

**Full Text of the Proposed Revived Declaration of Covenants and Articles of Incorporation and
Bylaws of the Homeowner's Association**

Carl Dawson 355-5509 wk.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAMMOND FOREST

THIS DECLARATION, made the _____ day of May, 1989, by DAWSON DEVELOPMENT COMPANY, INC., a Florida corporation, whose mailing address is 320 East Adams Street, Jacksonville, Florida 32202, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer intends to develop a planned development community generally known as Hammond Forest upon property more particularly described as all of the property in HAMMOND FOREST, according to the plat thereof, recorded in Plat Book 45, pages JJ, JJA and JJB, current public records of Duval County, Florida (said property hereinafter referred to as "Property"); and

WHEREAS, Developer has subdivided all or a portion of the same into single family residential lots, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain Maintained Property (hereinafter defined) and to this end, Developer has created or will create Hammond Forest Homeowners Association, Inc., (hereinafter "Homeowners Association") whose membership may include the Owners of all or any part of Property or lands in the general geographical vicinity thereof; and

WHEREAS, Developer now desires to add the owners of the Property as members of the "Homeowners Association"; and

WHEREAS, Developer also desires to subject the Property to certain covenants, and restrictions as hereinafter described; and

NOW, THEREFORE, Developer declares that the Property and such other properties as are or may be subsequently encompassed by this Declaration as hereinafter set forth, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions contained herein (sometimes referred to as "covenants and restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, shall be binding upon all parties having any right, title or interest in the Property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the Property.

ARTICLE I

DEFINITIONS

Section 1. Assessment. The term "Assessment" as used herein shall mean and refer to the fractional share of the total Homeowners Association and/or pertinent homeowners association expenses allocable to a particular lot and its Owner.

Section 2. Assessment Period. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

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

Section 4. Homeowners Association Articles. "Homeowners Association Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 5. Homeowners Association Directors. "Homeowners Association Directors" shall mean and refer to the Association's Board of Directors.

Section 6. Homeowners Association Expenses. "Homeowners Association Expenses" shall mean and refer to the expenses and charges described in this Declaration incurred or to be incurred by or collected or to be collected for the Homeowners Association by the Homeowners Association and assessed or to be assessed against the Lots and the Owners thereof.

Section 7. Developer. "Developer" shall mean and refer to Dawson Development Company or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it.

Section 8. Lot. "Lot" shall mean and refer to any plot of land designated as a lot upon the recorded subdivision plat of the Property.

Section 9. Member. "Member" shall mean and refer to all those Owners who are members of the Homeowners Association as provided in Section 1 of Article II hereof.

Section 10. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property either by virtue of this Declaration, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to any mortgagee or grantee or beneficiary under a mortgage or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

Section 11. Property. "Property" shall mean and refer to that certain real property more particularly described on Exhibit A attached hereto.

Section 12. Maintained Property. "Maintained Property" shall mean and refer to the drainage easement and retention ponds (for drainage retention) as shown on the plat and the median island including plants, sprinkler system and the fence located at the entrance to the Property. The definition of Maintained Property shall also include such additional property, intended for the common use and enjoyment of the Members, as may from time to time be designated as such by Amendment to this Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS
IN THE COMMUNITY ASSOCIATION.

Section 1. Membership. Every Owner of a Lot in the Property developed and annexed as herein set forth shall be a Member of the Homeowners Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Persons or entities who or which own a Lot merely as security for the performance of an obligation shall not be Members of the Homeowners Association; rather, the beneficial owner in such cases shall be the Member.

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

Class A - Class A Members shall be all Owners who have taken title to one or more Lots from the Developer, or from a successor in title to the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold an interest required for membership in Section 1 hereof. When more than one person holds such interest in a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine but in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be entitled to a number of votes equal to the sum of all of the Class A votes, as they exist from time to time, plus one. Class B membership shall terminate when Developer no longer owns any portion of the Property. HA!

Section 3. Membership and Voting Procedure. The Homeowners Association Articles and Bylaws shall more specifically define and describe the procedural requirements for Homeowners Association Membership meetings and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any 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 to the Homeowners Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Member's lot from the date of recording of a Claim of Lien as hereinafter set forth. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, however, the delinquent assessment shall remain a lien against the property until paid. The Developer shall not be subject to assessments for any Lot or any acreage it owns and that may become subject to this Declaration. The Developer may assign this exemption right to any entity which obtains a portion of the Property for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder. ?

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used for payment of costs of maintenance of the Maintained Property and such other matters as are more fully set forth in the articles of incorporation and bylaws of the Homeowners Association.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Homeowners Association Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for expenses incurred by the Homeowners Association for a matter that was unanticipated or deemed an emergency and of immediate necessity by the board of directors.

Section 4. Uniform Rate of Assessment. All Lots subject to a particular assessment shall be assessed on an equal basis. Assessments relating to services or matters affecting and unique to only

certain Lots may be assessed against the affected Lots only. Assessments on Lots will be collected on an annual basis in advance.

Section 5. Date of Commencement of Annual Assessments Due Dates. Prior to December 31, 1989, all Annual Assessments shall be paid by Developer. Commencing on January 1, 1990, Developer shall pay that portion of the Annual Assessment due from January 1, 1990 through May 30, 1990, for each Lot that closes prior to May 30, 1990. After May 30, 1990, the assessments provided for herein shall be payable by each Lot Owner. The first assessment payable by a Lot Owner shall be adjusted according to the number of days remaining in the year of closing. The Homeowners Association Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for the Association's assessments shall be established by the Board of Directors. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Said assessment shall attach and become a lien against the Owner's Lot from and after the date of recording of a Claim of Lien in the public records of Duval County, Florida stating the amount of the unpaid assessment and interest thereon through the date of recording of said Claim of Lien. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property of the Owner.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid assessment was recorded prior to such first mortgage. Any party taking title to a Lot by virtue of the sale or transfer of such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not be responsible for payment of assessments which became due prior to such sale or transfer, unless the same were secured by Claim of Lien recorded prior to the mortgage. Any assessments which are waived by virtue of a person taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all members of the Association as an Association expense. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

COVENANTS AND RESTRICTIONS

Section 1. No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made, nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots be made, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Class B Member, if any or if no Class B Member, by the Association's Board of Directors. In the event said Class B Member or Association's Board of
Developer

Directors, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The Developer may resubdivide, or replat, the Property in any way it sees fit for any purpose whatsoever. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

Section 3. No home shall be constructed with less than 1200 square feet of heated/air conditioned living space.

Section 4. No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Board of Directors shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. No mobile homes, tents, outbuildings or shacks shall be placed on any Lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval and such outbuildings of not greater than 200 square feet in size as are constructed in the same style and of the same color, material and exterior finish as the approved principal structure.

Section 6. No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No detached garages, single car garages, or carports shall be permitted.

Section 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 8. No clothes or laundry shall be hung or clothes lines erected in front yards of any Lots or in any portion of the Lot which is visible from the street.

Section 9. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or on any subdivided or replatted lot in such manner that the same constitutes a violation or violations of the covenants as set out hereinbefore in this Article IV, the Developer shall have the right any time to release such lot or subdivided lots or building plot, or portion thereof, from the provisions of the said covenant.

Section 10. Utility Easements. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others over all or any portion of the Property for the purpose of carrying out or facilitating construction, installation and maintenance of utility service facilities, cable television service, drainage facilities and/or road rights of way. Such facilities or road right of ways may benefit land not contained within the Property. No purchaser of a Lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations.

Section 11. No Signs. No signs of any kind, excluding "For Sale" and "For Rent" signs, shall be exhibited in any way on the Property other than those placed or erected by the Developer.

Section 12. Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road; provided, however, that television

antennae may be located on roof tops in such a way as to be visible from the street.

Section 13. Boats and Motor Vehicles. No boats, recreation vehicles or other motor vehicles, except properly licensed and tagged four-wheel passenger automobiles shall be placed, parked or stored upon any Lot in locations visible from the street. No maintenance or repair may be performed on vehicles except within a garage totally obscured from view of neighboring Lots and the street.

Section 14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb.

Section 15. Mailboxes. Unless attached to the dwelling, no mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Class B Member, if any, or, if no Class B Member, of the Board of Directors.

Section 16. Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property and window or wall air conditioning units shall be prohibited.

Section 17. Window Coverings. Reflecting window coverings treatments are expressly prohibited and only neutral, solid colored window coverings shall be permitted on any building on the Property. The Class B Member, if any, in its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the Property.

Section 18. Fences. Fences shall be permitted only around the perimeter of the back and side yards extending no closer to the street than the rear of the house. Such fences shall be subject to the prior approval of the Class B Member, if any.

Section 19. Garages. All homes shall have attached two car garages and all Lot owners' vehicles shall be kept in the garages except when temporarily parked in the driveway. No vehicles shall be parked on the street except for temporary parking by guests.

Section 20. Retention Pond. (a) No motorized boats shall be operated on the pond, (b) no docks or other structures are to be built into the pond, and (c) nothing shall be dumped or deposited into the pond nor gumped out of the pond except with the consent and supervision of the Association.

Section 21. Additional Use Restrictions. The Homeowners Association or the Class B Member, if any, may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, as each may deem appropriate.

ARTICLE V

MISCELLANEOUS

Section 1. Assignment of Developer's Rights. The Developer shall have the sole and exclusive right at any time and from time to time, to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in these covenants and restrictions. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same

shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots.

Section 2. Amendments. The Developer reserves and shall have the right; without consent or joinder by Owners:

- (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;
- (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;
- (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions and easements applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and
- (d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.
- (e) to amend these covenants and restrictions to subject additional properties hereto and to amend these covenants and restrictions as to such additional property to add to or alter these restrictions to reflect the unique and different character of each such development.
- (f) to grant to specific Lots variances from various restrictions contained herein if, in its sole judgment, it determines such variance will not materially affect the purposes for which these restrictions were adopted.

In addition, the Developer reserves and shall have the right, with the consent of the persons then owning fifty one percent (51%) or more of the Lots located upon the Property, to amend or alter these covenants and restrictions and any parts thereof in any other respects. Any amendments to this Declaration of Covenants, Conditions and Restrictions shall be recorded in the Public Records of Duval County, Florida.

Section 3. Easements Reserved for Developer. Developer, for itself, its successors and assigns, hereby reserves to itself and to the Association a non-exclusive perpetual easement and right of ingress, egress, and access on, over, upon, across, through and under any and all portions of the Property (a) which are paved and intended for use as pedestrian or vehicular rights-of-way and (b) that are used for the drainage easement and retention pond shown on the Plat. Developer hereby reserves the right to make necessary changes to the drainage system, utility system and rights-of-way for the benefit of other properties so long as such changes are not materially detrimental to the Property or the owners thereof and Developer reserves the right to assign its easements reserved herein to others, or to dedicate said easement to the appropriate governmental agency for non-exclusive use of said drainage easement and retention pond.

Section 4. Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

Section 5. Duration. These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said

land and shall remain in full force and effect until January 1, 2019, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2019, or within six months preceding the end of any such ten (10) year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on the Plat of the Property, amending this Declaration or any part hereof, shall be placed on record in the office of the appropriate agency of Duval County, Florida. In the event that such written agreement shall be executed and recorded as provided for above in this Section, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of ten (10) years each, unless and until further changed or modified in the manner provided in this Section.

Section 6. Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or Homeowners Association, or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations, or attempted violations. In addition, the Homeowners Association Board of Directors shall have authority to levy fines for such violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or Homeowners Association or homeowners association or Lot Owner or their respective 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 a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

Section 7. Annexation: Additional land located within Property or within the general geographical vicinity may be annexed by the Developer without the consent of Members within fifteen (15) years of the date of this instrument, by recording in the public records of Duval County, Florida, an amendment to this Declaration describing the property to be annexed and stating that such property is subject to this Declaration.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

Section 9. Captions. The captions of each paragraph hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

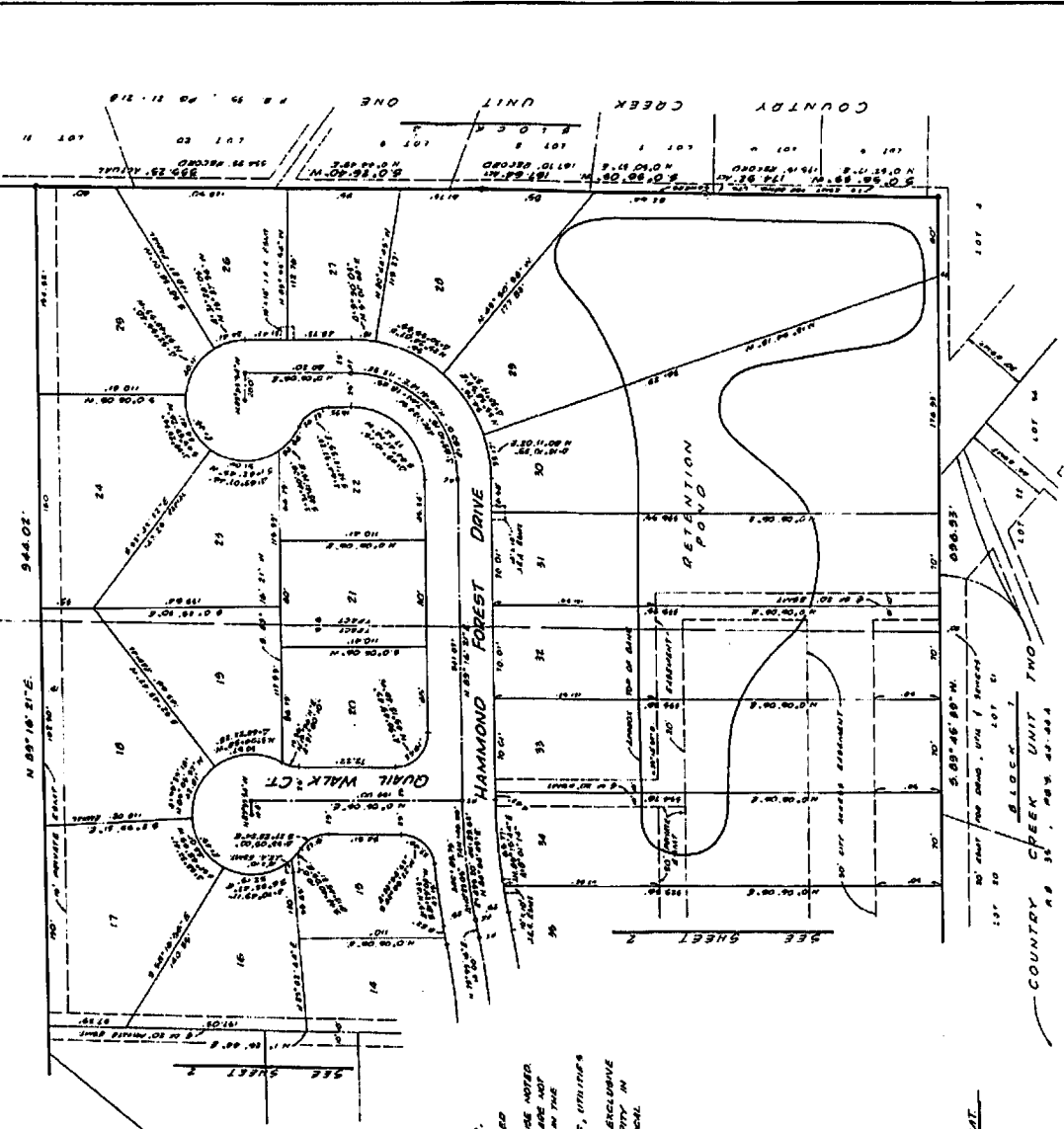
Section 10. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

Section 11. Provisions Severable. The invalidation of any provisions or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

PLAT BOOK 45 PAGE 33 B
SHEET 3 OF 3 SHEETS

BEING A DEPART OF A PORTION OF TRACTS 5, 6, AND 7, BLOCK 7, SECTION 27, TOWNSHIP 2 SOUTH, RANGE 93 OF THE CURRENT PUBLIC RECORDS OF THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Hammond Forest



NOTES

1. SHOWS PERMANENT REFERENCE MONUMENT
2. SHOWS PERMANENT CONTROL POINT
3. BEARINGS BASED ON COUNTRY CREEK UNIT TWO.
4. PLAT BOOK 35, PAGES 44 AND 45, PLAT 10,000,000 TO THE CHORD.
5. ALL CORNER RANGH ARE 20 FEET, UNLESS OTHERWISE NOTED.
6. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY AND DISTRICT, UTILITIES AND SERVICES UNLESS OTHERWISE NOTED.
7. CERTAIN EASEMENTS ARE RESERVED FOR THE EXCLUSIVE USE OF THE JACKSONVILLE ELECTRIC AUTHORITY IN CONNECTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.



TYPICAL 10:10' I.E.A. TRANSFORMED ESMT

DESIGNED BY
 RICHARD A. MILLEDY & ASSOCIATES
 1110 S.W. 10TH AVENUE, SUITE 100
 JACKSONVILLE, FL 32209
 (904) 781-1111

LOT #	Real Estate Number	Owner	Street Number	Street	Street Type	City	Zip Code	Subdivision	Legal Description
1	008790-0105	JOHNSON DAVID F	8779	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 1, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
2	008790-0110	MC ELVAIN JOYCE L	8771	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 2, HAMMOND FOREST, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
3	008790-0115	2018 3 IH BORROWER LP	8763	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 3, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA
4	008790-0120	BRANDES MARK W	8755	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 4, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
5	008790-0125	GOETZMAN ANDREW W	8747	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 5, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
6	008790-0130	BURDEN CASEY	8739	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 6, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
7	008790-0135	RAINES THOMAS C	8731	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 7, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
8	008790-0140	MEURER DENNIS K	1432	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 8, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
9	008790-0145	MCMILLAN JAMES M	1420	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 9, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
10	008790-0150	MEURER DENNIS K	1425	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 10, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
11	008790-0155	NELSON RONALD B	1433	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 11, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
12	008790-0160	SFR JV 3 2023 1 BORROWER LLC	1441	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 12, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
13	008790-0165	BALLEW WANDA L	1449	JUNIPER BUSH	CT	Jacksonville	32221	HAMMOND FOREST	LOT 13, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
14	008790-0170	CRUSSELLE JEANNETTE R	8699	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 14, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
15	008790-0175	ATKINS ANDREW	8691	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 15, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
16	008790-0180	MITCHELL TONY	1438	QUAIL WALK	CT	Jacksonville	32221	HAMMOND FOREST	LOT 16, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
17	008790-0185	CARTER ALLISON L	1430	QUAIL WALK	CT	Jacksonville	32221	HAMMOND FOREST	LOT 17, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
18	008790-0190	MALLORY RICARI KEITH	1437	QUAIL WALK	CT	Jacksonville	32221	HAMMOND FOREST	LOT 18, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
19	008790-0195	BIRD MELISSA ANN ET AL	1449	QUAIL WALK	CT	Jacksonville	32221	HAMMOND FOREST	LOT 19, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
20	008790-0200	REICHENBACH KEVIN E	8675	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 20, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
21	008790-0208	AMERICAN CLASSIC HOMES LLC	8667	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 21, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
22	008790-0212	FRANCIS BLACKSHEAR LOLANDA G	8645	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 22, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
23	008790-0215	SPELLMAN RAKOWSKI ANTHONY D	8635	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 23, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
24	008790-0220	BASCOMB JAMES JR	8627	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 24, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
25	008790-0225	WRIGHT JAMES D	8618	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 25, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
26	008790-0230	RDACH JOYCE A	8626	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 26, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

27	008790-0235	BERNARD SAMUEL	8634	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 27, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
28	008790-0240	DESIGN SFR LLC	8642	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 28, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
29	008790-0245	SANTIAGO GILBERTO MARTINEZ	8650	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 29, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
30	008790-0250	TAYLOR JAMES H	8658	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 30, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
31	008790-0255	HIRES SUSAN M	8666	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 31, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
32	008790-0260	GAGNE GARY J	8674	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 32, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
33	008790-0265	PEDRONI GARY R	8682	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 33, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
34	008790-0270	PEDRONI GARY R	0	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 34, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
35	008790-0275	RUCKER ANGELA	8698	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 35, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
36	008790-0280	HIGGINBOTHAM JOSEPH L	8706	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 36, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
37 E	008790-0285	HIGGINBOTHAM JOSEPH L	0	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	THE EAST 1/2 OF LOT 37 AS SHOWN ON THE PLAT OF HAMMOND FOREST AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
37 W	008790-0286	ROGERS MILDRED D	0	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	THE WEST 1/2 OF LOT 37 AS SHOWN ON THE PLAT OF HAMMOND FOREST AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
38	008790-0290	ROGERS MILDRED D	8722	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 38, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
39	008790-0295	BARFIELD DONALD E SR	8730	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 39, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
40	008790-0300	NEWMAN DENNIS M	8738	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 40, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
41	008790-0305	PALACIOS CHRISTINA A	8746	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 41, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
42	008790-0310	TISON CHARLYNN C	8754	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 42, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
43	008790-0315	MATTHEWS SIDNEY MATHEW JR	8762	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 43, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
44	008790-0320	DONNELLY ELIZABETH	8770	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 44, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
45	008790-0325	SFR INVESTMENTS V BORROWER 1 LLC	8778	HAMMOND FOREST	DR	Jacksonville	32221	HAMMOND FOREST	LOT 45, HAMMOND FOREST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE(S) 33, 33A, AND 33B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

State of Florida

Department of State

I certify from the records of this office that HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 30, 1992.

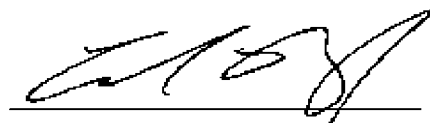
The document number of this corporation is N48701.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 10, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of May, 2022*




Secretary of State

Tracking Number: 3006550028CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ARTICLES OF INCORPORATION

OF

HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC.

A Florida Corporation Not For Profit

FILED
1992 APR 30 PM 2 22
STATE OF FLORIDA
CLERK OF THE CIRCUIT COURT

We, the undersigned, being desirous of forming a corporation not for profit, do hereby associate ourselves into a corporation for the purposes and with the powers herein specified and do hereby agree to the following Articles of Incorporation:

ARTICLE I

NAME

The name of this corporation shall be:

HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II

PURPOSE

The Association is organized to maintain the drainage easements, outfalls and retention ponds (for drainage retention) as shown on the plats, and the median island located at the entrance to Hammond Forest, a planned development community located in Duval County, Florida (altogether referred to as the "Maintained Property"). The Maintained Property shall also consist of any additional property intended for the common use and enjoyment by members of the Association which may, from time to time, be designated as such by the Association. Such maintenance and upkeep shall include, but shall not be limited to replacement of or improvement of landscaping and the general maintenance thereof. Second, the Association is created to enforce the covenants, conditions and restrictions contained within the Declaration of Covenants, Conditions and Restrictions for Hammond Forest (the "Declaration") which are applicable to the members of the Association ("Members") and their Lots. Third, the Association shall carry out and perform all duties delegated to it under the terms of the Declaration, as amended from time to time.

ARTICLE III

POWERS

The Association through its Board of Directors shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida under the Declaration.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein and in the Declaration.

2. Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien right granted to the Association to secure the payment of said assessments.

3. Contract with any third party to carry out the purposes and duties of the Association as set out herein and in the Declaration.

4. Enforce the provisions of these Articles of Incorporation, the provisions of the Declaration applicable to Members of the Association and their Lots, the Association By-laws, and all covenants, restrictions, rules and regulations governing use of the Lots which may now or hereafter be established.

ARTICLE IV

QUALIFICATION OF MEMBERS

The qualifications of Members, manner of their admission to and termination of membership and voting by Members shall be as follows:

Each person or entity owning a Lot in Hammond Forest or other property in the same vicinity as from time to time designated by Developer, Dawson Development Company, Inc., a Florida corporation (the "Developer"), shall be and become a Member of the Association upon the recording of a deed, in the public records of Duval County, granting him fee simple title to a Lot. The Developer shall notify the Association Board of Directors of any developments which it has elected to include within the Association. Membership in the Association shall continue so long as the Member retains title to a Lot.

ARTICLE V

VOTING

A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.

B. Until such time as the first Lot is conveyed to an owner other than the Developer, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

C. There shall be two classes of voting membership in the Association.

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

Class B. The Class B Member shall be the Developer or any successor or assign. The Class B Member shall be entitled to the same number of votes as the aggregate of Class A votes plus one. The Class B membership shall cease when the Developer or its successor or assign no longer owns any property within Hammond Forest or other designated developments as those terms are defined in the Declaration.

ARTICLE VI

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII

OFFICE

The principal office of the Association shall be 320 East Adams Street, Jacksonville, Florida 32202, Duval County, Florida or such other place as the Board of Directors may designate.

ARTICLE VIII

BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. The number of members on the first Board of Directors shall be one and thereafter may be increased to a maximum of three. Each Member of the Board of Directors shall serve a term of one year. The Developer shall be entitled to vote for each member of the Board of Directors so long as there is a Class B membership. The Class A Members shall be entitled to vote for each member of the Board of Directors except one, as long as the Developer owns at least one Lot. Upon the termination of the Class B membership, the Class A Members may elect all of the members to the Board of Directors. Each member of the Board of Directors shall be entitled to one vote.

B. Annual meetings of the Association are to be set by the Board of Directors.

C. The name and address of the person who is to serve as the initial Board of Directors until successors are chosen, is as follows:

<u>Director</u>	<u>Address</u>
Carl D. Dawson, Jr.	320 East Adams Street Jacksonville, Florida 32202
Carl D. Dawson	320 East Adams Street Jacksonville, Florida 32202
John G. Dawson	320 East Adams Street Jacksonville, Florida 32202

ARTICLE IX

OFFICERS

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

B. Officers of the Association may be compensated in the manner to be provided in the By-Laws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the

administration of the operation and management of the Lots and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.

C. The persons who are to serve as officers of the Association until their successors are chosen are:

<u>Officer</u>	<u>Name</u>
President	Carl D. Dawson, Jr.
Vice President/Treasurer	Carl D. Dawson, Jr.
Secretary	Carl D. Dawson, Jr.

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold more than one office. Officers shall be elected annually.

ARTICLE X

BY-LAWS

A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.

B. The By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval by the Class B Member so long as there is a Class B membership and thereafter by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Association at a regular or special meeting of the Members, the notice of which shall state that such proposal is to be voted upon at that meeting.

ARTICLE XI

AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended upon the proposal of a majority of the Board of Directors and approval by the Class B Member, so long as there is a Class B membership and thereafter by affirmative vote of a majority of the votes entitled to be cast by Members of the Association at a regular or special meeting of the Members, the notice of which shall state that such proposal is to be voted upon at that meeting. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

ARTICLE XII

INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities sustained by him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his

being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII

NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV

SUBSCRIBERS

The names and addresses of the subscribers to these Articles are:


- Douglas A. Ward 1300 Gulf Life Drive
 Jacksonville, Florida 32207
- John D. Kinyon, Jr. 1300 Gulf Life Drive
 Jacksonville, Florida 32207
- Anthony A. Anderson 1300 Gulf Life Drive
 Jacksonville, Florida 32207

ARTICLE XV

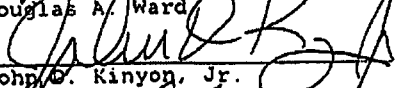
CALENDAR YEAR

The Association will follow a calendar year format.


IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 19th day of May, 1988, for the purpose of forming this corporation not for profit under the laws of the State of Florida.



 Douglas A. Ward



 John D. Kinyon, Jr.



 Anthony A. Anderson

STATE OF FLORIDA)
 :
COUNTY OF DUVAL)

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 19 day of May, 1989, by Douglas A. Ward, a subscriber.

Mr. K. M. M. M.
Notary Public, State of Florida
at Large

My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 18, 1992

STATE OF FLORIDA)
 :
COUNTY OF DUVAL)

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 19 day of May, 1989, by John D. Kinyon, Jr., a subscriber.

Mr. K. M. M. M.
Notary Public, State of Florida
at Large

My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 18, 1992

STATE OF FLORIDA)
 :
COUNTY OF DUVAL)

The foregoing ARTICLES OF INCORPORATION was acknowledged before me this 19 day of May, 1989, by Anthony A. Anderson, a subscriber.

Mr. K. M. M. M.
Notary Public, State of Florida
at Large

My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 18, 1992

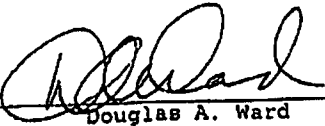
FILED
1992 APR 30 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

That HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC., a corporation duly organized and existing under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, has named Douglas A. Ward located at 1300 Gulf Life Drive, City of Jacksonville, County of Duval, State of Florida 32207, as its agent to accept service of process within this state.

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Florida Statute relative to keeping open said office.



Douglas A. Ward

BYLAWS
OF
HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC.
a Florida Corporation Not For Profit

These are Recorded
in Duval County
Public Records.
-VERIFIED 2/94.

1. IDENTITY.

1.1 Applicability. These are the Bylaws of HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida corporation not for profit organized pursuant to the provisions of Chapter 617 Florida Statutes, 1985, as amended to the date of filing of the Articles of Incorporation. The purpose and object of the Association shall be to maintain and upkeep the drainage easement outfalls and retention ponds (for drainage retention) as shown on the plats, and the median island located at the entrance to Hammond Forest, a planned development community located in Duval County, Florida (altogether referred to as the "Maintained Property"), and enforce the covenants and restrictions contained within the Declaration of Covenants, Conditions and Restrictions for Hammond Forest, and any amendments thereto, (the "Declaration") which are applicable to the Members of the Association and their Lots (as defined in the Declaration and Association Articles).

1.2 Office. The office of the Association shall be at 320 East Adams Street, Jacksonville, Duval County, Florida 32202 or at such other place as may be established by resolution of the Board of Directors.

1.3 Fiscal Year. The fiscal year of the Association shall be the first day of January through the last day of December.

1.4 Seal. The seal of the Association shall bear the name of HAMMOND FOREST HOMEOWNERS ASSOCIATION, INC., the word "Florida", and the year of incorporation.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 Membership. The qualification of members of the Association (the "Member(s)"), the manner of their admission to membership and termination of such membership, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast a majority of the votes of the membership entitled to vote upon any matter or matters arising at said meeting.

2.3 Voting.

(a) Each Lot Owner as defined in the Declaration and the Articles, other than Dawson Development Company, Inc., a Florida corporation, (the "Developer") shall be a Class A Member, as that term is defined in the Articles, and shall be assigned the right to cast one vote at any meeting of Members.

(b) The Developer shall be the Class B Member, as that term is defined in the Articles, and shall be entitled to the same number of votes as the aggregate of Class A votes plus one.

(c) If a Lot is owned by one person, his right to vote shall be established by the record title to his Lot.

(d) If any Lot is owned by more than one person or a partnership, corporation, trust, or any other association or entity, the person entitled to cast the vote for Lot shall be designated by a certificate signed by all of the record owners of the Lot or by

the President, general partner or other chief executive officer of the respective entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until ownership of the Lot is changed. A certificate designating the person entitled to cast the vote of a Lot may be revoked by any owner of that Lot. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

2.5 Proxies. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy, provided that no person shall be designated to hold more than ten (10) proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All such proxies shall be filed with the Secretary prior to or during the roll call of such meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot owner executing it.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place as the Board of Directors may determine, and at such time as may be specified in the notice of the meeting, on the first Thursday in November of each year or such other date as determined by the Board for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held on the next succeeding first Tuesday, or such day as the Directors shall determine and include in the notice of meeting.

3.2 Special Meeting. Special meetings of the entire membership of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership.

3.3 Notice of Meetings.

(a) Generally. Written notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member or class of Members, if any, unless waived in writing. Each notice shall state the time and place of and purpose for which the meeting is called and shall be mailed to the Members at least fourteen (14) days prior to said meeting.

(b) Annual. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, and the post office certificate of mailing shall be retained as proof of such mailing.

(c) Special. Notice of Special Meetings shall be given to each Member not less than fourteen (14) days prior to the date

set for the meeting and shall be mailed or delivered personally to the Member.

(d) Waiver. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall constitute notice to such Member.

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

3.4 Presiding Officer and Minutes. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a business like manner and available for inspection by Directors, lot owners and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

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

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading or waiver of reading of minutes of previous meeting of Members;
- (d) Reports of officers;
- (e) Reports of committees;
- (f) Appointment by Chairman of inspectors of election;
- (g) Election of Directors;
- (h) Approval of Budget for coming year;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

4. BOARD OF DIRECTORS

4.1 Composition of Board and Developer Control. The affairs of the Association shall be managed by a Board of Directors. The first Directors shall consist of three (3) persons who shall be appointed by the Developer. At the first annual meeting at which there are Class A Members present, one Director shall be elected from the Class A membership of the Association and two Directors shall be appointed by the Developer. In addition, so long as the Developer owns at least one (1) lot in Marietta Forrest, the Class B member (the Developer or its successor) shall be entitled to appoint a majority of the directors.

4.2 Election of Directors. Directors shall be elected or appointed in the following manner:

(a) The Developer shall possess the right to increase the Board membership from one (1) to a maximum of three (3) persons after the first Board has met in accordance with these Articles and Bylaws. The Developer shall have the right to control the appointment of Directors to the Board until it no longer owns any lots on the Property.

(b) All members of the Board of Directors whom Developer may relinquish the right to appoint under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership by the Class A Members, immediately following appointment of the members of the Board whom Developer shall be entitled to appoint. Commencing with the first annual election of Directors after the Developer shall have relinquished the right to appoint a Director, the members shall elect three (3) Directors, by a plurality of the votes cast at the annual meeting of the general membership.

(c) Vacancies on the Board may be filled, through the unexpired term thereof, by the remaining Directors except that, should any vacancy on the Board be created in a directorship previously filled by any person appointed by Developer, such vacancy shall be filled by Developer appointing by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(d) In the election of Directors, there shall be appurtenant to each Lot one (1) vote for each Director to be elected provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be noncumulative.

(e) Within sixty (60) days after Class A Members are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, in a manner as elsewhere provided in these Bylaws, and give not less than fourteen (14) days nor more than thirty (30) days notice of a meeting of the Members for this purpose. Such meeting may be called and the notice given by any member if the Association fails to do so within the time prescribed herein. Election of such Directors shall be conducted in the manner provided in these Bylaws.

(f) Each Director shall serve for one year until the next annual meeting or such other time as his successor is elected.

(g) In the event that Developer selects any person or persons to serve on the Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

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

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

meeting, unless notice is waived. Meetings of the Board of Directors shall be open to all Members. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Except in an emergency, not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of any meeting where assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Board Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven years.

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

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

4.9 Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which they might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

4.10 Removal. Directors may be removed from office with or without cause by the vote or written agreement of a majority of all Members, provided, however, that only the Developer can remove the member of the Board who was appointed by the Developer.

4.11 Presiding Officer. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles and these Bylaws. Such powers and duties shall be exercised in accordance with the Articles and these Bylaws, and shall include, without limitation, the right, power and authority to:

(a) Adopt, for, and in advance of, each fiscal year, a budget necessary to carry out the purposes of the Association as set out herein and in the Declaration.

(b) Levy and collect assessments against Members of the Association to defray the expenses of the Association, including the right to enforce any lien rights granted to the Association to secure the payment of said assessments.

(c) To contract with any third party to carry out the purposes and duties of the Association as set out herein and in the Declaration.

(d) Enforce the provisions of these Articles of Incorporation; the provisions of the Declaration applicable to Members of the Association and their Lots; the Association Bylaws; and all covenants, restrictions, rules and regulations governing use of the Lots which may now or hereafter be established.

5. OFFICERS.

5.1 Generally. The Board shall elect a President and may elect a Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

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

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

5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. He shall have such additional powers as the Board may designate.

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

5.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of the Developer as long as the Developer owns at least one lot, and thereafter with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a director or officer or with any corporation in which a director or officer of the Association may be stockholder, officer, director or employee, to carry out the Association's duties

and responsibilities for such compensation as shall be mutually agreed between the Board and such officer, director or corporation, for it is expressly contemplated that the first Board of Directors may enter into such contracts with persons who are initial officers or directors of the Association, or with corporations having officers, directors or employees who are also members of the first Board of Directors of the Association.

6. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

7. AMENDMENTS TO BYLAWS. These Bylaws may be altered or amended as provided in Article X of the Articles.

The foregoing were adopted as the Bylaws of HAMMOND FOREST ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the ___ day of _____, 1989.

Secretary

APPROVED:

President

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 1, 2022

Bryan M. Davis, Esq.
Jimerson Birr, P.A.
One Independent Drive, Suite 1400
Jacksonville, Florida 32202

**Re: Hammond Forest Homeowners Association, Inc., Approval;
Determination Number: 22120**

Dear Mr. Davis:

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

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

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

Sincerely,

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

JDS/bp/rm

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

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Bryan M. Davis, Esq.
July 1, 2022
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NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

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

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

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

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