

Prepared by and return to:
John M. Benton, Esquire
Bert C. Simon, PLLC
1300 Riverplace Blvd., Suite 525
Jacksonville, Florida 32207

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PARENTAL WALK**

THIS AMENDED AND RESTATED DECLARATION is made as of February 1, 2023 by the parties signing below, hereinafter referred to as “Declarants”.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Parental Walk was recorded in Duval County, Florida Official Records Book 9204, Pages 1795 – 1805 on or about February 22, 1999 (“Original Declaration”) encumbering the property set forth on Exhibit “A”; and

WHEREAS, the parties signing below represent greater than 66% of the Lot Owners, as set forth in Article V, Section 14 of the Original Declaration, which is the requirement to amend the Original Declaration; and

WHEREAS, the parties desire to amend the Original Declaration and restate it in its entirety for clarity;

NOW THEREFORE, the Original Declaration is hereby amended and restated as set forth below and is effective as the date of recording.

WITNESSETH:

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

ARTICLE I – DEFINITIONS

1. “Association” shall mean and refer to the Parental Walk Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

2. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

3. “Properties” and “Property” shall mean and refer to that certain real property hereinabove described on Exhibit “A” and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. “Common Area” shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of the Owners.

5. “Lot” shall mean and refer to each individual parcel of real property located within the Property.

6. “Declarants” shall mean and refer to any person or entity who executes this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Parental Walk (“Amended Declaration”).

ARTICLE II – PROPERTY RIGHTS

1. Owner’s Easements of Enjoyment and Benefit. Every Owner and the Association shall have a right and easement of enjoyment in and to the benefit from any Common Area which shall be appurtenant to and shall pass only with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;
- b. the right of the Association to suspend the voting rights and right to use Common Areas, as to any Owner for any period during which any assessment against such Owner’s Lot remains unpaid and for a period

not to exceed 60 days for any infraction of the Association's published rules and regulations;

- c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 66% of all votes eligible to be cast.

2. Delegation to Use. Any Owner may delegate, in accordance with the by-laws, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants, or contract purchasers who reside on the Property.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

2. Membership. The Association shall have as Members all Lot Owners, and all shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such

Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: 1) monthly assessments or charges, and 2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter provided by the Board of Directors. The monthly and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien on the Lot shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; for the improvement and maintenance of the common

areas; for water and sewage services; provide waste removal services; and maintaining a perimeter fence.

3. Monthly Assessment. The monthly assessment shall be \$210.00 per month per Lot, until such time as it is changed by the Board of Directors.

a) The monthly assessment may be increased each year but not more than ten (10%) above the assessment for the previous year without a vote of the membership.

b) The monthly assessment may be increased more than ten (10%) by the affirmative vote of at least 66% of the Members who are voting in person, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually.

4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of at least 66% of the votes of members who are voting in person at a meeting duly called for such purpose.

5. Notice of Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Due Date of Monthly Assessments. The monthly assessments provided for herein shall be due on the first of each month. Electronic notice of the monthly assessment shall be sent to every Owner subject thereto at least annually and it shall be adequate notice to Members that the monthly assessment is due and payable on the first of each subsequent month. The Board of Directors shall notify each Member at least 15 days in advance of any change in the monthly assessment against each Lot.

8. The Association shall, upon demand, and for a reasonable charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within ten (10) days shall incur a late fee of five percent (5%) and bear interest from the due date at the rate of 18% per annum. After thirty (30) days, the Association may record a lien against the Lot for the unpaid assessment(s). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such Owner's Lot.

10. Subordination of the Lien to Mortgages. The lien for the assessments provided herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V – LAND USE AND BUILDING TYPE

1. Land Use and Building Type. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than residential single family and duplex homes. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business manufacturing purposes.

2. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any Lot subject to these covenants. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and the residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the Lots. For purposes of this paragraph, a vehicle which is a $\frac{3}{4}$ ton or less truck used as transportation to and from the Lot Owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Board of Directors.

4. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

5. Mailboxes. No individual Lot Owner shall cause to be constructed any mailbox facility other than the USPS community box located in the Common Area.

6. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the rear of the house or the side of the house in the case of a corner Lot. Chain link fences shall not be permitted. The Association reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

7. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written approval of the Board of Directors except one sign of not more than two square feet advertising the property for sale or rent

8. Clotheslines. There shall not be permitted any exterior clotheslines on any Lots.

9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs cats or other household pets

in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

10. Exterior Appearance and Maintenance. Every Lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. All lawns shall be maintained regularly in a neat manner with grass no higher than 4". Improvements shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

11. Garage and Refuse Disposal. Rubbish, trash, garbage or other waste shall be disposed of only in the Association dumpster or adjacent area without prior written approval by the Association. All shall be kept in a clean and sanitary condition.

12. Air Conditioning Units. No air conditioning units may be installed in any window.

13. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

14. Amendment. The covenants and restrictions of this Amended Declaration shall run with and bind the land for a term of thirty (30) years from the date this Amended Declaration is recorded, after which time they shall be

automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than 66% of the Lot Owners.

15. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Association or any person or persons owning any Lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 9 day of February, 2023.

Signed, sealed and delivered

in the presence of:

[Signature]

Print Name: Simone Garvey-Ewan

Declarant

Name: Roberto Gonzalez

Witness

[Signature]
Print Name: Raquei Perez
Witness

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of February, 2023, by Simone Garvey-Ewan, who is personally known to me or who has produced Driver License as identification.

[Signature]

Notary Public, State of Florida at Large

Print Name: Shanell Smith

My Commission Expires: October 16th 2026



IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 14 day of February, 2023.

Signed, sealed and delivered

in the presence of:

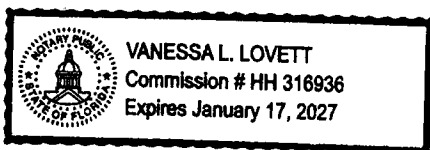
[Signature]
Print Name: Scott Slater

[Signature]
Name: Jo Adams

[Signature]
Print Name: Tiffany Harmer

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14 day of February, 2023, by Jo Adams, who is personally known to me or who has produced Florida Drivers License as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Vanessa Lovett
My Commission Expires: 01/17/2027

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 21 day of February, 2023.

Signed, sealed and delivered

in the presence of:

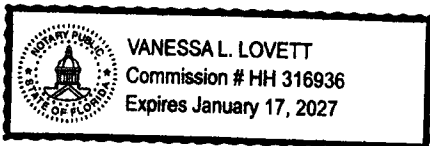
[Signature]
Print Name: James Moore

[Signature]
Name: JOHN MARTIN

[Signature]
Print Name: Najee Perry

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of February, 2023, by John E. Martin, who is personally known to me or who has produced Florida Driver License as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Vanessa Lovett
My Commission Expires: 1/17/27

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 15 day of February, 2023.

Signed, sealed and delivered

in the presence of:

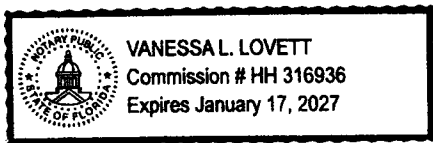
[Signature]
Print Name: Scott Slater

[Signature]
Name: James Vobryk

[Signature]
Print Name: Collin Schumacher

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February, 2023, by James Vobryk, who is personally known to me or who has produced FL DL as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Vanessa Lovett
My Commission Expires: 1/17/27

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 15 day of FEBRUARY, 2023.

Signed, sealed and delivered

in the presence of:

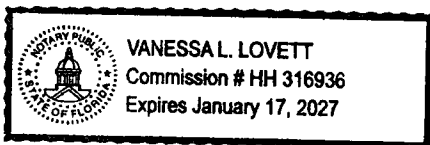
[Signature]
Print Name: Scott Slater

[Signature]
Name: Kristijan Rukav

[Signature]
Print Name: Collin Schumacher

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February, 2023, by Kristijan Rukav, who is personally known to me or who has produced FL DL as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Vanessa Lovett
My Commission Expires: 1/17/27

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 15 day of February, 2023.

Signed, sealed and delivered

in the presence of:

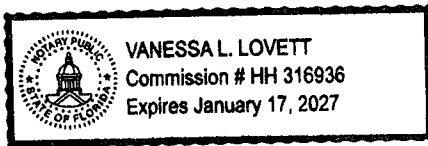
[Signature]
Print Name: SCOTT SLATER

[Signature]
Name: RUKOV LLC

[Signature]
Print Name: Collin Schumacher

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of February, 2023, by Kristian Rukov, who is personally known to me or who has produced FL DL as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Vanessa Lovett
My Commission Expires: 1/17/27

EXHIBIT "A"

Part of Lot 13, HOGAN FARMS, according to the plat thereof recorded in Plat Book 6, Page 98, of the Current Public Records of Duval County, Florida, more particularly described as follows:

For a Point of reference, commence at the Southeast corner of said Lot 13: thence run North 28° -58' -30" East along the East line of said Lot 13, a distance of 290.42 Feet to the Point of Beginning; thence North 55° -47' 20" West, a distance of 547.13 Feet to the Easterly right-of-way line of Parental Home Road, as now established; thence South 43° -4' -00" West, 111.11 Feet along the Easterly right-of-way line of said Parental Home Road to a point; thence South 58° -46' -30" East, a distance of 109.67 Feet to a point; thence South 31° -13' -30" West, 92.39 Feet to a point; thence South 61° -34' -00" East 465.99 Feet to a point in the Easterly line of said Lot 13; thence North 28° -58' -30" East along said Easterly line of said Lot 13, 150.42 Feet to the Point of Beginning.