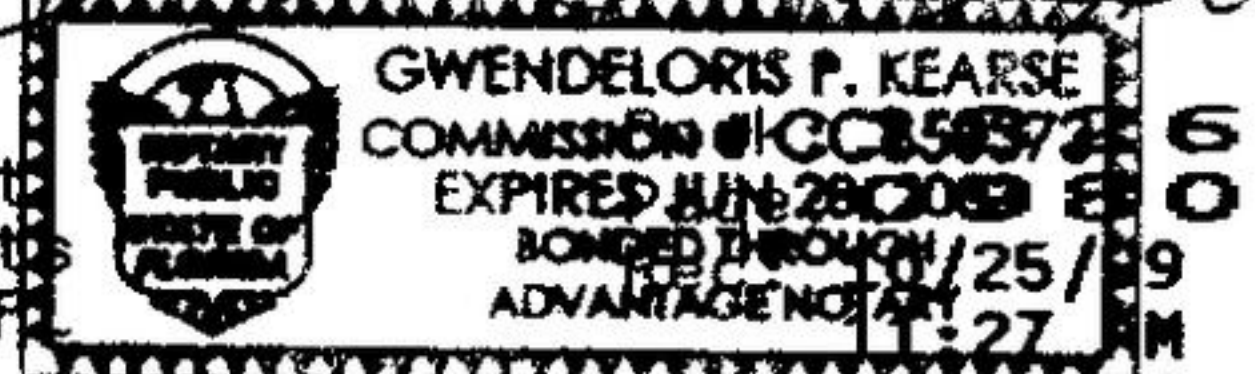


2400
5
✓
Prepared By and Return To:
Stacey Myers, Esq.
P. O. Box 855
Orange Park, Florida 32067-0855

Sheik
Book: 1826
Page: 0980
Rec: 10/25/99
11:27 AM
File# 9949176
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$24.00



File# 9949176
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$24.00

ADDITION TO COVENANTS AND RESTRICTIONS

This document (also referred to as "Declaration" herein) shall add to and modify the Covenants and Restrictions for River Passage Development, Clay County, Florida, which have been filed and recorded at Book 1059, Pages 330-336, of the Public Records of Clay County, Florida, pursuant to the authority found in paragraph 32 of said Covenants and Restrictions.



Paragraph 36:

ARTICLE I - DEFINITIONS

The following definitions shall apply whenever they appear in this document:

- (a) "Association" shall mean and refer to River Passage Homeowner's Association, Inc., its successors and assigns.
- (b) "Charges" shall mean and include all General, Special and Lot Assessments.
- (c) "General Assessment" shall mean and refer to an assesment required of all Owners, as further provided in Article II herein entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.
- (d) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.
- (f) "Special Assessment" shall mean and refer to those special assessments further described in Article II herein.

ARTICLE II - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent (including attorney's fees, whether suit filed or not), shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of Clay County, Florida, which lien shall include all the formalities of a deed and be signed by a duly authorized officer of the Association. The claim of lien can provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the non-use by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner. Mortgagees are not required to collect assessments.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. The Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessment shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full. The maximum Annual General Assessment shall not increase more than five percent (5%) per year unless by a vote of a majority of the members.

Section 3.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property

related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot (or a charge under Section 5 below), or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, the Association shall repair the damage. Such repairs will be performed in good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The expense incurred by the Association in making such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

Section 6. The initial Assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner by the Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a thirty (30) day month.

Section 7.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at the rate of eighteen (18%) percent per annum (or the maximum rate allowed by law, if less) until paid.

(b) Any charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the

Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise avoid liability for the charges provided for herein by abandonment of his Lot.

(d) The lien rights provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment. Sale or transfer of any Lot shall not affect such lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

Section 8. The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 9 - Budget.

(a) The fiscal year of the Association shall consist of a twelve (12) month period commencing on the first day of January of each year and terminating on the last day of December of that year.

(b) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors reserves the right to determine the collection periods. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(c) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 10. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority; and

(b) All Common Areas or areas owned by the Association itself.

IN WITNESS WHEREOF, a majority of the undersigned lot owners have affixed their signatures below.

LOT 1:

Print name:
Personally known ()
ID: _____

LOT 2:

Print Name:
Personally known ()
ID: _____

LOT 3:

Print name:
Personally known ()
ID: _____

LOT 4:

Print Name:
Personally known ()
ID: _____

LOT 5:

Print name:
Personally known ()
ID: _____

LOT 6:

Print Name:
Personally known ()
ID: _____