

Prepared by:  
Michael J. McCabe, Esq.  
McCabe Law Group, P.A.  
111 Solana Road, Suite B  
Ponte Vedra Beach, Florida 32082

**CERTIFICATE OF AMENDMENT  
AS TO THE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND  
LIMITATIONS FOR CORMORANT LANDING**

COMES NOW the undersigned President of THE CORMORANT LANDING OWNERS ASSOCIATION, INC. ("Association") and hereby certifies the following:

1. That the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING is recorded in Official Records Book 6144, Page 1463, et seq., of the current Public Records of Duval County, Florida (together with any amendments made thereto, the "Declaration").
2. That the Declaration was subsequently amended by that certain AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 6227, Page 280, of the current public records of Duval County, Florida;
3. That the Declaration was subsequently amended by that certain SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 5583, Page 0227, of the current public records of Duval County, Florida;
4. That the Declaration was subsequently amended by that certain THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 6770, Page 1647, of the current public records of Duval County, Florida;
5. That the Declaration was subsequently amended by that certain FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 6793, Page 2121, of the current public records of Duval County, Florida;
6. That the Declaration was subsequently amended by that certain FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 6967, Page 0255, of the current public records of Duval County, Florida;
7. That the Declaration was subsequently amended by that certain SIXTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 7113, Page 211, of the current public records of Duval County, Florida;
8. That the Declaration was subsequently amended by that certain SEVENTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 8071, Page 822, of the current public records of Duval County, Florida;
9. That the Declaration was subsequently amended by that certain EIGHTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND

LIMITATIONS FOR CORMORANT LANDING recorded in Official Records Book 10492, Page 1417, of the current public records of Duval County, Florida;

10. That the Association wished to Amend and Restate the Declaration, Bylaws, and Articles of Incorporation.

11. That attached is a true and correct copy of the AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR CORMORANT LANDING, along with the AMENDED AND RESTATED BYLAWS OF THE CORMORANT LANDING OWNERS ASSOCIATION, INC., and the AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE CORMORANT LANDING OWNERS ASSOCIATION, INC., ("Amendment").

12. That the Amendment was duly adopted in accordance with the terms of the Declaration, the Bylaws and Articles of Incorporation at a dully called meeting of the Members of The Cormorant Landing Owners Association, Inc.

IN WITNESS WHEREOF, THE CORMORANT LANDING OWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 18<sup>th</sup> day of December, 2015.

THE CORMORANT LANDING OWNERS ASSOCIATION, INC.

ATTEST:

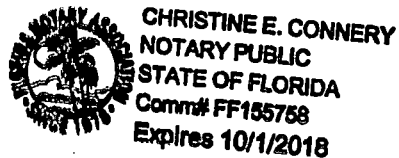
By: [Signature]  
ROBERT L. BOOTH  
Its Secretary

By: [Signature]  
KEN BACON  
Its President

STATE OF FLORIDA )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2015, by KEN BACON, the President of THE CORMORANT LANDING OWNERS ASSOCIATION INC., a Florida not-for-profit corporation. He either  is personally known to me or [ ] has produced \_\_\_\_\_ state driver's license as identification.

[Signature]  
Printed Name: Christine E. Connery  
Notary Public, State of Florida [NOTARY SEAL]



Prepared by:  
McCabe Law Group, P.A.  
Michael J. McCabe, Esq.  
111. Solana Road, Suite B  
Ponte Vedra Beach, Florida 32082

**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND LIMITATIONS  
FOR CORMORANT LANDING**

THIS AMENDED AND RESTATED DECLARATION, made this 18<sup>th</sup> day of December 2015, by The Cormorant Landing Owners Association, Inc., a Florida not-for-profit corporation. This Amended and Restated Declaration is adopted pursuant to the provisions of Article X, Section 8(c) of the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing, originally recorded in Official Records Book 6144, Page 1463 in the Public records of Duval County, Florida.

**RECITALS**

A. This Amended and Restated Declaration is meant to encumber certain real property located in Duval County, Florida, and more particularly described in Exhibit A attached hereto and made a part hereof.

B. The Cormorant Landing Owners Association, Inc. (the "Association") desires to provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, the Association desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Declarant created a not-for-profit association to own, operate, maintain and administer all of the common properties in Cormorant Landing. The Association shall have the power and duty, with respect to the properties owned by the association, to administer and enforce the easements, covenants, conditions, restrictions and limitations hereinafter set forth, to maintain and administer the Common Areas, as hereinafter defined, and to collect and disburse the assessments hereinafter created. The Association is governed by Chapter 720, Florida Statutes, as amended from time to time.

**DECLARATION**

NOW, THEREFORE, the Association hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and

which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**  
**DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "ADB" shall mean and refer to the Architectural and Landscape Design Board, as provided in Article VII hereof, which shall consist of at least five (5) members who shall be appointed by the Board of Directors.

(b) "Association" shall mean and refer to The Cormorant Landing Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Owners Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws" respectively. The Association shall own the Common Areas and shall be responsible for the operation and maintenance thereof.

(c) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(d) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Charges" shall mean and include all General and Special Assessments & Parcel Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of the Owners. The Common Areas shall include, without limitation, Common Roads, parking lots, walkways, street lighting, signage, entry fence, sprinkler system, lagoons, lakes, ponds and watercourses, access, utility and drainage easements, guardhouse, gatehouse, tennis courts and related facilities.

(g) "Declarant" shall mean and refer to D.W. Hutson Construction, Inc., a Florida corporation, or to any successor or assign of all or substantially all of its interest in the development of the Property. The Declarant may also be an Owner, for so long as the Declarant shall be record owner of any Parcel defined herein.

(h) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Limitations applicable to the Property.

(i) "Family" means one or more persons occupying a single dwelling unit; provided, that, unless all members are related by law, blood, adoption or marriage, no family shall contain over five persons. The term family shall not be construed to mean a fraternity, sorority, club, monastery or convent, rooming or boardinghouse, emergency shelter,

emergency shelter home, group care home, residential treatment facility, recovery home or nursing home, foster care home or family care home.

(j) "Florida Friendly Landscaping" means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of storm water runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost, minimizing the use of irrigation, and proper maintenance.

(k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments," and elsewhere in this Declaration.

(l) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Parcel.

(m) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels or Common Roads that adjoin the Property by reason of a privacy wall.

(n) "Living Space" shall mean and refer to any heated and air conditioned single family residential dwelling.

(o) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and/or the Association Articles of Incorporation and Bylaws.

(p) "Mortgage" shall mean any bona fide first mortgage encumbering a Parcel as security for the performance of an obligation.

(q) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Parcel, the Owner of such Parcel shall be the purchaser under said contract and not the fee simple title holder. A contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Parcel for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Parcel until all periodic payments are made, but is given the use and possession of the Parcel prior to such acquisition of title.

(s) "Parcel" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the

Property. Upon construction of a House, the term "Parcel" as used herein shall include the House and Yard.

(t) "Parcel 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 Parcel. For purposes of assessment, each Parcel shall constitute one developed platted lot. Any portion of any platted lot shall be assessed on a prorata parcel basis.

(u) "Property" shall mean and refer to that certain real property described in Exhibit A.

(v) "Protected Tree" shall mean and refer to a tree with a circumference at breast height of three (3) feet or more, and any tree with a smaller circumference that was planted by a developer as a tree conservation credit or that is planted by a developer to meet mitigation requirements. However, a protected tree shall not include (a) any species of pine, other than the Long Leaf Pine (*Pinus palustris*), (b) any species of palm, other than the Cabbage Palm (*Sabal palmetto*), or (c) any tree currently identified as an invasive species, terrestrial weed or noxious weed by the Florida Department of Environmental Protection or the St. Johns River Water Management District.

(w) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(x) "Utility System" shall mean and refer to the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities used in connection with sewage disposal, water supply, gas, electricity, telephone, television and all other related services.

(y) "Yard" shall mean and refer to any and all portions of any Parcel lying outside the exterior walls of any House constructed on such Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS**  
**DECLARATION AND ADDITIONS THERETO**

Section 1. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Duval County, Florida, which is more particularly described in Exhibit A hereto.

Section 2. Parcel Descriptions. No Parcel upon which a House has been constructed shall be further subdivided or separated into smaller parcels by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments.

**ARTICLE III**  
**OWNERSHIP AND MEMBERSHIP**

Section 1. Owners. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Association Members. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel except as provided for herein.

Section 3. Voting Rights.

Members shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for as long as, more than one Member holding an interest in that Parcel lawfully seeks to exercise it.

**ARTICLE IV**  
**OWNER'S RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the provisions of the Association's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance of the Common Area and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Area, and the personal conduct of the Members and their guests thereon.

(c) The right of the Association to assess fines, suspend the voting rights and the right to use of the Common Area of an Owner for any period which any fine or assessment against his Parcel remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Association Bylaws, or the Association Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Association may not deny an Owner's right of ingress and egress to his Parcel.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas, including, but not limited to the Common Roads, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by the Owners of seventy-five percent (75%) of the Parcels has been recorded.

(e) The right of the Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repairs to such property or facilities upon approval by seventy-five percent

(75%) of the Members at a regular meeting of the Association or at a special meeting called for this purpose.

(f) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area for the installation, maintenance and inspection of the Utility System and for drainage. The Association shall maintain all the natural and artificial lakes within the Property or part of the Property subject to this Declaration from the mean low water line. It is intended that the Association shall maintain all water surface areas. Access to the Association is granted hereby in the platted drainage easements. Each Parcel Owner whose lot fronts on any natural or artificial body of water shall maintain the rear yard of such lot to said mean low water line.

(g) The right of the Association to acquire, extend, terminate or abandon easements.

Section 2. Assignment of Rights to Tenant. Any Owner may assign his right of enjoyment to the Common Area and the facilities thereon to his tenant who resides on the Parcel, subject to the provisions of this Declaration, the Association Bylaws and the Association Rules and Regulations.

Section 3. Damage or Destruction of Common Areas By Owner. In the event any Common Area, facilities or personal property of the Association or of Declarant 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, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Parcel Assessment.

## **ARTICLE V**

### **OWNERS ASSOCIATION**

Section 1. Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Bylaws and Articles of Incorporation together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, order and repair, to otherwise maintain the Common Roads, all drainage ditches, drainage systems, and lakes and lagoons on the Property according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Members and the Property.

In addition to the foregoing, the responsibilities of the Association shall include the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District pursuant

to permit number 40-031-0042 and other applicable rules and regulations. The Association shall be solely responsible for the continual maintenance and cleaning pursuant to said permit.

Section 2. Maintenance of Unoccupied Parcels. It shall be the obligation of each Owner to maintain his Parcel in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Parcel, cut weeds, and do such other things as it may deem necessary and appropriate. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment.

Section 3. Maintenance of Parcels. Except as provided herein, the Association is not responsible for any exterior maintenance of Houses or Parcel, including but not limited to glass surfaces on doors, screens and screen doors, exterior door and window fixtures, terraces, patio and deck improvements, roofs or landscaping. The Owner of the Parcel is responsible for maintaining the Parcel and House whether or not the House is occupied. In the event an Owner fails to maintain his/her Parcel, the Association may, but is not obligated, to perform the necessary maintenance. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment.

Section 4. Other Maintenance.

(a) Owner's Responsibility. To the extent that maintenance is not provided by the Association, each Owner shall keep all parts of his Parcel in good order and repair and free of debris. If an Owner fails to maintain the exterior portions of his House and his Yard in a good and attractive manner, the Association, after written notice to the Owner and approval by a 2/3 vote of the Board of Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any such part of the House and Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Association may, in its discretion, enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Association on terms and conditions satisfactory to the Board of Directors. All costs therefore shall become a Parcel Assessment.

Section 5. Contracts.

(a) The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities as the Board of Directors may choose. The Association shall be billed by its independent contractors, and the costs therefore shall be included within the General Assessment or Parcel Assessment, as the case may be.

Section 6. Security. The Association shall establish security procedures with respect to the Property. Such procedures may be adopted and from time to time changed by the Association as the Board of Directors chooses in its discretion. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures for the Property will prevent personal injury or damage to or loss of property. Neither ~~Declarant nor~~ the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to property which may occur

within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligations for Assessments. All assessments and fines (referred to collectively in this Article as "Charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Parcel against which the Charges are made, and shall also be the personal obligation of the person or entity who was the Owner of such Parcel at the time when the Charges were levied, and of each subsequent Owner. Each Owner of a Parcel, 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 of any Charges shall be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, or their officers, agents and employees or the non-use by an Owner of any or all of the Common Areas, the obligation to pay such Charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Parcel is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and furnishing of services as set forth in this Declaration. As further described in this Article, the Board of Directors by majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The 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 Board of Directors shall set the date or dates that assessments shall become due, and may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special Assessment.

(a) By Meeting. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years 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 any such assessment shall have the assent of 2/3 of the votes of all Members voting in person or by proxy at a regular meeting or special meeting called for that purpose.

(b) Emergency Assessment. In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the 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 shall be due and payable at the time and in the manner specified by the Board of Directors.

(c) Reserve Fund Assessment on Resale. Upon resale of any parcel to a new owner, the new owner shall pay the Association at closing a contribution to the Association's reserve fund an amount equal to 25% of the current annual homeowners dues.

Section 4. Parcel Assessments. In addition to the assessments authorized above, the Association, may levy in any assessment year a Parcel Assessment against a particular Parcel 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 Parcel, or any other maintenance or special services provided to such Parcel or its Owner, the cost of which is not included in the General Assessment.

Section 5. Commencement of Annual Assessments.

(a) Date of Commencement. Annual General Assessment provided for herein shall commence on the day of conveyance of the ~~first~~ Parcel to an Owner. The initial assessment on any Parcel subject to assessment shall be collected at the time title to such Parcel is conveyed to the Owner. 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 Parcel prorated to the date of closing based upon a 30-day month.

Section 6. Effect of Nonpayment of Assessment: Remedies of the Association

(a) Late Fees, Interest. 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 Board of Directors and may, upon resolution of the Directors, bear interest at a lawful percentage rate determined by the Directors.

(b) Lien. All Charges against any Parcel pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Parcel, or both. Costs and reasonable attorney's fees incurred in any such action may 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 Parcel foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Owner's Obligations. Each Owner, by acquisition of an interest in a Parcel, 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 escape liability for the Charges provided for herein by abandonment of his Parcel.

(d) Subordination of the Lien to Mortgages. The lien of the Charges provided for herein shall be inferior and subordinate to the lien of a mortgage held by a Mortgagee now placed upon any Parcel subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Parcel shall not affect the Charges lien.; however, the sale or transfer of any Parcel pursuant to foreclosure of such Mortgage resulting in a First Mortgagee acquiring title to the parcel, may extinguish the lien of such Charges as to payments which became due prior to such sale or transfer. A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made. A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

Section 7. Certificate of Payment. 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 paid.

Section 8. Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Preparation and Approval of Annual Budget. On or before December 1, the Board of Directors shall adopt a budget for the coming 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 budgets shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. On or before December 20 preceding the fiscal year to which the budget applies, the Board 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 Member. The budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose.

(c) Reserves. The Board shall build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessment as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be

expended for any other purpose unless approved by a majority of the Members of the Association or, in the event of an emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied in accordance with the provisions of Section 3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(d) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board 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.

(e) Accounts. Except as otherwise provided herein, all sums collected by the Association with respect to assessments against the Owners may be commingled in a single fund.

Section 9. Exempt Property. The following properties 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; (b) all Common Areas; (c) all properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence.

Section 10. Real Estate Taxes. In the event the Common Areas and facilities owned by the Association are taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

Section 1. Purpose. In order to preserve the natural beauty and aesthetic design of the development, to promote the value of the development, the Property is hereby made subject to the following restrictions in this Article VII and every Parcel Owner agrees to be bound hereby.

Section 2. Architectural and Landscape Design Board. The Board of Directors shall establish the Architectural and Landscape Design Board ("ADB"), which shall consist of at least five (5) members, only one of which may be a member. Each ADB Member shall be appointed for a two (2) year term commencing with the fiscal year of the Association and may be removed with or without cause by the Board at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member. Term limits are two (2) consecutive two (2) year terms. Members may serve

additional terms after a hiatus of one (1) two (2) year term. The ADB shall meet at least quarterly at such places as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ADB on any matter before it. The ADB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ADB in performing its functions as set forth herein.

Section 3. Construction and Landscaping Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Parcel unless and until a plan of such construction or alteration shall have been approved in writing by the ADB. Modifications subject to ADB approval specifically include, but are not limited to, painting or other alteration of a house (including, but not limited to doors, windows and roofs); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of gazebos, cabanas, awnings, shutters, gates, shelves, statues, or other outdoor ornamentation; Florida Friendly Landscape Plans/Schemes; any alteration of the landscaping or topography of the Parcel, without limitation any cutting-or removal of Protected Trees; planting or removal of plants; creation or alteration of lakes, bulkheads, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from Common Areas or other Parcels.

Section 4. Architectural and Landscaping Review Procedures.

(a) Design and Construction Standards and Uniform Procedures. The ADB shall establish designs and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. These standards and procedures shall be published in the Architectural and Landscape Design Board (ADB) Policies Manual. It shall be the responsibility of each Owner to obtain a copy of this manual prior to commencement of the design process of the House or other improvements and to deliver a copy thereof to the Owner's building architect and landscape designer.

(b) Application. The plans to be submitted to the ADB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping; (ii) an elevation or rendering of all proposed improvements; (iii) a survey showing the location of Protected Trees and other significant vegetation of such Parcel showing the nature, color, type, shape, height, materials, and location of the same; and (iv) such other items as the ADB may deem appropriate. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ADB, and the other copy shall be returned to the Owner marked "approved" or "disapproved".

(c) Basis for Decision. Approval shall be granted or denied by the ADB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ADB's design and construction standards in effect from time to time, the effect of the improvements on the

appearance from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ADB, will affect the desirability or suitability of the construction. The ADB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ADB shall have the right to establish a maximum percentage of a Parcel which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ADB, representatives of the ADB shall have the right during reasonable hours to enter upon and inspect any Parcel and House, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ADB shall determine that such plans and specifications have not been approved or are not being complied with, the ADB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Notification. Approval or disapproval of applications shall be given to the applicant in writing by the ADB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within thirty (30) days after a complete submittal has been made to the ADB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration, and the ADB's design and construction standards, local building codes, and requirements of all agencies having jurisdiction.

(e) Construction. After approval by the ADB, the proposed improvements must be substantially commenced within six months, or approval must once again be obtained from the ADB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House or home addition, and the accompanying landscaping, shall be completed within six (6) months from commencement unless the ADB allows an extension of time. Owners shall submit for and secure applicable permits from all government agencies having jurisdiction before work can commence.

(f) Fee. The ADB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architect, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee established for such review shall be contained in the Architectural and Landscape Design Board (ADB) Policies Manual. The ADB or Board of Directors shall have the right to increase this amount from time to time.

Section 5. Appeal. Any Owner may appeal an adverse decision of the ADB to the Board of Directors who may reverse or modify the decision of the ADB by a majority vote of the Directors.

**Section 6. Approval Not a Guarantee.** No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvements built in accordance therewith will be built in accordance with applicable building code or other governmental requirements or in a good and workmanlike manner. Neither the Association, nor the ADB shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

## **ARTICLE VIII** **USE OF PROPERTY**

**Section 1. Protective Covenants.** In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Association Rules and Regulations:

(a) **Limitations.** Nothing shall be erected, constructed, planted or otherwise placed on a Parcel in such a position so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvements shall interfere with those easements or other rights set forth in this Declaration.

(b) **Building Restrictions.** No House or other structure shall be constructed on a Lot which has a height exceeding thirty five (35) feet above the elevation of the finished surface of the first floor of such Dwelling. All single-family detached Houses constructed on Parcels shall have a minimum of twenty two hundred (2,200) square feet of Living Space, if a single story, and in the case of a two story House, a minimum square footage of thirteen hundred (1,300) square feet on the ground floor.

Each single family detached House shall be located on the Lot in the following manner:

- i. not nearer than thirty (30) feet from the front Lot line;
- and
- ii. not nearer than twenty (20) feet from the rear Lot line;
- and
- iii. not nearer than seven and one-half (7-1/2) feet from the side Lot lines, but in no event shall any structure be closer than twenty (20) feet to any structure on an adjoining Parcel.

Each single family detached House shall be designed in such a way that the garage doors do not face the street in front of the House.

(c) **Service Yards.** All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall consist of either fencing or landscaping and planting

which is approved by the ADB in accordance with the terms of this Article and the Architectural and Landscape Design Board (ADB) Policies Manual.

(d) Residential Use, Leases. Each Parcel not owned by Declarant shall be used, improved and devoted exclusively to residential use by one Family. No use of Parcels which would require any occupational license shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing his Parcel for a term of not less than twelve (12) months, subject to the provisions of the Bylaws, Association Rules and Regulations and this Declaration as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Bylaws, Association Rules and Regulations or this Declaration.

(e) Nuisances. No nuisance shall be permitted to exist or operate on any Parcel or Common Area so as to be detrimental to any other parcel in the vicinity thereof, or to its occupants, or to the Common Areas.

(f) Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(g) Insurance. Nothing shall be done or kept on any Parcel or in the Common Areas which will increase the rate of insurance for the Property or any other Parcel, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Parcel or in the Common Areas which will result in the cancellation of insurance on the Property or any other Parcel, or the contents thereof, or which would be in violation of any law.

(h) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Parcel for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards, or in case of emergency, or to determine compliance with this Declaration.

(i) Pets. Pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner on his Parcel but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times that they are in the Common Areas and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. Disposal of pet waste in storm sewer drains is prohibited. No pets shall be allowed in any of the recreational areas. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The Association further reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(j) Signs. Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Parcel, House, Common Area or Yard or from any window, unless express written approval of the size, shape, content and location has been obtained from the Board of Directors, which may

be withheld in their discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas. Declarant shall design, initially, acceptable signage for use within the Property. There shall be no signage concerning the leasing of any of the Property subject hereto allowed. Any request for signage must go through approval of the ADB.

(k) Unlicensed vehicles. Unlicensed vehicles shall not be allowed on the Common Roads or anywhere within the Property except as approved by the Board of Directors in their discretion.

(l) Visibility at Street Intersection. No obstruction to visibility at street intersections shall be permitted. The ADB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Parcels.

(m) Clotheslines. The installation of clotheslines are subject to ADB approval.

(n) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the Association Rules and Regulations. No garbage, recycling or yard trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(o) Antennas, Other Devices. No exterior radio or television antenna or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Parcel without prior approval of the ADB.

(p) Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Parcels. No window air-conditioning units shall be installed in any House.

(q) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, or other outbuilding shall be permitted on any Parcel at any time, other than:

(i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the ADB.

(ii) Tents or other temporary structures for use during social functions for no more than 72 hours.

(r) Water Supply and Sewerage. No septic tanks or individual wells shall be permitted on any Parcel within the Property other than wells for irrigation, heat transfer systems of heating and air conditioning units, to the extent such wells are permitted by law and the ADB. No Owner shall obstruct or make any modification or alteration of any irrigation system without the prior approval of the ADB, nor shall any Owner draw water from or deposit water into any lake or other body of surface water on the Property for any reason.

(s) Fuel Storage Tanks. No visible fuel or gas storage tanks may be affixed on any Parcel. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Parcel if specifically approved by the ADB.

(t) Soliciting. No soliciting will be allowed at any time within the Property.

(u) Maintenance. The portions of the House visible from other Parcels and the Common Areas, and all Yards and entrances must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Board of Directors, in its sole discretion, may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article V, Section 4 hereof.

Each Owner shall be responsible for the maintenance of the lawn, landscaping, and exterior of all buildings and structures on the Parcel, which includes maintaining the exterior of the improvements painted and in good repair. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Parcel, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Parcel. All Parcels and any improvements shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and edging, all in a manner with such frequency as is consistent with good property management.

(v) Trees. Protected Trees, as herein defined, shall not be cut or removed without approval of the ADB.

(w) Mailboxes. All mailboxes shall be of fixed permanent construction to match residence (brick, mortar or stucco) and shall conform to U. S. Postal Service regulations as to size, height, location, and are subject to ADB review and approval prior to installation.

(z) Watercraft. No watercraft may be used on any body of water on the Property without the prior approval of the Board of Directors.

(aa) Shoreline Improvements. No docks appurtenant to any Parcel shall be permitted. Bulkheads or other shoreline improvements may be built with the approval of the ADB.

(bb) Fences and Walls. No chain link fences or other metal fences of any kind shall be permitted. No fences or walls shall be erected without approval by the ADB. No fences bordering any of the natural or artificial lakes shall be permitted.

(cc) Motor Vehicles, Trailers, Boats, Etc. Each Owner shall provide for parking of vehicles off streets and roads within the Property prior to occupancy of the Houses owned or maintained by such Owner. Subject to the terms of this Section, there shall be no outside storage or parking upon any Parcel or portion of the Common Areas of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup-trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Parcel or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency

repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Vehicles may not be parked in driveway so as to block visibility of street from adjacent driveways. Vehicles may not block sidewalks. No inoperable vehicles may be parked in driveway or maintained on any portion of the Parcel unless enclosed in a garage. Vehicles parked in the driveway cannot be stored under car covers/tarps, carports, or temporary storage shelters. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable uniform fines for willful and repeated violations.

(dd) Street Parking of Vehicles. Parking of vehicles is permitted in garage and driveway only. Parking in the street on a temporary basis may be permitted, but parking in the street overnight is prohibited. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable uniform fines for willful and repeated violations.

(ee) Delivery and Construction Hours. No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials shall be permitted between the hours of 7:30 P.M. and 6:00 A.M. of the following day. Any exceptions must be approved in advance in writing by the Board or the ADB.

Section 2. Amendments and Modifications. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels and Common Areas, and any facilities or services made available to the Owners. A copy of all such rules and regulations adopted from time to time as herein provided shall be posted in a conspicuous place on the Property or furnished to each Owner, or kept at the Association offices.

Section 3. Compliance.

(a) Owner's Responsibility. It shall be the responsibility of each Owner to conform and abide by the Rules and Regulations in regard to the use of the Parcels and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the ADB, and to see that his family members, guests, invitees, tenants, employees, agents and contractors do likewise. Every person who is an Owner does, by reason of taking title to land located within the Property, agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

(b) Violations. Upon violation of any of the Rules or Regulations adopted as herein provided, or upon violations of any of the provisions of this Declaration by an Owner, or his family members, invitees, tenants, or guests, the Association may levy fines against the Owner and his Parcel as determined by the Board of Directors, suspend the use and privileges of the owner, his guests, invitees, and tenants, or suspend the voting rights of the Member. To enforce the Rules and Regulations or provisions of this Declaration, the Association, or any Owner, may bring an action for specific performance, declaratory decree,

injunction, damages, or any combination thereof. The remedies are not mutually exclusive. The prevailing party may recover costs and attorney's fees in such suit.

Section 4. Personal Services. Employees, agents, and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, it assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner

## **ARTICLE IX**

### **UTILITY EASEMENTS AND OTHER EASEMENTS**

Section 1. Utility Easements. The Association hereby reserves for itself, and its designees a five (5) foot easement for the benefit of the Property upon, across, over, through, under, along and parallel to each Lot boundary line, for ingress, egress, installation, replacement, repair and maintenance of the Utility System, for drainage, for police powers and for services supplied the Association. By virtue of this easement it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Parcels. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Association's Easement to Correct Drainage. The Association reserves for itself and its designees a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up pavement, or to take any other similar action reasonably necessary, following which the Association, as applicable, shall restore the affected Property to its original condition as nearly as practicable. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Association and shall not be construed to obligate the Association to take any affirmative action in connection therewith.

Section 3. Encroachment. To the extent that any improvements constructed by Declarant on or in any Parcel encroaches on any other Parcel or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment and the maintenance thereof shall exist.

Section 4. Utility Provisions. Mandarin Utilities,-Inc.-or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts

to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Mandarin Utilities, Inc. or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by Mandarin Utilities, Inc. or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system, Mandarin Utilities, Inc. or its successors or assigns has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat(s) of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

**Section 5. Maintenance.** There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area and in accordance with this Declaration, the Association Articles of Incorporation, Bylaws, and Rules and Regulations.

**Section 6. Adjoining Parcels.** Each Owner of a Parcel hereby grants to the Owner of each adjoining Parcel such easement over the portion of his Parcel lying outside the exterior wall of his House as may be reasonably necessary to maintain the adjoining Parcel. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Parcel and the improvements thereon

## **ARTICLE X GENERAL PROVISIONS**

**Section 1. Duration.** The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration was originally recorded in the Public Records of Duval County, Florida, unless preserved in accordance with Chapters 712 and 720, Florida Statutes, or an instrument signed by the then Owners holding 75% of the total voting power in the Association is recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this Section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**Section 2. Condemnation.** In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property. The Owners may, by a vote of 80% of the total voting power hereunder, agree to distribute the proceeds from any condemnation or taking by eminent

domain, but if the Owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing.

Section 4. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the Provisions of this Declaration may be enforced by any Owner or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to enjoin, restrain or to recover damages, or any combination thereof, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

In addition to the foregoing and any other provisions of this Declaration or any amendment thereto pertaining to enforcement, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and any amendment thereto which relate to the maintenance, operation and repair of the stormwater management system.

Section 5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 7. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Amendment.

(a) This Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Members. An amendment so adopted shall be effective upon the recordation in the public records of Duval County, Florida, of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

(b) Notwithstanding the foregoing and any other provisions of this Declaration or any amendment thereto relating to amendment, any amendment to the Declaration which alter the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 9. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such

provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Parcels, Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on eighty percent (80%) or more of the Parcels encumbered by Mortgages. Any such consent requested by Declarant of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld, This Section shall not apply or be construed as a limitation upon those rights of Declarant, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 10. Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 11. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 12. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, but substantive and remedial.

IN WITNESS WHEREOF, The Cormorant Landing Owners Association has caused this instrument to be executed in its name by its President, attested by its Secretary, the day and year first above written.

*[INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE]*

Signed and sealed and delivered in the presence of:

Christine E. Connery  
Notary Public

THE CORMORANT LANDING OWNERS ASSOCIATION, INC.

A Florida Not-for-Profit Corporation

Ken Bacon

As its President

Attest: Robert J. Smith

As its Secretary

(Corporate Seal)

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December 2015, by Ken Bacon and Robert J. Smith, as President and Secretary, respectively of The Cormorant Landing Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Christine E. Connery  
Christine E. Connery  
Notary Public



CHRISTINE E. CONNERY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF155758  
Expires 10/1/2018

Vol 6144 pg 1483  
OFFICIAL RECORDS

EXHIBIT "A"

A PORTION OF GOVERNMENT LOT 6, 9 AND 10, SECTION 17, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 9; THENCE NORTH 01° 04' 21" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF O'CONNOR ROAD (A 60.0 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE EASTERLY LINE OF THE WILDERNESS AS RECORDED IN PLAT BOOK 36, PAGES 77 THROUGH 77B OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 1110.98 FEET; THENCE NORTH 89° 13' 26" EAST ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5520, PAGE 1502 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 235.34 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 01° 05' 06" WEST ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5520, PAGE 1502, 351.28 FEET; THENCE NORTH 89° 19' 56" EAST, 234.15 FEET; THENCE NORTH 00° 40' 04" WEST, 143.46 FEET; THENCE SOUTH 88° 54' 54" WEST, 170.19 FEET; THENCE NORTH 01° 05' 06" WEST, 494.54 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MARBON ROAD (A 60.0 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89° 20' 11" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 375.54 FEET; THENCE SOUTH 01° 05' 57" EAST ALONG THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4768, PAGE 749 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 636.74 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89° 19' 56" EAST ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4768, PAGE 749 AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 4605, PAGE 360 AND OFFICIAL RECORDS VOLUME 3731, PAGE 1123 AND OFFICIAL RECORDS VOLUME 4632, PAGE 809 AND OFFICIAL RECORDS VOLUME 4721, PAGE 1150 ALL OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 644.48 FEET; THENCE SOUTH 01° 23' 17" EAST, 656.26 FEET; THENCE NORTH 89° 12' 22" EAST, 1329.46 FEET; THENCE SOUTH 01° 40' 41" EAST, 1356.48 FEET; THENCE SOUTH 89° 08' 15" WEST, 573.68 FEET TO THE NORTHERLY LINE OF THE JOSEPH HOGAN GRANT, SECTION 45, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 75° 45' 29" WEST ALONG LAST SAID LINE, 2169.16 FEET TO THE POINT OF BEGINNING.

A PORTION OF THE ABOVE DESCRIBED LANDS HAVE SINCE BEEN PLATTED INTO CORMORANT LANDING UNIT 1, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGES 96 and 96A OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

86 JUN 12 P 4: 43  
86-57645

RECORDED  
DUVAL COUNTY, FLA.  
CLERK OF DISTRICT COURT

**AMENDED AND RESTATED BYLAWS  
OF  
THE CORMORANT LANDING OWNERS ASSOCIATION, INC.**

**ARTICLE I  
GENERAL**

The name of the corporation is THE CORMORANT LANDING OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 463499 State Road 200, Yulee, FL 32097; but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions of all terms contained herein shall be the same as the definitions set forth in Article I of the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing (the "Declaration") as recorded in the public records of Duval County, Florida, and as may be amended from time to time.

**ARTICLE III  
MEETING OF MEMBERS**

**Section 1. Annual Members Meeting.** The association shall hold a meeting of its members annually, on such date, place, and hour, as shall be fixed by the Board, for the transaction of any and all proper business. The election of Directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of 10% of the Members who are entitled to vote. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

**Section 3. Notice of Meetings.** Except as otherwise provided in the Declaration or these Bylaws, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, hand delivered, or electronically transmit, at least fourteen (14) days before such meeting to each Member entitled to vote at the meeting, addressed to, or hand-delivered to, the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting.

Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, place and purpose thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

**Section 4. Voting Rights.** The voting rights of each parcel owner and provisions for the suspension thereof shall be as set forth in the Articles of Incorporation and the Declaration.

**Section 5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the presiding officer shall adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented. Directors shall be deemed present at a meeting of the Board if a conference telephone or similar communications equipment by which all persons participating in the meeting can simultaneously hear and speak to each other is used.

**Section 6. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time for such meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Parcel. General proxies may not be used for election of Directors. The proxy holder in an election of Directors does not have the authority to vote in any way other than as is indicated on the limited proxy.

**Section 7. Written Consent and Joinder.** In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

**Section 1. Governing Body; Composition.** The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors must be Owners and reside in Cormorant Landing; provided, however, no person and his or her spouse may serve on the Board or any Board appointed Committee at the same time.

**Section 2. Number.** The Board shall consist of seven (7) members.

**Section 3. Term of Office.** Directors shall be elected for three (3) year terms, maintaining staggered terms. Each Director will hold office for the term for which elected and until a successor has been selected and qualified.

For the purpose of implementing staggered terms, if not otherwise in use, all directors shall be initially elected at the first annual meeting of this Association after the adoption of these amended Bylaws; whereupon, the terms of two (2) directors shall expire at the annual meeting of the first year following, the term of two (2) directors shall expire at the annual meeting of the second year following, and the term of three (3) directors shall expire at the annual meeting of the third year following. For the purpose of implementing this provision, at the first annual meeting following the adoption of these amended bylaws, the candidates receiving the highest number of votes shall be elected to serve the longest terms.

No Director may serve in that capacity for a period of more than two (2) consecutive terms, or six (6) consecutive years, whichever is greater. After serving for six (6) consecutive years, a director must sit out for two (2) years (or two consecutive (2) regular annual elections) prior to being eligible to serve on the board.

**Section 4. Removal.** Any Director may be removed from the Board, with or without cause, by a vote of twenty percent 20% of the eligible Members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the Members

**Section 5. Compensation.** No Officer, Director or Manager shall receive compensation for any service he/she may render to the Association. However, they may be reimbursed for actual expenses incurred in the performance of duties with prior approval of the Board of Directors.

**Section 6. Nomination.** At least 40 days before the scheduled election, an eligible person desiring to be a candidate for the board (even if currently serving on the Board) must give written notice to the Association of his or her intent to serve. At least 60 days before the scheduled election, the Association shall mail, deliver, or transmit to each owner entitled to a vote, a FIRST notice of the date of the election seeking nominations. Individuals may self-nominate in response to that notice. Nominations may also be made from the floor at the annual meeting.

**Section 7. Election.** The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting. Members may vote in person at a meeting or by ballot that the Member personally cast prior to such meeting. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Elections shall be decided by a plurality of votes cast. Cumulative voting is not permitted. There is no quorum requirement for elections, provided at least twenty percent (20%) of eligible voters must cast a ballot in order to have a valid election. Proxies may be counted towards achieving quorum. Secret ballot voting by members who are not in attendance at the annual meeting is permitted. Such ballots can be mailed to the association, dropped off at the property management office, or hand-delivered at the Annual Meeting. Such ballots must be placed in an inner envelope with no identifying markings and mailed or delivered to the association in an outer envelope bearing identifying information reflecting the name of the

member, the lot or parcel for which the vote is being cast, and the signature of the lot or parcel owner casting the ballot. If the eligibility of the member to vote is confirmed and no other ballot has been submitted for that lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a lot or parcel, the ballots for that lot or parcel shall be disqualified. Any vote by-ballot received after the closing of the balloting may not be considered. If two or more candidates for the same position receive the same number of votes, which would result in one or more candidates not serving or serving a lesser period of time, the association shall, conduct a runoff election. Within 7 days of the date of the election at which the tie vote occurred, the board shall mail or personally deliver to the voters, a notice of a runoff election. The only candidates eligible for the runoff election to the board position are the runoff candidates who received the tie vote at the previous election. The notice shall inform the voters of the date scheduled for the runoff election to occur, shall include a ballot, and shall include copies of any candidate information sheets previously submitted by those candidates to the association. The runoff election must be held not less than 21 days, nor more than 30 days, after the date of the election at which the tie vote occurred.

#### **Section 8. Election Milestone Dates**

a) At least 60 days before the scheduled election, the Association shall mail, deliver, or electronically transmit, by separate association mailing, or included in another association mailing, delivery, or transmission, to each member entitled to vote a FIRST notice of date of the election. It announces the date, time and place of the election. The notice shall also inform the member of the deadlines to submit their written intent to be a candidate and to submit a candidate information sheet for inclusion with the second notice, if the member so chooses. The notice shall also provide the address to which the member can mail or hand deliver their information sheet.

b) At least 40 days before the election, a member desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the Association.

c) At least 35 days before the election, a candidate desiring to include an information sheet to be included with the ballot, must submit to the Association an information sheet, no larger than 8 ½ inches by 11 inches.

d) At least 14 days before the election, the Association shall mail, hand deliver, or electronically transmit to each member a SECOND meeting notice for the election. The second notice package shall include the written notice and meeting agenda, the ballot, limited proxy form(s), if any, and candidate information sheets, if any. Along with the second written notice, the Association shall provide a ballot envelope and outer envelope with space to include identifying information reflecting the name of the member, the lot or parcel for which the vote is being cast, and the signature of the lot or parcel owner casting the ballot.

**ARTICLE V**  
**MEETINGS OF DIRECTORS**

**Section 1. Organization Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. \_

**Section 2. Regular Meetings.** Regular meetings of the Board of Directors shall be held on such date and at such place and hour as may be fixed from time to time by resolution of the Board. If 20 percent (20%) of the voting interests petition the board to address an item of business, the board at its next regularly scheduled board meeting or special meeting of the board, but not later than 60 days after the receipt of the petition, shall take the petitioned item up on an agenda.

**Section 3. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors, after no less than two (2) days notice to each Director, unless such notice is waived by all Directors. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a Person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by e-mail. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or e-mail shall be given at least forty eight (48) hours before the time set for the meeting.

**Section 4. Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

**Section 5. Action Taken Without a Meeting.** The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

**Section 6. Open Meetings.** All meetings of the board must be open to all members. The right to attend such meetings includes the right to speak with reference to all designated items. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of member statements, and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, meetings between the board or a committee and the association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not required to be open to the members other than directors.

**Section 7. Executive Session.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature or meetings between the association's attorney and the board to discuss proposed or pending litigation. The nature of any and all business to be considered in executive session shall first be announced in open session.

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

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt, publish and amend the Rules and Regulations governing the use of the Common Areas and the personal conduct of the Members and their family, tenants, guests, and invitees thereon, and to establish fines and penalties for the infraction thereof and of the provisions of the Declaration;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of, these Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the seat of a Director elected by the Members to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(d) employ a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe their duties;

(e) prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(f) make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment;

(g) provide for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(h) designate, hire, and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(i) collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

(j) open bank accounts on behalf of the Association and designate the signatories required;

(k) enforce by legal means the provisions of the Declaration, these Bylaws, and the Rules and Regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association. Before commencing litigation against any party in the name of the association involving amounts in controversy in excess of \$100,000, the association must obtain the affirmative approval of a majority of the eligible voters at a meeting of the membership at which a quorum has been obtained;

(l) obtain and carry insurance against casualties and liabilities, as provided in the Declaration, and pay the premium cost thereof;

(m) pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(n) keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred;

(o) contract with any Person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements with trusts, condominiums, or other associations. Any and all function of the Association shall be fully transferable by the Board, in whole or in part, to any other entity;

(p) borrow money for the purpose of repair or restoration of the Common Area and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars (\$10,000.00) outstanding debt at any one time.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by twenty percent (20%) of the Members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

**Section 3. Budget and Assessments.** The Board of Directors shall adopt an annual budget for the Association at least thirty (30) days in advance of each new fiscal year; and fix the amount of the annual assessments against each Parcel at least ten (10) days in advance of the new fiscal year;

At any time that the Board of Directors deems it necessary, the Board of Directors shall have the right and power, during any fiscal year to adopt and levy an increase to such Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall send written notice of each assessment to every Owner subject thereto.

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a President and Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from the members of the Board of Directors.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting

of the Board of Directors following each annual meeting of the Members.

Within 90 days after being elected or appointed to the board, each director shall certify in writing to the secretary of the association that he or she has read the association's declaration of covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association members. Within 90 days after being elected or appointed to the board, in lieu of such written certification, the newly elected or appointed director may submit a certificate of having completed satisfactorily the education curriculum administered by a division-approved education provider within 1 year before or 90 days after the date of election or appointment.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.

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

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

**President**

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments on behalf of the Association and shall co-sign all promissory notes.

**Vice President**

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

**Secretary**

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

**Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all promissory notes of the Association; keep books of proper account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year.

**ARTICLE VIII  
COMMITTEES**

The Board of Directors shall appoint an Architectural and Landscape Design Board as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member or a Mortgagee of a Parcel. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The official records shall be maintained for at least 7 years and be made available for inspection or photocopying within 45 miles of the community or within Duval County.

**ARTICLE X  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association certain assessments which are secured by a continuing lien upon the Parcel against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date it shall be subject to such late fee as determined by the Board of Directors from time to time. In addition, the delinquent assessment shall bear interest from the date of delinquency at a lawful rate of interest prescribed

by the Board of Directors. The Association may bring an action at law, in equity, or both, against the Owner personally obligated to pay the same and/or foreclose the lien against the Parcel as more particularly set forth in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Parcel.

**ARTICLE XI  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words, "The Cormorant Landing Owners Association, Inc., a not-for-profit corporation."

**ARTICLE XII  
AMENDMENTS**

**Section 1.** These Bylaws may be amended by Members at a regular or special meeting by a majority vote of the Members present in person or by proxy.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIII  
FIDELITY BONDS**

**Section 1.** The Association is required to maintain insurance or a fidelity bond for all persons who control or disburse funds of the association in an amount to cover the maximum funds that will be in custody of the association or its management agent at any one time. The term "persons who control or disburse funds of the association" includes, but is not limited to, persons authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bonds. The Association shall bear the cost of any insurance or bond as a common expense. The requirement for such insurance policy or fidelity bond may be waived annually by approval of a majority of the voting interests present at a properly called meeting of the Association.

**Section 2.** Except for the fidelity bonds that a management agent obtains for its personnel, each fidelity bond shall contain waivers by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premium on all bonds shall be paid by the Association. The bond shall provide that it cannot be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association.

IN WITNESS WHEREOF, the undersigned, Directors of The Cormorant Landing Owners Association, Inc., have hereunto set our hands this 18<sup>th</sup> day of December, 2015.

**THE CORMORANT LANDING OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: Ken Bacon  
Print Name: Ken Bacon  
Title: President

Attested by: Robert L. Booth, Jr.  
Print Name: ROBERT L. BOOTH, JR.  
Title: Secretary

State of Florida  
County of Nassau

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2015 by Ken Bacon as President of the Corporation.

Christine E. Connery  
Christine E. Connery  
Notary Public



CHRISTINE E. CONNERY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF155758  
Expires 10/1/2018

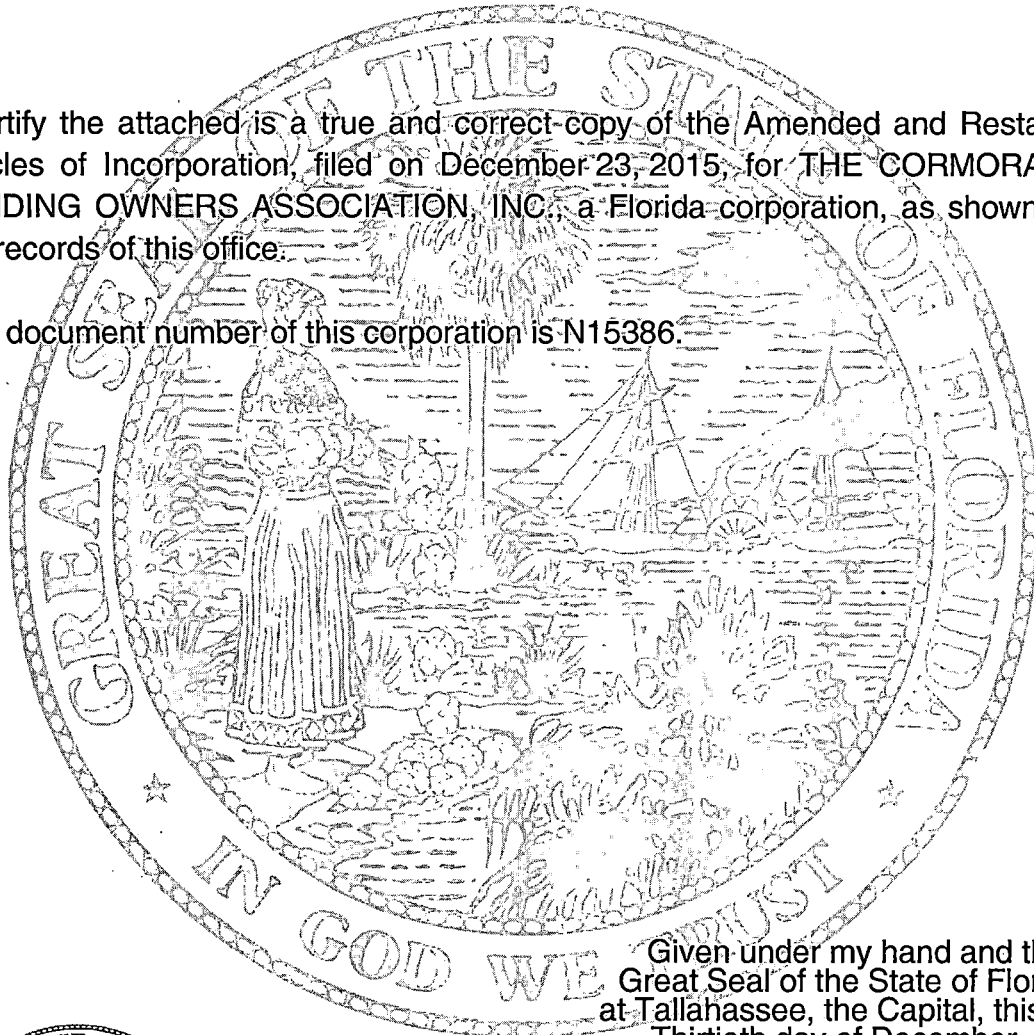
# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on December 23, 2015, for THE CORMORANT LANDING OWNERS ASSOCIATION, INC. a Florida corporation, as shown by the records of this office.

The document number of this corporation is N15386.



Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of December, 2015



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

FILED

2015 DEC 23 PM 1:06

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THE CORMORANT LANDING OWNERS ASSOCIATION, INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned hereby file these Articles of Incorporation to form a corporation not-for-profit.

ARTICLE I  
NAME

The name of the corporation is THE CORMORANT LANDING OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." Its principal office shall be located at 463499 State Road 200, Yulee, Florida 32097, or at such other place as the Board of Directors may designate from time to time.

ARTICLE II  
PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the development within that certain tract of Property and Additional Property (hereinafter collectively referred to as the "Property") more fully described in the Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for Cormorant Landing to be recorded in the public records of Duval County, Florida ("Declaration"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by recording a Supplemental Declaration. All terms contained herein shall mean and refer to the terms as defined in the Declaration.

The Association shall:

- (a) exercise all of the powers and privileges and perform all of the duties set forth in the Declaration as may be amended from time to time, the Declaration being incorporated herein as if set forth at length;
- (b) operate without profit for the sole and exclusive benefit of its Members;
- (c) have and exercise any and all powers, rights and privileges of a not-for-profit corporation organized under the laws of the State of Florida.

ARTICLE III  
MEMBERSHIP

Every person or entity who is an Owner of any Parcel on the Property subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership in any Parcel.

ARTICLE IV  
VOTING RIGHTS

Members shall be all Owners, and shall be entitled to one vote for each Parcel owned, subject to the provisions of the Declaration. When more than one person holds an interest in any Parcel other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Parcel.

ARTICLE V  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) Directors to be selected as provided in the Bylaws. The names and addresses of the persons who are to act in the capacity of Directors until the election or appointment of successors are:

NAME	ADDRESS
KEN BACON	P.O. BOX 1987 YULEE, FLORIDA 32041
JAMES BOWEN	P.O. BOX 1987 YULEE, FLORIDA 32041
ROBERT L. BOOTH, JR.	P.O. BOX 1987 YULEE, FLORIDA 32041
JARED ROLLINS	P.O. BOX 1987 YULEE, FLORIDA 32041
ALLISON HOLLANDER	P.O. BOX 1987 YULEE, FLORIDA 32041
GREGORY F. LLOYD	P.O. BOX 1987 YULEE, FLORIDA 32041

In accordance with the provisions of the Bylaws, the Members shall elect the Directors.

ARTICLE VI  
REGISTERED AGENT

The name and address of the Registered Agent for this corporation are:

PROPERTY MANAGEMENT SYSTEMS, INC.  
463499 STATE ROAD 200, YULEE, FL 32097.

ARTICLE VII  
DISSOLUTION

The Association may only be dissolved, other than incident to a merger or consolidation with an organization having similar purposes, upon the termination of the provisions of the Declaration and the assent given in writing and signed by not less than 75% of the Members. Upon dissolution of the Association, other than incident to such a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is not accepted by any appropriate public agency, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VIII  
DURATION

The corporation shall exist perpetually.

ARTICLE IX  
AMENDMENTS

Amendment of these Articles shall be permitted only to the extent that any such amendment is not inconsistent or in conflict with the terms of the Declaration as may be amended from time to time. Such amendments shall require the assent of members entitled to cast a majority of the votes.

ARTICLE X  
OFFICERS

A. The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time by resolution create. Officers shall be elected for a one (1) year term, and may be removed with or without cause, in accordance with the procedures set forth in the Bylaws.

B. The officers of this corporation who shall serve until the first election of their successors are as follows:

KEN BACON

President

JAMES BOWEN	Vice President
ROBERT L. BOOTH, JR	Secretary
JARED ROLLINS	Treasurer

ARTICLE XI  
BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles and the Declaration. Such Bylaws may be amended at a regular or special meeting of the Members by a vote of the majority of the ~~Class A~~ Members present in person or by proxy.

ARTICLE XIII  
PRINCIPAL OFFICE

The street address of the initial principal office of the corporation is 463499 State Road 200, Yulee, Florida 32097.

IN WITNESS WHEREOF, the Cormorant Landing Owners Association has caused this instrument to be executed in its name by the President, attested by its Secretary, this 18<sup>th</sup> day of December, 2015.

Ken Bacon  
Ken Bacon, President

Attest:  
Robert L. Booth, Jr.  
Robert L. Booth, Jr., Secretary

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2015, by Ken Bacon as President of the corporation.

Christine E. Connery  
Notary Public, State of Florida  
Christine E. Connery



CHRISTINE E. CONNERY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF155758  
Expires 10/1/2018