that

constitute nuisances, in the sole determination of the Association. All owners of pets within the community indemnify and hold harmless the Association for any and all damages or injury that may be caused by a pet.

Section 6.10: Quiet Enjoyment and Unsightly or Unkempt Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his / her lot as follows:

- (a) All lots must be kept so that they present a neat and pleasing appearance. After construction of improvements on a lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any lot or limited common area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the property.
- (b) All such lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenances, all in a manner with such frequency as is consistent with good property management.
- (c) Lawns, front and back, shall be mowed with such frequency as to maintain a relatively consistent height during the growing season, and edged where the lawn meets hard surfaces as well as landscape beds and around landscape features; dead or dying landscape plants should be removed and replaced.
- (d) Lawns should be regularly treated for weeds, pests, as well as fertilized; hedges and other landscape material must be kept neatly trimmed and trees pruned.
- (e) Satellite dishes are allowed, however, owners are asked to position the dishes so that they are not visible from the street. If optimum reception dictates they be installed so that they are visible from the street, owners are asked to install the dish either on the roof or in the back yard.
- (f) All sports equipment, including but not limited to, portable basketball hoops, recreational objects, landscaping tools, children's toys, or other items must be stored away when not in use so that they cannot be seen from any other lot.
- (g) No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which shall be or become an annoyance or nuisance to anyone residing on neighboring lots. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the property. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof, shall be observed. No Owner, his or her family, tenant, guest or invitee shall conduct any illegal activity or business inside the Home, including without limitation, gambling, the sale or manufacture of drugs, the sale of guns, or store or dispose of any materials designated as hazardous under Federal, State, or Local law.
- (h) All tools, including those used for landscape maintenance, must be stored out of sight so they cannot be seen from the street or any other lot after use.

The Board shall have sole discretion to determine any violations of Section 6.10.

Section 6.11: Dumping. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 6.12: Trees. No trees, taller than 20 feet and measuring 8 inches or more in diameter at a point four feet above the ground level, may be removed without written permission of the ACC. Exceptions are trees which must be removed because of an emergency or for trees which are dead, diseased, or causing a threat to person or property. All wood and debris from tree removal shall be neatly disposed of and no stumps shall be visible. In the event of a violation of this provision, the Lot owner shall, at his / her own expense, replace and replant with a like kind tree.

Section 6.13: Water and Sewer-Disposal. No individual sewerage-disposal system shall be permitted on any lot. Each and every residence on each lot shall be connected to the water and sewage lines owned and operated by the Clay County Utility Company, or its successors and/or assigns. No well shall be permitted on any lot to be used for housekeeping within a residence; however, a shallow well is allowed for use in air conditioning equipment and/or for lawn watering equipment.

Section 6.14: Mailboxes. Mailboxes shall be maintained in good working order and shall be free of damaged brick work, damaged stone work, or anything else which in the opinion of the Board contributes to an unsightly condition. Mailboxes are to be fully enclosed within a brick or stucco housing and said housing must be approved by the ACC.

Section 6.15: Trash. All trash, garbage, or other waste shall not be kept except in sanitary containers, maintained in a neat and orderly fashion, and stored out of sight on all lots. All trash collection for disposal shall take place in the front of all lots.

Trash containers, along with recycling bins, must be brought to the front curb for collection and disposal no sooner than the evening before the day of scheduled pickup. Recycling bins and trash containers shall be removed within 24 hours of them being emptied. Any debris left behind after collection must be picked up by the resident(s) upon returning the containers to storage.

Section 6.16: Fences. All fences or walls over four (4) feet high shall be constructed so as to allow the passage of air through them. On corner lots, no fence, wall, hedge, or shrubbery planting shall be erected or maintained in excess of six (6) feet in height along that side of said lots which border any street. Additionally, no fence shall be constructed nearer any street than the house itself. No fences shall be installed without prior approval of the ACC. Fence heights for individual lots will not exceed eight (8) feet in height. Fences must be maintained in good condition where any sagging or broken or parts, must be replaced and/or repaired.

Section 6.17: Window air conditioning units. Installation of window air conditioning units is strictly prohibited.

Section 6.18: Easements. Easements for drainage and utilities, including, but not limited to, water, sewage, electricity, drainage, power, and communications are reserved over, on and under all easements as shown on said plat, and on, in and over a ten (10) feet strip at the back of each lot, except Lots 54 through 63, and on, in and over a seven (7) feet strip along the front and side lines of each lot. Where no such easement is shown on said plat, the Association shall have the unrestricted right and power to release

said easement. Said reservations shall inure to the benefit of the Association and its successors and/or assigns. The easements and right herein reserved to the Association shall not pass from the Association its deed conveying any of the Lots, but shall exist and continue in the Association only or in those persons or entities to which the Association shall have expressly conveyed said easements and rights. Additionally, as shown on the Plat, a fifteen (15) feet easement for non-access and for a wall along and inside the easement nearest to paralleling County Road 220 is hereby reserved.

ARTICLE 7 — ASSESSMENTS

Section 7.1: Creation and Purpose of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 3 of this Article. Each owner of a developed lot, by acceptance of a deed or recorded contract of sale for any portion of the properties, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest, which will be charged at a rate of eighteen percent (18%) per annum, or other maximum annual interest as allowed by Florida law, late charges, costs, costs of collection, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs of collection, and reasonable attorney fees also shall be the personal obligation of the person who was the owner of such lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 7.2: Effect of Non-Payment and Remedies. The Board of Directors shall have the authority to initiate all remedies available to it under law in the event of a non-payment in assessments, including bringing an action at law against the Owner personally obligated to pay the assessment, and including the ability to foreclose the lien in the same manner in which mortgages on real property may be foreclosed under Florida law, as amended from time to time.

In bringing any action, the Association is entitled to recover all costs incurred including any interest, late fees, costs of collection and attorney fees as contemplated by this Article, as well as ongoing assessments that may come due during pendency of the action. The Association shall have the right to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 7.3: Determination of Assessments.

For all calendar years, it shall be the duty of the Board, at least thirty (30) days before the beginning of each year to prepare and propose a budget that will be sufficient to meet the estimated common expenses of the Association during the coming year. Approval of the proposed budget will be as set out in the Bylaws.

The assessments to be levied against each lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted expenses of

the Association. If determined by the Board to be necessary in order to meet the Association's budgetary obligations, the Board may levy by a majority vote of the board a Special Assessment applicable to that year and only for the purpose of defraying the unbudgeted expenses. The Association shall have the right and duty to charge the reasonable costs required to maintain, repair, enhance, or replace if necessary, the following:

- (a) Planted areas within and along Yarmouth Drive and CR-220.
- (b) Island on back of subdivision.
- (c) East side fence and land on back of subdivision that is between Lot 37 and Lot 54 and directly across from Lot 52, Lot 53 and Lot 38.
- (d) The strip of land around curve of Nautilus Road that lays between Lot 1 and Lot 69 and is directly across from Lot 23, Lot 24, Lot 25.
- (e) Budget shall include the fence facing CR-220 (at the entrance of the development).
- (f) Secure or maintain adequate insurance to protect the Association and its Board of Directors as may be required by Florida law, as amended from time to time.

Notwithstanding the foregoing, however, in the event the Association fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall automatically continue for the current year.

Section 7.4: Lien for Assessment. Upon recording of a notice of lien on any lot, there shall exist a perfected lien for unpaid assessments prior to and superior to all other liens, except:

- (a) All taxes, bonds, assessments, and other levies which by law would be superior thereto.
- (b) The lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value.
- (c) Any financial institution acquiring title through foreclosure of a first mortgage or through deed in lieu thereof is entitled to the "safe harbor" provision included in Section 720.3085, hereinafter "the statutory amount," as it may be amended from time to time.

Should the foreclosing lender its successors or assigns then fail to pay the statutory amount within 30 days of issuance of Certificate of Title to the property, such failure shall make the title holder liable for all late fees, interest, costs of collection, including attorney's fees, incurred by the Association or otherwise provided herein from the date the Certificate of Title is issued. Any financial institution acquiring title through foreclosure or deed in lieu thereof is liable for all assessments and special assessments that come due from the date of issuance of the Certificate of Title.

Section 7.5: Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon conveyance of the Lot. The assessment obligation for the purchaser, as contemplated by this Section 7.5, for the year in which closing occurs, shall be prorated from the date of closing through the end of the Association's current annual year, which is the calendar year.

ARTICLE 8 — GENERAL PROVISIONS

Section 8.1: Term. The covenants and restrictions of this Declaration shall run with and bind the properties, and shall insure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be renewed by a majority vote of the Board of Directors at a duly noticed meeting and re-recorded with the Clerk of the Court each succeeding thirty (30) years unless during the intervening years the members of the Association have undertaken the requirements of law that would dissolve the Association.

Section 8.2: Amendment. This Declaration may be amended only by the affirmative vote, by ballot or proxy, of Lot owners representing the majority of the total votes in the Association.

If an owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such owner has the authority to consent and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment. Any procedural challenge to any amendment to this Declaration must be filed in the County Circuit Court no later than 180 days from the date such amendment was approved.

Should the foreclosing lender its successors or assigns then fail to pay the statutory amount within 30 days of issuance of Certificate of Title to the property, such failure shall make the title holder liable for all late fees, interest, costs of collection, including attorney's fees, incurred by the Association or otherwise provided herein from the date the Certificate of Title is issued. Any financial institution acquiring title through foreclosure or deed in lieu thereof is liable for all assessments and special assessments that come due from the date of issuance of the Certificate of Title.

Section 8.3: Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The directors, officers and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

The directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment.

Any right to indemnification provided for herein shall not be exclusive of any other rights to which any director, officer or committee member, or former director, officer or committee member may be entitled.

Section 8.4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8.5: Perpetuities. No portion of these covenants, conditions, restrictions or other provisions of this Declaration shall be deemed unlawful, void or voidable for violation of the rule against perpetuities.

Section 8.6: Compliance. Every owner and occupant of any lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot owner or owners, against an owner, or the Association. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees. In addition, the Association may avail itself of any and all remedies provided. The Board shall have the sole discretion to determine any violations of these covenants and restrictions.

(BALANCE OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and set its seal all as of the day first written above.

Signed, Sealed and Delivered
In the presence of:

Phil Wickham

Witness

Print: Phil Wickham

Lara Mathis

Witness

Print: Lara Mathis

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15 day of September, 2022, by George Mc Kinney, the President of Doctors Landing Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation.

Doctors Landing Homeowners Association, Inc.

George R Mc Kinney
Its President

Toni L Bouthillet
Notary Public:

My Commission Expires:



TONI L BOUTHILLET
Notary Public
State of Florida
Comm# HH223118
Expires 2/1/2026

Signed, Sealed and Delivered
In the presence of:

Blount Armstrong

Witness

Print: Blount ARMSTRONG

G.W. Robbins

Witness

Print: G.W. Robbins

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 15 day of September, 2022, by Jose Sanchez, the Secretary of Doctors Landing Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation.

Doctors Landing Homeowners Association, Inc.

Jose Sanchez
Its Secretary

Julie Bounds
Notary Public:

My Commission Expires:

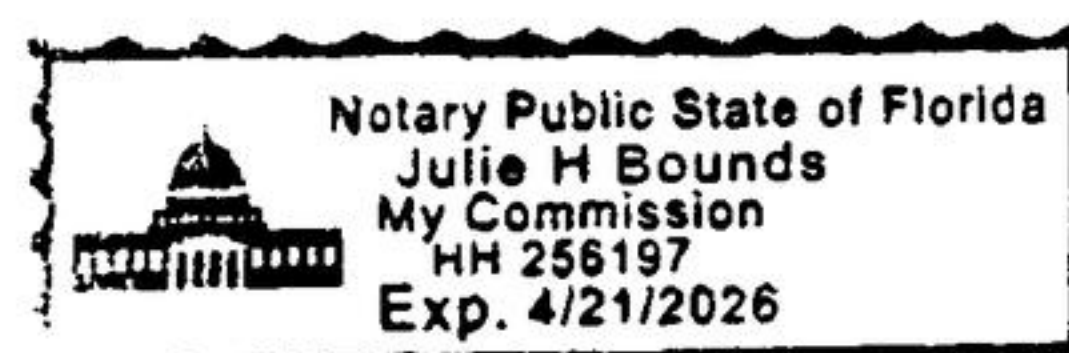


EXHIBIT A

Being a subdivision of the Boulevard, platted along Doctors Lake, (closed as per County Commissioners' Minute Book 10, page 52) together with a portion of Lot 2, Block 4, Doctors Inlet Farms, Clay County, Florida, according to Plat Book 2, page 17 of the Public Records of said county, and more particularly being described as follows:

Begin at the intersection of the west line of said Lot 2 with the north line of County Road No. C-220 (formerly State Road No. S-220);

Thence on last said line South 89 degrees 55 minutes 00 seconds East, 960.00 feet;

Thence North 00 degrees 05 minutes 00 seconds East, 1579 feet, more or less, to the waters of Doctors Lake;

Thence along said waters in a westerly direction, 988 feet, more or less, to a northerly of the westerly line of said Lot 2;

Thence on said extension, and then on the westerly line of said Lot 2, South 00 degrees 05 minutes 00 seconds West, 1660 feet, more or less, to the Point of Beginning.

EXHIBIT B

PARCEL ID	OWNER	#	STREET	SUFFIX	CITY	ZIP CODE	COUNTY	LOT	LEGAL
36-04-25-008310-001-02	VANZANT RONALD	3055	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 1	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-03	ALLEN LORENA B	3051	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 2	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-04	POLK CHRISTOPHER L & AMANDA L	3047	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 3	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-05	MORTON CANDICE L & BRIAN J	3043	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 4	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-06	ROBBINS GARY W & AUDREY L	3033	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 5	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-07	INVITATION HOMES INC.	3029	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 6	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-08	BOUNDS JOHN D & JULIE	3025	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 7	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-09	HUBBARD SHERYL F & STANLEY M	3021	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 8	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-10	GARRIOTT JEREMY PAUL & JANET LYNN	3017	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 9	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-11	DECIANCIO DENNIS J JR & TERESA S	3013	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 10	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-12	MILE HIGH BORROWER 1 LLC	3009	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 11	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-13	SUMMERLYN JOHN R III & DARLENE D	3005	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 12	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-14	HAWES ELIZABETH E & NICHOLAS ALAN	3001	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 13	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-15	ROBERSON ANGELA CUNNINGHAM	3000	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 14	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-16	HARRIS EDGAR I JR & SENECA E	3004	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 15	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-17	HORN CHRISTOPHER C & RISE T	3010	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 16	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-18	ORTEGA SERGIO & OLGA	3016	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 17	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-19	HARRELL SEAN M	3034	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 18	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-20	DOHERTY BRENDEN & LACEY R	3038	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 19	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-21	FAHLING JOHN G II, JOSUE-FAHLING RAMONA L	3042	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 20	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-22	MCKINNEY GEORGE R & LOUISE L	3046	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 21	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-23	MILES JASON A, TODD-MILES RHONDA A TRUSTEES	3052	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 22	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-24	PLANCK FORREST E, WALLS CAROL ANN	3060	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 23	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-25	ROSANO JOSEPH L & REBECCA A	3064	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 24	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-26	SMITH EVELYN J, CHAMBLISS CYNTHIA, SETTLE LISA	3070	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 25	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-27	HARTZOG JANE W & E DENNIS TRUSTEES	3074	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 26	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-28	WILSON GEORGE & GLENNA G	3204	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 27	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-29	SANCHEZ JOSE & DEBORAH L	3208	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 28	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-30	GRAULICH JAMES C & KATRINA D	3212	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 29	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-31	MAGNIFICO KATHRYN L EL/E	3211	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 30	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-32	MAGRIPUS NICHOLAS J & LISA A	3207	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 31	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-33	TREST HEATHER R	3203	NANTUCKET	CT	MIDDLEBURG	32068	CLAY	Lot 32	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-34	FIGUEROA RONALD E & DENISE C	3084	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 33	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-35	COSENZA ROBERT F JR & MONICA	3090	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 34	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-36	STEWART MICHAEL L & DIANE T	3094	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 35	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-37	KING HARRY & AUDREY L	3100	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 36	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-38	GOODWIN THOMAS	3104	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 37	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-39	SCHRIVER MICHAEL W JR & ELIZABETH N	3105	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 38	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-40	MUSMANNO JOSEPH & STACI	3097	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 39	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-41	DRAPER THOMAS R	3093	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 40	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-42	HAWKINS MICHAEL S JR	3089	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 41	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-43	HARDING ALFRED A	3085	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 42	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-44	HORTON TOMMY G & RENEE STRINGER	3191	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 43	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-45	CARNEY ZACHARY A & KORYN M	3183	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 44	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-46	WILSON MICHAEL E, LAXTON JOANN M	3177	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 45	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-47	BENDER STEVEN	3165	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 46	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-48	WITT REBECCA E	3151	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 47	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-49	TAH ACQUISITION HOLDINGS LLC	3145	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 48	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-50	THOMAS STEPHEN P & MARGARET C	3141	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 49	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-51	BALLERANO MICHAEL, MCNIFF-BALLERANO MARGARET M	3137	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 50	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-52	DAVIS RYAN, VUKMIR MARY	3133	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 51	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-53	KENNEDY WILLIAM A & LESLIE W	3115	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 52	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-54	LEDFORD TONY W JR	3125	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 53	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-55	LEWIS CLIFTON & MARTA S	3122	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 54	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-56	FRONEK JOSEPH W TRUSTEE	3126	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 55	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-57	MICHEL MICHAEL D & SUZANNE SAWYER	3130	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 56	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-58	SCHRIEFER MICHAEL K & DIANA	3134	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 57	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-59	GARCIA MARSHA E	3146	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 58	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-60	COHEN JACK E & EMILIE J	3150	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 59	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-61	HILL ELLEN M TRUSTEE	3154	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 60	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-62	HEASTER KAMMY SUE & WILLIAM D	3158	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 61	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-63	ARMSTRONG L BLOUNT JR & SUSIE C	3162	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 62	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-64	SPAFFORD HARRY M, LILLIS LORRAINE L	3166	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 63	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-65	RABASSA ERIC M, WALTERS JULIE R	3170	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 64	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-66	GRIENINGER TERRY M & KAREN L	3174	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 65	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-67	TAH MS BORROWER LLC	3178	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 66	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-68	OLIVOLO SCOTT A & LEAH M	3182	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 67	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-69	BAKER KATHRYN D, ALLEN FRANCES	3190	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 68	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19
36-04-25-008310-001-70	KESTLER REGINA	3071	NAUTILUS	RD	MIDDLEBURG	32068	CLAY	Lot 69	DOCTORS LANDING, ACCORDING TO PLAT BOOK 20, PAGES 16, 17, 18, & 19

EXHIBIT C

ARTICLES OF INCORPORATION
OF
DOCTORS LANDING HOMEOWNERS ASSOCIATION, INC.,
a Corporation Not For Profit

FILED

SEP -7 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapters 607 and 617 of the Florida Statutes, the undersigned, a resident of Florida of full age has this day formed the corporation hereinafter described, with the powers herein specified. All terms used herein shall have the same definition and meaning as set forth in the Covenants and Restrictions of Doctors Landing recorded in Official Records Book 959, page 597 of the public records of Clay County, Florida ("Covenants").

ARTICLE I. NAME

The name of the corporation shall be Doctors Landing Homeowners Association, Inc.

ARTICLE II. PRINCIPAL OFFICE

The principal office of the Association shall be located in Florida, 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 III. REGISTERED AGENT

William J. Finneran, whose address is 3150 Nautilus Road, Middleburg, Florida, 32068 is hereby appointed initial registered agent of the Association.

ARTICLE IV. PURPOSE

The purposes and objects of the Association shall be to provide for maintenance, preservation and architectural control of all the land contained within the plat of Doctors Landing recorded in Plat Book 20, pages 16-19 of the public records of Clay County, Florida ("Subdivision"). The Association shall perform the acts and duties incident to the operation and management of the Association in accordance with provisions of these Articles of Incorporation, the Bylaws of the Association which will

be adopted ("Bylaws") pursuant hereto, the term "Covenants" as used herein shall include the recorded Covenants as it may be amended and modified from time to time. The Association shall be conducted as a nonprofit organization for the benefit of its Members, which does not contemplate gain or profit to Members thereof.

ARTICLE V. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered as the same may be amended from time to time.

B. All of the powers reasonably necessary to implement, effectuate and enforce the purposes of the Association, including, without limitation, the power, authority and right to undertake all powers and duties set forth in the Covenants, these Articles and Bylaws as the same may be amended from time to time, the Covenants and Bylaws being incorporated herein as if set forth in full.

C. The right to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Covenants; to pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed.

D. The obligation to maintain, repair, replace, operate, insure and manage the planted and landscaped areas within the Subdivision which are not within a Lot ("Common Area"), including the right to reconstruct improvements after casualty and to further improve the Common Area.

E. The right to make, establish, amend and enforce reasonable rules and regulations governing use of the Lots and Common Area.

F. The right to contract for the management of the Subdivision and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Covenants and Bylaws.

ARTICLE VI. MEMBERS

The qualifications of Members of the Association ("Members"), manner of their admission to and termination of membership in the Association and voting by Members shall be as follows:

A. The Owners of all Lots in the Subdivision shall be Members of the Association, and no other persons or entities shall be entitled to membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Covenants.

B. Membership shall be established by the acquisition of a fee title to a Lot in the Subdivision, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Lot; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Lots at any time while such person or entity shall retain fee title to or a fee ownership interest in any Lot. Transfer of membership shall be recognized by the Association upon its being provided with a copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

C. 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 Lot(s) owned by such Member. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used only for the benefit of the membership of the Association and for the purposes authorized herein, in the Covenants, and in the Bylaws.

ARTICLE VII. VOTING RIGHTS

All Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the co-holders determine, but in no event shall more than one vote be cast with respect to any Lot. If title is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless or until the Association is notified in

writing. If a corporation, partnership or joint venturer or other entity is the fee simple title holder to a Lot, such entity shall designate one natural person as the holder of the vote. In no event shall more than one vote be cast with respect to any Lot.

ARTICLE VIII. EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX. MANAGEMENT

A. The Association shall have a President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such office customarily performed by like officers of the corporations in the State of Florida subject to the directions of the Board of Directors.

B. The Board of Directors may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Community and the affairs of the Association, any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

ARTICLE X. BOARD OF DIRECTORS

A. The business affairs of the Association shall be managed by the Board of Directors who shall be Members of the Association. The number of members of the first Board of Directors shall be five (5). The number of directors may be increased to the number approved by a majority of the votes of the Association voting at a meeting which a quorum is present.

B. The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

Yvonne E. Geddie	3043 Nautilus Road Middleburg, Florida 32068
William J. Finneran	3150 Nautilus Road Middleburg, Florida 32068
Ronnie A. Burton	3204 Nantucket Court Middleburg, Florida 32068
Joe Agostino	3134 Nautilus Road Middleburg, Florida 32065
Andrew Cohen	3154 Nautilus Road Middleburg, Florida 32065

XI. SUBSCRIBER

The name of the Subscriber, and the Subscriber's address is:

Yvonne E. Geddie
3043 Nautilus Road
Middleburg, Florida 32068

ARTICLE XII. OFFICERS

The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be as follows:

President:	Yvonne E. Geddie
Vice President:	William J. Finneran
Secretary/Treasurer:	Ronnie A. Burton

ARTICLE XIII. BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Members of the Association voting at a meeting at which a quorum is present, and, thereafter, the Bylaws may be altered or rescinded only as provided in the Bylaws.

ARTICLE XIV. AMENDMENT OF ARTICLES

Amendment of these Articles shall require the assent of a majority vote of Members voting at a meeting at which a quorum is present in person or proxy or by written consent.

ARTICLE XV. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of any claims for reimbursement or indemnification hereunder based upon a statement by the director or officer seeking such reimbursement or indemnification, the indemnification and reimbursement provisions herein shall apply only if the Board of Directors approves such settlement, indemnification and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XVI. FIDELITY BONDING

A. In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each director, officer and employee of the Association and of any management firm. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated funds including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond.

B. The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The

bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.

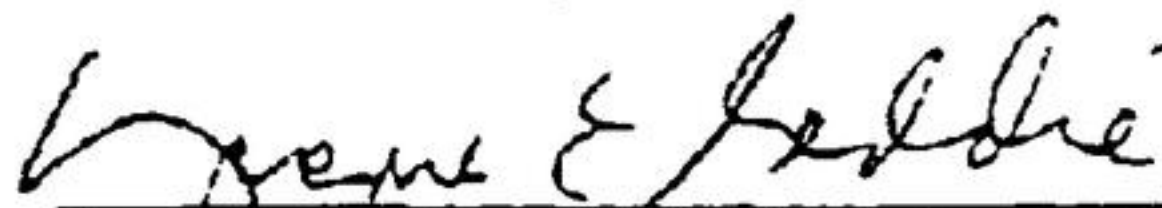
ARTICLE XVII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the votes of Members of the Association voting at a meeting at which a quorum is present. 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 was created. 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 such similar purposes. This procedure shall be subject to court approval or dissolution pursuant to Florida Statute 617.05 (1987).

ARTICLE XVIII. CONFLICTS

In the event of conflict between the provisions of these Articles and the Covenants, the provisions of the Covenants shall prevail; in the event of conflict between these Articles and the Bylaws, the provisions of these Articles shall prevail. In addition, the terms used herein shall have the same meaning and use as set forth in the Covenants.

IN WITNESS WHEREOF, the Subscriber hereto has hereunto set his hand and seal this 18 day of August, 1989.


Yvonne E. Geddie

STATE OF FLORIDA

COUNTY OF Clay

I HEREBY CERTIFY that on this 18th day of August, 1989, before me, the undersigned authority, personally appeared Yvonne E. Geddie, to me known to be the person who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

Josie P. Marshall
NOTARY PUBLIC, State of Florida
at Large NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Aug 17, 1992
Bonded thru Patterson - Beach Agency
My Commission Expires:

FILED

AUG 18 1989

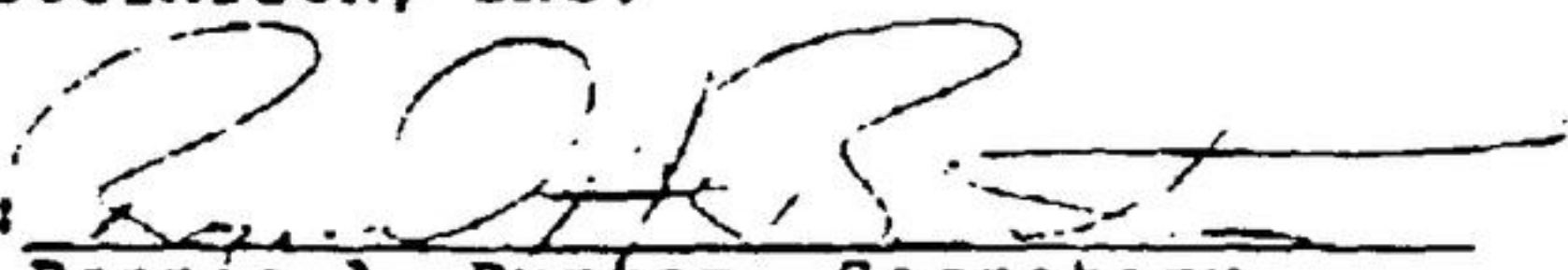
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

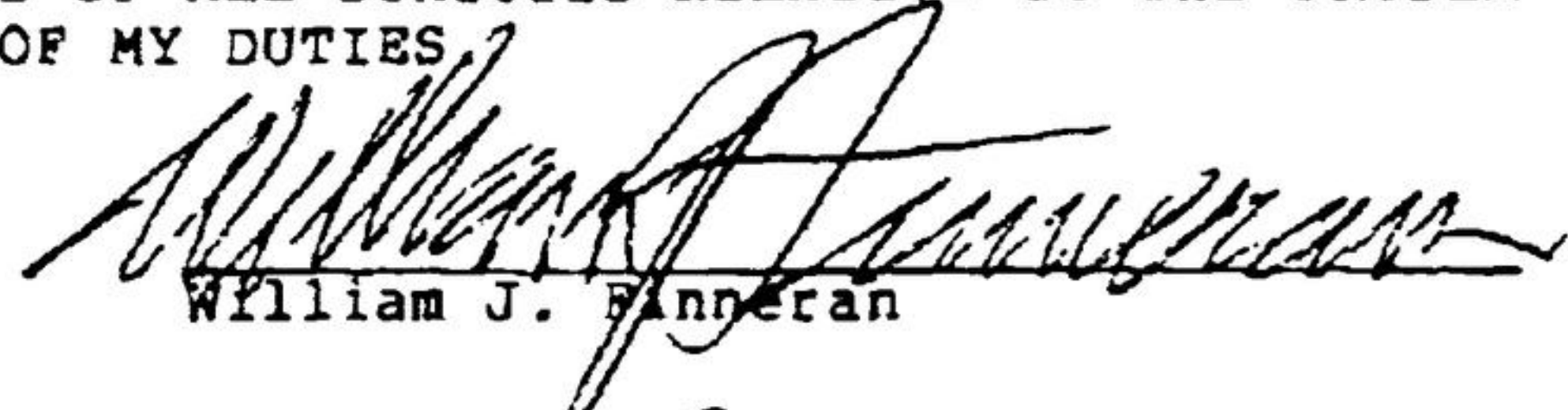
DOCTORS LANDIING HOMEOWNERS ASSOCIATION, INC. DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH
ITS PRINCIPAL PLACE OF BUSINESS AT TOWN OF MIDDLEBURG, COUNTY OF
CLAY, HAS NAMED WILLIAM J. FINNERAN 3150 NAUTILIUS ROAD, MID-
DLEBURG, FLORIDA 32068 AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN FLORIDA.

DOCTORS LANDING HOMEOWNERS
ASSOCIATION, INC.

BY: 
Ronnie A. Burton, Secretary

Date: 18 Aug 1989

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY 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


William J. Finneran

Date: 8-16-89

LCKARTDLNA

EXHIBIT D

BYLAWS

OF

DOCTORS LANDING NEIGHBORHOOD ASSOCIATION, INC.

a Florida Corporation Not for Profit

I. IDENTITY.

A. Applicability. These are the Bylaws of Doctors Landing Neighborhood Association, Inc. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapters 617 and 607, Florida Statutes, 1988, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to administer the operation and management of the landscaped areas within the plat of Doctors Landing according to plat thereof recorded in Plat Book 20, pages 16-19 of the public records of Clay County, Florida ("County").

B. Office. The office of the Association shall be at 3150 Nautilus Road, Middleburg, Florida 32068, or at such other place as may be established by resolution of the Board of Directors.

C. Fiscal Year. The fiscal year of the Association shall be the calendar year.

D. Seal. The seal of the Association shall bear the name of Doctors Landing Neighborhood Association, Inc., the word "Florida", the words "Corporation Not For Profit", and the year of incorporation. An impression of the seal is as follows:

E. Definitions. All terms used herein shall have the same meaning and definitions as are set forth in the Covenants and Restrictions of Doctors Landing recorded in Official Records Book 959, page 597 of the public records of Clay County, Florida.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. Membership. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Articles VI and VII of the Articles, the provisions of which are incorporated herein by reference.

B. Quorum. A quorum at meetings of Members shall consist of persons entitled to cast one-third of the votes of the Association which is 23 votes whether in person or by proxy. Decisions shall be made by the owners of a majority of the votes represented at a meeting at which a quorum is present. The

joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. Voting. The vote of the owner(s) of a Lot in the Subdivision owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Lot in a Voting Certificate as the holder of the vote. The Voting Certificate shall be filed with the Association, and the person so designated shall be and remain the holder of the vote of the Lot until such designation has been revoked by written instrument executed by the owner(s) of the Lot or by lawful conveyance of the Lot. The holder of the vote of the Lot shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the Lot at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Approval. Evidence of the approval or disapproval of the holder of the vote upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote if in an Association meeting.

E. Vote Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, if any, duly called and at which a quorum is present, the acts approved by the affirmative vote of the majority of the votes in person or by proxy and entitled to vote upon any question shall be binding upon the Members.

F. Proxies. At any meeting of the Members every holder of a vote having the right to vote shall be entitled to vote in person or by proxy. Any proxy given shall contain the date, time and place of the meeting for which the proxy is given and if a limited proxy shall set forth those items for which the holder of the proxy may vote and the manner in which the vote is to be cast and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. The proxy shall set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than 90 days after

the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the holder of the vote executing it, and it shall terminate automatically upon conveyance by a member of his Lot.

G. Consent to Action. To the extent permitted by law, any action on any matter to be taken by the Association may be taken by written consent without meetings, setting forth the action so taken, approved by Members holding not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. Accordingly, most matters to be determined by written consent must have the approval of the Members representing thirty-five (35) Lots. *? 34 Maj of 67 Lots*

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Florida and at such time as may be specified in the notice of the meeting.

B. Special Meetings. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from Members entitled to cast twenty-five (25%) percent of the votes.

C. Notice of Meetings.

1. Generally. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member unless waived in writing.

2. Annual. Notice of the Annual Meeting shall be given to each Member not less than fifteen (15) days prior to the date set for the meeting; and shall be mailed to each Member unless the right is waived in writing. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

3. Special. Notice of Special Meetings shall be given to each Member not less than seven (7) days prior to the date set for the meeting and shall be mailed by regular mail or delivered personally to the Member.

4. Waiver. Any Member may waive notice of any meeting.

5. Adjourned Meetings. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for a particular purpose is not present, wherever the required by the applicable provisions of the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer and Minutes. At meetings of Members, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, Members and their authorized representatives.

E. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- ✓(3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by chairman of inspectors of election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

IV. BOARD OF DIRECTORS

A. Members of Board. The first Board of Directors shall consist of the three (3) persons as designated in the Articles of Incorporation. The number of Directors may be increased by a vote of the Members in the same manner as any other amendment to these Bylaws.

B. Election of Directors. Election of Directors shall take place each year at the Annual Meeting. Directors shall serve for a two (2) year term except that one of the initial Directors shall serve for one (1) year. It being the intent that the terms of the Directors be staggered. In the election of Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected. Provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. Voting shall be by secret ballot and the person(s) receiving the most votes shall be Director(s).

C. Organizational Board Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

D. Regular Board Meeting. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special Meeting. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of any two of the Directors. Not less than three (3) days' notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting, unless notice is waived. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

F. Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association.

G. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is

present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken, shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

I. Notice to Members. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

J. Action without a Meeting. The Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken and approval thereof, signed by each Director, shall be filed and retained in the minute book of the Association.

K. Removal and Recall. Directors may be removed from office in the manner provided by law for the removal of Directors of Florida corporations not for profit. Directors may be removed, with or without cause by a majority vote of the Members at a duly constituted meeting.

L. Presiding Officer. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

M. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to perform all powers set forth in Article V of the Articles as well as the following:

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

(2) Carry insurance for the protection of Members and the Association against casualty and liability in connection with the operation of the Association.

(3) Pay all costs of landscaping, electrical, power, water, sewer and other utility services rendered to the Common Area, as described in the Articles and Declaration.

(4) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested by one fourth (1/4) of the Members who are entitled to vote.

V. OFFICERS.

A. Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. ~~The President shall be elected from the membership of the Board, but no other officer need be a Director.~~ The same person may hold the offices of Secretary and Treasurer, or Assistant Secretary or Treasurer, no other person may hold more than one office simultaneously. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion, determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to

the affairs of the Association. He shall have such additional powers as the Board may designate. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association, in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

F. Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the votes.

G. Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

H. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, 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, acceptance of such resignation shall not be necessary to make it effective.

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

VI. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Articles shall be supplemented by the following provisions.

A. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Member and his respective Lot. Such account shall designate the name and mailing address of the Member owning each Lot, the amount of each assessment against the Member, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. Annual Budget. The Board shall adopt, for , and in advance of, each fiscal year, a budget for the Subdivision showing the estimated costs of performing all of the functions of the Association as to such Subdivision for the year. The budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Members and due date (s) and amount of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each member at least fourteen (14) days prior to the meeting of the members at which the budget will be considered and the annual dues set, together with a notice of the time, place, and agenda of the meeting. After considering the Board's budget, the amount of the annual dues will be set by a majority vote of the members, present or by proxy, at a meeting of the association where a quorum exists. If any budget is subsequently amended, a copy shall be furnished to each affected member. Delivery of a copy of any budget or amended budget to a member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon an additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

Amendment Passed @ Dec 2, 1994 Meeting

D. Assessments. Unless otherwise determined by the Board of Directors, annual assessments shall be payable monthly. If an annual assessment is not made as required, an annual assessment shall be presumed to have been made in the amount of the last prior assessment, and installments on such annual assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and annual assessments may be amended at any time by the Board of Directors.

E. Special Assessments. Special assessments shall be levied and paid in the same manner as heretofore provided for regular assessments, except that assessments shall be paid on a voluntary bases and may not be enforced by a lien.

F. The Depository. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized and may include in its provisions authority for the Manager to sign checks on behalf of the Association for payment of the obligations of the Association.

G. Audit. An audit or review of the accounts of the Association may be made from time to time as directed by the Board of Directors.

H. Fidelity Bonds. Fidelity bonds shall be required for the Board and any persons handling or responsible for Association funds as the Board of Directors shall direct in an amount to be determined by the Board based upon its best business judgment. The premiums of said bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES.

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

VIII. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

* IX. AMENDMENTS.

A. Requirements. These Bylaws may be amended, at a regular or special meeting of the Members, by approval of a majority of the votes represented by a quorum of Members present in person or by proxy or majority of all votes by written consent.

B. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control and in the

case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing were adopted as the Bylaws of Doctors Landing Neighborhood Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the ____ day of _____, 1989.

Dated:

Secretary

APPROVED:

President

LCKBYDLNA

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

August 26, 2022

Suzanne C. Quinonez, Esq.
Law Office of Suzanne C. Quinonez, P.A.
Post Office Box 130
Middleburg, Florida 32050-0130

**Re: Doctors Landing Homeowners Association, Inc., Approval;
Determination Number: 22160**

Dear Ms. Quinonez:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Doctors Landing Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink, appearing to read 'James D. Stansbury', is written over a horizontal line.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | [www.Twitter.com/FLDEO](https://twitter.com/FLDEO) | www.Facebook.com/FLDEO

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Suzanne C. Quinonez, Esq.
August 26, 2022
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NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.