

Prepared By and Return to:
Charles E. Dixon, III
10411 Alta Drive
Jacksonville, Florida 32226

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**DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS FOR**

Acorn Parke Subdivision

THIS DECLARATION, made on the date hereinafter set forth by Acorn Development of Northeast Florida, Inc., a Florida corporation, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of all of the lands described on the Plat of Acorn Parke Subdivision according to Plat thereof recorded in Plat Book 54, Pages 58, 58A, 58B, & 58C of the Public Records of Duval County, Florida and hereinafter referred to as the "Properties"; and

WHEREAS, Developer has, or may acquire additional real property in near proximity to the land shown on the Plat of Acorn Parke Subdivision, which real property may be annexed by Developer, subject to the terms and conditions of this Declaration, and brought within the jurisdiction of the Association, as provided herein below;

NOW, THEREFORE, Developer hereby declares that all the lots in the Property shall be subject to the terms and conditions of this Declaration upon recordation of this document and that such additional real property which may be annexed by Developer shall be made subject to the terms hereof by the Developer upon recordation of a supplementary declaration in the Public Records of Duval County, Florida to the effect. The Lots in the Property, and all Lots and other Properties shown on any future recorded Plat of the real property annexed by Developer shall be held, sold and conveyed and occupied subject to the following covenants, restrictions, conditions and easements which easements shall be perpetual in duration unless otherwise provided, all of which are for the purpose of protecting the value and shall run with the title to said Lots and other property annexed hereto as said property is developed and platted and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns and which shall inure to the benefit of the Association and each Owner as those terms are hereinafter defined.

ARTICLE I

DEFINITIONS

Section 1. Plat. "Plat" shall mean and refer to the Plat of Acorn Parke Subdivision as recorded in Plat Book 54, Pages 58, 58A, 58B, & 58C, of the Public Records of Duval County, Florida, and any future recorded Plat or Plats of the Properties.

Section 2. Properties. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Association. "Association" shall mean and refer to Acorn Parke Subdivision Homeowners Association, Inc., a Florida corporation not for profit, organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. Lot. "Lot" shall mean and refer to any Lot shown upon the Plat of Acorn Parke Subdivision according to Plat thereof recorded in Plat Book 54, Pages 58, 58A, 58B, & 58C, of the Public Records of Duval County, Florida, and all other Lots shown on any future recorded Plat or Plats of the Properties.

Section 6. Living Unit. "Living Unit" shall mean and refer to a single-family, detached dwelling constructed or to be constructed on a Lot and intended for use and occupancy as a single-family residential dwelling.

Section 7. Common Area. "Common Area" shall mean and refer to all real property (including the improvements thereto and specifically the Tract "A" and Tract "B" shown on Plat) and personal property (specifically including any fencing landscaping and signage), which may now or hereafter be owned by the Association for the common use and enjoyment of the Owners.

Section 8. FHA. "FHA" shall mean and refer to the Federal Housing Administration of the United States Department of Housing and Urban Development.

Section 9. VA. "VA" shall mean and refer to the Veterans Administration.

Section 10. Developer. "Developer" shall mean and refer to Acorn Development of Northeast Florida, Inc., its successors and/or assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 11. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Conditions and Easements.

Section 12. Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 13. Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 14. Builder. "Builder" shall mean and refer to a licensed contractor buying a lot directly from Developer.

Section 15. "Surface Water or Stormwater Management System". A system which is designed and constructed or implemented to control discharge which is necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if applicable, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or convey all or any part of the Common Area to any public agency, authority, utility or other entity and the right of the Association to mortgage all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the Board of Directors. The Board of Directors shall have the right to approve any dedication or conveyance of the common areas. No such mortgage shall be effective unless an instrument agreeing to such mortgage signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. The Developer, so long as it shall hold title to one Lot, and every Owner of a Lot with a completed Living Unit thereon shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

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

Class B - The Class B member shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when seventy five percent (75%) of the Lots have been conveyed by the Developer to an owner other than a Builder; or

(b) on the 31st day of March 2003.

Section 3. Amplification. The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association; PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

Section 4. Articles and By Laws. A copy of the Articles of Incorporation and Bylaws of the Association are attached as Exhibits A and B respectively.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien; Personal Obligations of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (1) annual assessments or charges as set forth in Section 2 hereof, and (2) special assessments as set forth in Section 4 hereof. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent

assessments shall not pass to his successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

Section 2. Annual Assessments; Purpose. The annual assessments levied by the Association shall be used exclusively for enabling the Association: (a) to promote the recreation, health, safety and welfare of the residents of the Properties; (b) for the improvement and maintenance of the Common Area and the Stormwater Management System; (c) to provide for all expenses of operating the Association, including without office operating expenses and to pay any and all other things necessary or desirable in the judgment of the Board of Directors; (d) to repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and (e) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion the funds collected pursuant hereto or expenditures there from among the various purposes specified herein and the judgment of the Board of Directors and the expenditure of the funds in accordance with the adopted budget shall be final. The Board of Directors, in its discretion may hold the funds invested or un-invested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, (other than a Builder) the maximum annual shall be \$120.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first such Lot to an Owner (other than a Builder) the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first such Lot to an Owner, (other than a Builder) the maximum annual assessment may be increased above 10% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments and Due Dates. (a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting at a meeting duly called for this purpose.

(b) The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part any deficit of the Association provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Special assessments may also be levied against the Owner of a Lot for repairs which benefit only such Lot, or which are for expenses incident to the abatement of a nuisance on any such Lot. Such special assessment may be levied at any special or annual meeting of the Board of Directors of the Association.

(d) The due dates for any special assessments under this Section 4 shall be established by the Board of Directors.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and Section 4 (a) and (b). Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 (a) and (b) shall be sent to all members not less than 15 nor more than 60 days in advance of the meeting. At the first such meeting called, presence of members or of proxies entitled to cast the majority of all the votes of each class of membership shall constitute a quorum. For the purposes of Section 3 and 4(a) and (b), a meeting shall be deemed "duly called" if the notice and quorum requirements of this Section are met.

Section 6. Uniform Rate of Assessments. All annual assessments are provided in Section 2 hereof and special assessments as provided in Sections 4(a) and (b) hereof, must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, semiannually or annual basis as determined by the Board of Directors of the Association; PROVIDED, HOWEVER, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 4(c) hereof, and further provided that the annual assessments for all unsold Lots owned by the Developer shall be determined as follows: The total charge for annual expenses to Owners of Lots who have taken title to same will be deducted from the total annual expenses as incurred by the Association and the difference will be paid by the Developer as its contribution to cover the annual expenses enforceable in accordance with this Article. Nothing in this Section shall be construed to require a Lot Owner to pay more than the maximum annual assessment in Section 3 above, except in accordance with that Section, nor shall this Section 6 be construed to require a Lot Owner to pay more than his proportionate share (based on the total number of Lots shown on the recorded Plat of the Properties made subject to this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if the Association was in full operation.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to each Lot on the date of conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment of each Lot, which is subject to assessments at least 30 days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding the foregoing, the date of commencement of annual assessments to a lot conveyed by Developer to a Builder shall be the earlier of the date the Builder sells the lot to an owner or six (6) months from the date the lot is sold by the Developer to the Builder.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property involved, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of a Lot subject to assessments shall not affect the assessment lien. However, the sale or transfer of any Lot subject to assessments pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the liens of such assessment as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve any Lot subject to assessments from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Capitalization Fee. A capitalization fee of \$50.00 per lot will be collected upon the initial sale of a Lot to an Owner other than a Builder.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, size, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

No alteration as the original external color of any Living Unit shall be permitted without the prior written approval of the Architectural Control Committee. In no event shall any awnings, shades or other extraneous fixtures or decorations be attached to the exterior of any Living Unit and no windows or exterior doors may be altered, added, deleted or relocated.

ARTICLE VI

EASEMENTS

Section 1. Easement for Encroachments. Developer hereby subjects each Lot to an easement for encroachments created by construction, settling and overhangs of the Living Units and declares that a valid easement shall exist for said encroachments and the maintenance thereof. In the event that any Living Unit is partially or totally destroyed and then rebuilt, the Owners of the Lots so affected covenant and agree that minor encroachments on parts of the adjacent Lots due to

construction and reconstruction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. Easements for Maintenance and Repairs. Developer hereby grants the Association an easement over, under, across and through the yard area of any Lot which includes a portion of the Common Areas to perform any necessary maintenance and/or repair, restoration of such Common Area and any improvements thereon, lawn and yard maintenance and pest control.

Section 3. Easements on Plat. The easements reserved as shown on the Plat are for the installation and maintenance of electric and telephone wires, cable, conduits, water mains, drainage lines, sewers and other suitable equipment for the installation, maintenance, transmission and use of electricity, telephone, gas, cable television, lighting, heating, water drainage lines, drainage facilities, sewage lines and other conveniences or utilities and are for drainage, sewers and utilities unless otherwise noted, which easements are hereby ratified and confirmed by the Developer and by this reference made a part hereof. The Developer, for itself and its successors and assigns, shall have the right and privilege over, on and under said easements to erect, maintain and use electric and telephone wires, cable, conduits, water mains, drainage lines, sewer lines and other suitable equipment for drainage and sewage disposal purposes and for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water and other conveniences for utilities. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this Section. The Owners of the Lots subject to the privileges, rights and easements referred to in this Section shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over and under said easements. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. Any easement area located on a Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Developer further grants to the Owner of each Lot, the Jacksonville Electric Authority, its successors and assigns a non-exclusive easement for the installation and maintenance of electric meters on the exterior wall of any Living Unit, together with the right of ingress and egress over each Lot for the purpose of maintaining and reading said electric meters.

Section 4. Appurtenances of Easement. The easements shown on the plat and the easements granted or created herein shall be a burden upon and appurtenant to Lots so affected and benefited by such easements, whether, or not the same shall be referred to in any deed conveying title to any Lot or referred to in any mortgage encumbering any Lot.

Section 5. Right of Entry. Developer hereby grants to the Association, its employees, agents and contractor the right, at the time, to enter upon each Lot for the purpose of abating any nuisance thereon or to enforce any of the provisions of this Declaration. The right of entry and abatement herein granted to the Association, its employees, agents and contractors, shall not be deemed a trespass or make the Association, its employees, agents and contractors liable in anywise for damages on account thereof.

ARTICLE VII

COMMON AREA

The Association shall maintain and repair all Common Areas and other Association property, as is consistent with this Declaration, the Articles and Bylaws.

ARTICLE VIII

Section 1. Surface Water or Stormwater Management System. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 2. Duties of Association. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System in a manner consistent with the Saint Johns River Water Management District ("District") permit (Permit No. 40-031-6762-1). Maintenance of the Surface Water or Stormwater Management System (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

Section 3. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot, which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

Section 5. Amendment. Any amendment to this Declaration, which alters any provisions relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions or the common areas, must have the prior approval of the District.

Section 6. Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 7. Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. Any alteration of the Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 8. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity, which could comply with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation.

Section 9. Existence and Duration. Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Section 10. Vegetative Natural Buffer. There shall be set aside a permanent vegetative buffer ("Buffer"), over that portion of the property shown on the plat. This buffer extends across lots 74, 75, 76, 78, and 79. The Buffer is part of the Surface Water Management System permitted by the District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surfaces are prohibited within the Buffer.

ARTICLE IX

CONSERVATION EASEMENT AREAS

Section 1. "Conservation Easement Area" means all of such areas depicted on the Plat as Tract "A" and Tract "B".

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, FRS in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the District, to wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas.
- (b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas.
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas.
- (e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- (g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris, which may accumulate on such Conservation Easement Area.

The District or its successor agency may enforce the prohibitions and restriction upon the Conservation Easement Areas as set forth in this section by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provision of this Conservation Easement Area restriction may not be amended without prior approval from the District.

All rights and obligation arising there under are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

ARTICLE X

PEST CONTROL

Each Owner shall properly provide pest control within their Living Unit and yard areas.

ARTICLE XI

INSURANCE

Section 1. Owner's Required Coverage. Every Owner of a completed Living Unit shall maintain and keep in full force and effect and shall pay the premiums thereon, as the same become due and payable, for an insurance policy on such Owner's Living Unit insuring against all risks of physical loss to the maximum insurable replacement value thereof or such other coverage and in such other amounts as may be required by the mortgagee (s) of any such Owner, whichever policy shall provide the greater coverage. Every such Owner shall also furnish within five (5) days after the receipt of written request from the Association or the mortgagees of any such Owners and the insurance carriers of any such Owners, a copy of said insurance policy and annual renewals thereof, together with a copy of the paid receipt thereof.

Section 2. Failure to Maintain and Keep Required Coverage. In the event any Owner of a completed Living Unit shall fail or refuse to maintain and keep in full force and pay the premiums on the Owner's required insurance coverage and/or furnish copies thereof, together with a copy of a paid receipt thereof as set forth in Section 1 hereof, the Board of Directors of the Association shall have the right, after ten (10) days written notice to such Owner, to purchase such Owner's required insurance coverage and pay the premium thereon, then and in such event, the Board of Directors of the Association shall be entitled to levy a special assessment against such Owner for the cost of such Owner's required insurance coverage. Such assessment shall in every respect constitute a lien on the Lot of such Owner as any other assessment or special assessment and shall also be the personal obligation of such Owner.

ARTICLE XII

OWNER'S OBLIGATION TO MAINTAIN AND REPAIR

Section 1. Owner's Obligation to Repair. Each Owner shall be required to maintain the exterior of his Living Unit including the lawn and landscaping and no Living Unit shall be allowed by the Owner to fall into the condition of unsightly use, misuse, or disrepair. In the event any Living Unit is damaged by fire or other casualty, such Living Unit shall be repaired by the Owner thereof in accordance with the plans and specifications for such Living Unit as originally constructed, utilizing the same materials, exterior surfaces and color of paint as near to the original color as possible. The Owner of such damaged Living Unit shall commence repairs thereto within sixty (60) days from the date of such damage and complete such repairs within six (6) months from the date of such damage. Enforcement of this restriction may be had by suit in equity or law to require the Owner to make such repairs as may be necessary to restore the Living Unit and Lot on which it is located to a condition of good order and sightliness.

This remedy is in addition to and is not exclusive of any lawful remedy or remedies for breach of this restriction or any other restriction herein declared.

Section 2. Failure to Repair. In the event any Owner shall fail or refuse to maintain or repair his damaged Living Unit as required in Section 1 hereof, the Board of Directors of the Association shall have the right, after ten (10) days written notice to such Owner, to make such repairs and to pay the cost thereof and in such an event, the Board of Directors of the Association shall be entitled to levy a special assessment against the Owner for the cost of such repairs. Such

assessment shall, in every respect constitute a lien on the Lot of such Owner as any other assessment or special assessment and shall also be the personal obligation of such Owner.

ARTICLE XIII

GENERAL RESTRICTIONS

Section 1. Residential Lots. All Lots shall be used for single family residential purposes only and business and home occupations (such as doctors, dentist, accountants, hair dressers, etc.) are specifically prohibited, except as hereinafter provided. No structure shall be erected, altered, placed or permitted to remain on any Lot other than a Living Unit as defined herein. No outbuilding shall be erected or permitted to remain on any Lot. The term "outbuilding" shall mean any building, structure or any other improvement that is not a part of the original construction on a Living Unit. Nothing contained herein shall prevent the Developer or any person designated by the Developer from utilizing any Lot or Living Unit as a model Living Unit for offices, display, sales or development purposes.

Section 2. Minimum Square Footage for any Living Unit. No Living Unit shall be constructed or allowed to remain on any Lot unless the square footage of the heated Living Area thereof shall equal or exceed 1,000 square feet.

Section 3. Building Setback Lines. No Living Unit shall be constructed nearer than 20 feet to the front Lot line, nor nearer than 5 feet to any side Lot line, nor nearer than 10 feet to any rear Lot line; PROVIDED, HOWEVER, in the case of corner Lots a front setback of the required depth shall be provided on one frontage and a front setback one-half (1/2) the required depth shall be provided on the other. In the case of a conflict with any City of Jacksonville Ordinance the more restrictive setback will prevail.

Section 4. Parking. No vehicle of any type shall be kept or parked on the grassed area of any Lot. No wheeled vehicle of any kind not in operating condition, recreational vehicles, boats, trailers, campers, or mopeds shall be kept or parked upon any part of a Lot other than in a garage or other area approved by the Developer. No trucks used for a commercial purpose and with a gross weight in excess of 5000 pounds shall be permitted to park on a street shown on the Plat for a period of more than four hours, unless the same is present in the actual, active furnishing of services and/or repair of a Living Unit. Nothing contained herein shall be construed to prevent any contractor, sub-contractor or supplier to park trucks or other commercial vehicles on any parking pad or street during the course of construction or reconstruction of a Living Unit. Minor repairs, not exceeding two hours in duration shall be allowed on permitted vehicles parked on the Owner's Lot.

Section 5. Mail Boxes. All mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines or similar material will be allowed and placed in accordance with a standard design established by the ARB.

Section 6. Window Air Conditioners. No window air conditioning units shall be installed in any Living Unit.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other household pets, provided they are not kept, bred or

maintained for any commercial purposes. Animals shall be leashed whenever such animals are on any portion of a Lot other than inside a Living Unit. Owners shall not allow their animals to trespass on or soil the property of other owners.

Section 8. Antennae or Aerials. No antennae or aerials shall be placed on any Lot or fixed to the exterior of any Living Unit without the prior written approval of the Architectural Control Committee, except those expressly permitted by Law.

Section 9. Garages. In the event Developer provides a garage as part of a Living Unit, the door of such garage shall be kept closed at all times except for entry and exit. No such garage shall be altered or modified in any way except with the prior written approval of the Architectural Control Committee.

Section 10. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently.

Section 11. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of a Living Unit and other improvements permitted hereunder, not the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Lot used in connection with the construction or sale of a Living Unit being built in this subdivision for no longer than thirty-six months. The location and landscaping of the trailer shall be subject to approval of the Developer.

Section 12. Signs. No sign of any character shall be displayed upon or permitted to remain on any Lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design specified by the Architectural Control Committee.

Nothing contained herein shall prevent the Developer or any Builder, contractor, or person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, Model Living Units and other structures as the Developer may deem advisable for development, construction or sales purposes.

Section 13. Clotheslines - Drying. No permanent clothesline shall be erected on any Lot. Clothing or any other household fabrics shall not be hung in the open on any Lot where it may be visible from the street.

Section 14. Window Coverings. No reflective foil or other material or tinted glass shall be permitted on any windows of any Living Unit except for tinted bronze glass and any such installation shall require the approval of the Architectural Control Committee.

Section 15. No Offensive Activities. No illegal, noxious or offensive activities shall be permitted on any Lot or Living Unit, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lot, except in a closed, sanitary container. Such container shall be kept in a sanitary condition adjacent and out of view to or within the Living Unit. Such containers may be placed on the Lot for pickup at the times specified by and in accordance with the

requirements of the franchised garbage removal utility for the Properties, but such containers shall be returned to the above-designated areas promptly after pickup. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any Lot, or dedicated right-of-ways.

Section 16. Well Limitation, Water Service and Sewage Disposal. No individual water system or well of any-type shall be maintained, drilled, or permitted on any Lot without the prior written consent of the Architectural Control Committee.

Section 17. Water and Sewage Regulations. All Lots and the Living Units thereon are subject to all rules and regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by the City of Jacksonville and other applicable agencies.

Section 18. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Area so long as such rules and regulations are consistent with the rights and duties established by this Declaration. No Owner or other person occupying any Lot, or any lessee or invitee, shall violate the Association's rules and regulations for the use of the Properties.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, restrictions, conditions, easements, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant, restriction, condition, easement, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment and Release of Violations. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of 75% of the Lot Owners. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty-seven (67) percent of the Lot Owners; PROVIDED, HOWEVER, Developer reserves and shall have the right, subject to prior approval of the FHA or VA: (a) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or in any Plat of the Properties, and (b) to release any Lot from violation of the building restriction lines and the provisions hereof relating thereto if the Developer and the FHA or VA, in their sole judgment, deem such violation to be a minor or insubstantial violation. Any amendment must be recorded in the public records of Duval County, Florida.

Section 4. Annexation. Developer reserves unto itself, its successors and assigns the right to include with the Properties (and to bring within the jurisdiction of the Association) additional lands located in, near or adjacent to Acorn Parke Subdivision, provided such additional lands are then owned by Developer, within ten (10) years of the date of recording of this Declaration provided that the FHA or the VA shall determine that the annexation is in accordance with the general plan heretofore approved by them or it, or as amended with the approval of the FHA or the VA, by recording a supplement to this Declaration in the public records of Duval County, Florida, referring to this provision of this Declaration and identifying the lands to be so included by proper legal description. From and after such recording, such additional lands will be deemed to be subject to this Declaration in all respects. Thereafter, additional residential property may be annexed to the Properties only with the consent of two-thirds of each class of member of the Association. In no event shall any common area be annexed without the prior approval of two-thirds of each class of members of the Association.

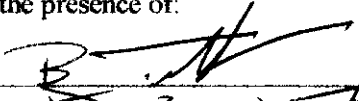
Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to be sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

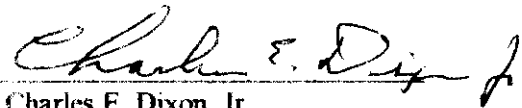
Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA; (a) annexation of additional Properties, (b) dedication of Common Area; and (c) amendment of this Declaration of Covenants, Restrictions, Conditions and Easements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 30th day of November 2001.

Signed, sealed and delivered
in the presence of:

Acorn Development of Northeast Florida, Inc.


(Name) Bryan Tebbe

By: 
Charles E. Dixon, Jr.


(Name) Wendy Baute

STATE OF FLORIDA

COUNTY OF LWA

The foregoing instrument was acknowledged before me this 3rd day of December, 2001 by Charles E. Dixon, Jr., President of Acorn Development of Northeast Florida, Inc., a Florida corporation, who is personally known to me or produced _____ as identification.

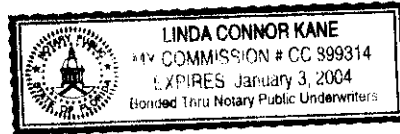
[Handwritten Signature]

Print Name: _____

Notary Public, State and County
Aforesaid

Commission No.: _____

My Commission Expires: _____





Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ACORN PARKE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on November 9, 2001, as shown by the records of this office.

The document number of this corporation is N01000007988.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of November, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
Acorn Parke Homeowners Association, Inc.

FILED
01 NOV -9 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In Compliance with the Chapter 617, F.S., (Not for Profit)

ARTICLE I NAME

The name of the Corporation shall be:

Acorn Parke Homeowners Association, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

10411 Alta Drive
Jacksonville, Florida 32226

ARTICLE III PURPOSE

The purpose for which the corporation is organized:

Homeowners Association

ARTICLE IV MANNER OF ELECTION

The manner in which the directors are elected or appointed:

As stated in the Bylaws.

ARTICLE V INITIAL DIRECTORS/OFFICERS

The name and address information for the initial directors is as follows:

Barry E. Dixon
10411 Alta Drive
Jacksonville, Florida 32226

Oliver L. Dixon
10411 Alta Drive
Jacksonville, Florida 32226

Charles E. Dixon III
10411 Alta Drive
Jacksonville, Florida 32226

ARTICLES VI INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida Street address of the registered agent is:

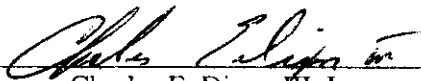
Charles E. Dixon III
10411 Alta Drive
Jacksonville, Florida 32226

FILED
01 NOV -9 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES VII INCORPORATOR

The name and address of the Incorporator is:

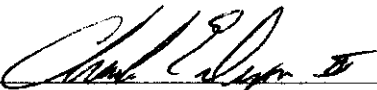
Charles E. Dixon III
10411 Alta Drive
Jacksonville, Florida 32226



Charles E. Dixon III, Incorporator

8 November 2001
Date

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Charles E. Dixon III, Registered Agent

8 November 2001
Date

Exhibit B

BYLAWS

OF

Acorn Parke Homeowners Association, Inc.

ARTICLE 1
OFFICES

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation is located in the County of Duval, State of Florida.

SECTION 2. CHANGE OF ADDRESS

The designation of the county or state of the corporation's principal office may be changed by amendment of these Bylaws. The Board of Directors may change the principal office from one location to another within the named county by noting the changed address and effective date below, and such changes of address shall not be deemed, nor require, an amendment of these Bylaws:

_____ Dated: _____, 20__

_____ Dated: _____, 20__

_____ Dated: _____, 20__

SECTION 3. OTHER OFFICES

The corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the board of directors may, from time to time, designate.

ARTICLE 2
NONPROFIT PURPOSES

SECTION 1. IRC SECTION 501(C)(3) PURPOSES

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

Book 10253 Page 2132

Section 2. SPECIFIC OBJECTIVES AND PURPOSES

The specific objectives and purposes of this corporation shall be:

Homeowners Association

**ARTICLE 3
DIRECTORS**

SECTION 1. NUMBER

The corporation shall have three directors and collectively they shall be known as the Board of Directors.

SECTION 2. QUALIFICATIONS

Directors shall be of the age of majority in this state. Other qualifications for directors of this corporation shall be as follows:

- (a) Shall be Employees, Officers, or Directors of Acorn Development of Northeast Florida, Inc. (Developer), its successors and / or assigns so long as the Developer maintains its Class B membership as provided in the Declaration of Covenants and Restrictions.
- (b) Thereafter Directors shall be Lot Owners in the Acorn Parke Subdivision as provided the Declaration of Covenants and Restrictions.

SECTION 3. POWERS

Subject to the provisions of the laws of this state and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this corporation, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 4. DUTIES

It shall be the duty of the directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;

(c) Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly;

(d) Meet at such times and places as required by these Bylaws;

(e) Register their addresses with the Secretary of the corporation, and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 5. TERM OF OFFICE

Each director shall hold office for a period of two years and until his or her successor is elected and qualifies.

SECTION 6. COMPENSATION

Directors shall serve without compensation except that a reasonable fee may be paid to directors for attending regular and special meetings of the board. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their duties.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such other place as may be designated from time to time by resolution of the Board of Directors.

SECTION 8. REGULAR MEETINGS

Regular meetings of Directors shall be held on the third Thursday of January at Six PM, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day.

SECTION 9. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson of the Board, the President, the Vice-President, the Secretary, by any two directors, or, if different, by the persons specifically authorized under the laws of this state to call special meetings of the board. Such meetings shall be held at the principal office of the corporation or, if different, at the place designated by the person or persons calling the special meeting.

Book 10253 Page 2135

SECTION 10. NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the board of directors:

(a) Regular Meetings. No notice need be given of any regular meeting of the board of directors.

(b) Special Meetings. At least one week prior notice shall be given by the Secretary of the corporation to each director of each special meeting of the board. Such notice may be oral or written, may be given personally, by first class mail, by telephone, or by facsimile machine, and shall state the place, date and time of the meeting and the matters proposed to be acted upon at the meeting. In the case of facsimile notification, the director to be contacted shall acknowledge personal receipt of the facsimile notice by a return message or telephone call within twenty four hours of the first facsimile transmission.

(c) Waiver of Notice. Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 11. QUORUM FOR MEETINGS

A quorum shall consist of two of the members of the Board of Directors.

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, no business shall be considered by the board at any meeting at which the required quorum is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

SECTION 12. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 13. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the President of the corporation or, in his or her absence, by the Vice President of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall

act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by Roberts Rules of Order, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

SECTION 14. VACANCIES

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

Any director may resign effective upon giving written notice to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of this state.

Directors may be removed from office, with or without cause, as permitted by and in accordance with the laws of this state.

Unless otherwise prohibited by the Articles of Incorporation, these Bylaws or provisions of law, vacancies on the board may be filled by approval of the board of directors. If the number of directors then in office is less than a quorum, a vacancy on the board may be filled by approval of a majority of the directors then in office or by a sole remaining director. A person elected to fill a vacancy on the board shall hold office until the next election of the Board of Directors or until his or her death, resignation or removal from office.

SECTION 15. NONLIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 16. INDEMNIFICATION BY CORPORATION OF DIRECTORS AND OFFICERS

The directors and officers of the corporation shall be indemnified by the corporation to the fullest extent permissible under the laws of this state.

SECTION 17. INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against liabilities asserted against or

incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

ARTICLE 4 OFFICERS

SECTION 1. DESIGNATION OF OFFICERS

The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The corporation may also have a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, and other such officers with such titles as may be determined from time to time by the Board of Directors.

SECTION 2. QUALIFICATIONS

Any person may serve as officer of this corporation.

SECTION 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF PRESIDENT

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, the President shall preside at all meetings of the Board of Directors and, if this corporation has members, at all meetings of the members. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 7. DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 8. DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the corporation.

Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9. DUTIES OF TREASURER

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor.

Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 10. COMPENSATION

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered to or for the corporation.

**ARTICLE 5
COMMITTEES**

SECTION 1. EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of its members, designate an Executive Committee consisting of one board member and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the Executive Committee authority so delegated, increase or decrease but not below two (2) the number of the members of the Executive Committee, and fill vacancies on the Executive Committee from the members of the board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

**ARTICLE 6
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS**

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized,

no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

SECTION 3. DEPOSITS

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

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the nonprofit purposes of this corporation.

ARTICLE 7 CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

(a) Minutes of all meetings of directors, committees of the board and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(c) A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;

(d) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 4. MEMBERS' INSPECTION RIGHTS

If this corporation has any members, then each and every member shall have the following inspection rights, for a purpose reasonably related to such person's interest as a member:

(a) To inspect and copy the record of all members' names, addresses and voting rights, at reasonable times, upon written demand on the Secretary of the corporation, which demand shall state the purpose for which the inspection rights are requested.

(b) To obtain from the Secretary of the corporation, upon written demand on, and payment of a reasonable charge to, the Secretary of the corporation, a list of the names, addresses and voting rights of those members entitled to vote for the election of directors as of the most recent record date for which the list has been compiled or as of the date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made within a reasonable time after the demand is received by the Secretary of the corporation or after the date specified therein as of which the list is to be compiled.

(c) To inspect at any reasonable time the books, records, or minutes of proceedings of the members or of the board or committees of the board, upon written demand on the Secretary of the corporation by the member, for a purpose reasonably related to such person's interests as a member.

Members shall have such other rights to inspect the books, records and properties of this corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 6. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

ARTICLE 8 IRC 501(C)(3) TAX EXEMPTION PROVISIONS

SECTION 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation [except as otherwise provided by Section 501(h) of the Internal Revenue Code], and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

SECTION 2. PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

SECTION 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of Section 510(c)(3) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Such distribution shall be made in accordance with all applicable provisions of the laws of this state.

SECTION 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess

business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

**ARTICLE 9
AMENDMENT OF BYLAWS**

SECTION 1. AMENDMENT

Subject to the power of the members, if any, of this corporation to adopt, amend or repeal the Bylaws of this corporation and except as may otherwise be specified under provisions of law, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted by approval of the Board of Directors.

**ARTICLE 10
CONSTRUCTION AND TERMS**

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of this corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these Bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986 as amended from time to time, or to corresponding provisions of any future federal tax code.

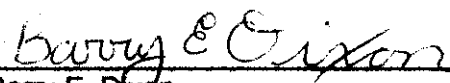
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ADOPTION OF BYLAWS

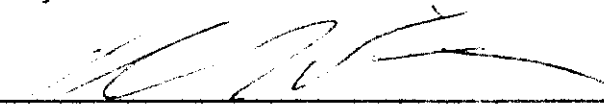
We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of thirteen preceding pages, as the Bylaws of this corporation.

Dated: November 9, 2001

Charles E. Dixon III, Incorporator



Barry E. Dixon



Oliver L. Dixon



Charles E. Dixon III