

Prepared by
Alexandra M. Amador, Esq.
McCabe Law Group, P.A.
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

REVIVED
HARBOUR WOODS – PHASE ONE
COVENANTS AND RESTRICTIONS

THIS REVIVED Declaration of Covenants and Restrictions is made this 27 day of October, 2016 by Harbour Woods Civic Association, Inc. a Florida not-for-profit corporation, hereinafter referred to as “Association.”

- A. Millan Builders, Inc., a corporation, and Robert O. Rowell Co., a corporation, (hereinafter jointly referred to as the “Developer”), recorded that certain Harbour Woods – Phase One Covenants and Restrictions in Official Records Book 4855, Page 453, et seq. (the “Previous Declaration”) subjecting to the terms thereof property in Duval County, Florida, more particularly described as Harbour Woods Phase One, as same appears in Plat Book 35, page 55, of the public records of Duval County, Florida
- B. The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act.
- C. The organizing committee of Harbour Woods Civic Association Inc., consisting of:

<u>Name</u>	<u>Address</u>
Cliff Jakes	4422 Honeytree Lane E., Jacksonville, FL 32225
Edna Little	11315 Woodsong Loop S., Jacksonville, FL 32225
Ron Nogas	11402 Woodsong Loop S., Jacksonville, FL 32225
Tony Turrin	11451 Woodsong Loop S., Jacksonville, FL 32225

does hereby submit the covenants and restrictions of Harbour Woods-Phase One, pursuant to Section 720.403, Florida Statutes, hereinafter defined as the “Revived Declaration.”

- D. The Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes.
- E. The voting interest of each parcel Owner under this Revived Declaration is the same as the voting interest of the parcel Owner under the Previous Declaration. The proportional assessment obligation of each parcel Owner under this Revived Declaration shall be the same as the proportional assessment obligation of the parcel Owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Prior Declaration for Harbour Woods Phase One, and as follows:

WHEREAS, Millan Builders, Inc., a corporation, and Robert O. Rowell Co., a corporation, (hereinafter jointly referred to as the “Developer”), are the owners of the property in Duval County,

Florida, more particularly described as Harbour Woods Phase One, as same appears in Plat Book 35, page 55, of the public records of Duval County, Florida, and

WHEREAS, said Developer, in developing said subdivision known as Harbour Woods Phase One, is desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land here by restricted;

NOW, THEREFORE, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in said plat being hereinafter sometimes referred to as "said land," and the undersigned Developer does hereby place upon said land the following covenants and restrictions, to run with the title to said land, and grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or partitions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, as follows:

(1) SINGLE FAMILY RESIDENCE ONLY; TWO STORIES LIMIT: The lots shown on said plat shall be used for single family residential purposes only. No structure shall be erected or permitted to remain on any lot other than one single family residence. Without the prior approval of the Developer, the height of the main residence on each lot shall be not more than two (2) full stories above the normal surface of the ground. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property.

(2) MOTORISTS' VISION TO REMAIN UNOBSTRUCTED: The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

(3) MINIMUM SQUARE FOOTAGE FOR ONE STORY HOUSE: No one-story residence shall be erected or allowed to remain on any lot unless the ground floor square foot are of the main residence, exclusive of screen porches, garages, storage rooms, and carports shall equal or exceed 1,600 square feet for three bedroom homes and 1,700 square feet for four bedroom homes.

(4) MINIMUM SQUARE FOOTAGE FOR OTHER THAN ONE STORY: No one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any lot unless the total floor area of all floors and levels of such residence, exclusive of screen or unscreened porches, garages and carports, and storage rooms, shall equal or exceed 1,700 square feet for three bedroom homes and 1,800 square feet for four bedroom homes with the ground floor area being no less than 1,000 square feet of the total area.

(5) OTHER STRUCTURES; UTILITY YARDS: The following building, structures and objects may be erected and maintained on the lot only if the same are located wholly within the main residence or wholly within a utility yard: Pens, yards and houses for pets, above-ground

storage or construction materials, wood, coal, oil and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tool and workshops, garbage and trash cans, detached garages and carports, and above-ground exterior air control equipment and other mechanical equipment and any other structures or objects of an unsightly nature or appearance. Each utility yard shall be walled, fenced or sufficiently landscaped with the entrance thereto screened, using materials and with a height and design and in such a manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obstructed view. Utility yard wall or fence shall not exceed six feet in height without the approval of the Developer.

(6) DETACHED STRUCTURE OUTSIDE UTILITY YARD: No detached outbuilding shall be erected or allowed to remain outside a utility yard on any part of any lot on said land. The term "detached outbuilding" as used in these covenants and restrictions, means any garage, carport, laundry room, tool or workshop, hothouse, greenhouse, guest house, children's playhouse, summerhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which extends more than 3 feet above the normal surface of the ground, and which is detached from the single family residence located or to be located on such lot.

(7) DETACHED STRUCTURE INSIDE UTILITY YARD: Any detached outbuilding may be erected and maintained within a utility yard, but any part of which extends above the top of the fence, wall, or landscaping enclosing such utility yard shall be subject to the approval of the Developer.

(a) SET BACK FOR ALL STRUCTURES: No building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed or allowed in the area of any lot lying between the front building restriction line of 25 feet and the access way or ways on which the lot abuts; or the rear building restriction line of 25 feet and the rear or back line of the lot; or nearer than seven and one-half feet to any interior side line of the lot.

(b) FENCES: A hedge, wood fence or wall which extends not more than 4 feet above the normal surface of the ground and any structure other than a hedge, wood fence or wall which extends not more than 3 feet above the normal surface of the ground may be erected, placed and allowed in any portion of said area which is located more than 3 feet from a side or rear line of the lot.

(c) NO STRUCTURE OR FENCES WITHIN EASEMENTS: No utility yard, fence, wall or any type or kind of permanent structure, hedge or planting other than grass shall be erected, allowed or placed within any of the areas designated on said plat or by deed restriction as easements running along interior side or rear lines. Same shall forthwith be removed by the lot owner if and when required or requested to do so by the Developer.

(d) As used in these covenants and restrictions the term "interior side line" refers to a lot side line which is not continuous to one or more access ways.

(8) ALL STRUCTURES TO BE APPROVED BY DEVELOPER: For the purpose of further insuring the development of said land as a residential area of highest quality and standards,

and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the building, structures and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed erected or allowed to remain on any lot, nor shall any addition to or exterior change, repainting, restraining, or alteration thereto be made unless and until building plans and specification covering same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the lot and approximate square footage, construction schedule, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Developer for approval such samples of building and finishing materials proposed to be used as the Developer shall specify and require. It shall not be necessary to submit plans and specifications to nor obtain the approval of the Developer for any detached outbuilding which is to be erected and maintained wholly within a utility yard.

(9) PARKING OF VEHICLES, BOATS, VANS, MOBILE HOMES, ETC.: All garages and carports not located within a utility yard shall have a capacity for at least two automobiles. No wheeled vehicles of any kind, boats, campers, trailers, or any other offensive objects may be kept or parked between the paved road and the residential structures. They may be so kept if completely inside a garage or carport attached to the main residence or within a utility yard. Private automobiles of the occupants may be parked in the driveway on the building plot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of the occupant may be parked in such driveway, and other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such utility yard.

(10) WINDOW AIR CONDITIONER: Unless prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building which faces an access way.

(11) COMPLETION OF COMMENCED CONSTRUCTION: When the construction of any building, alteration, remodeling, etc., is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after the start. During the construction on any lot, all vehicles involved in such construction, including those delivering material and supplies (except those trucks large or heavy enough to damage said driveways), shall enter upon such lot from the access way only at this location. Such vehicles shall not be parked at any time on the access way or ways or upon any property other than the lot on which the construction is proceeding.

(12) NO SHEDS, SHACKS OR TRAILERS: No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of a temporary construction shed or trailer during the period of actual construction of the main residence and other building permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

(13) RESIDING ONLY IN RESIDENCE: No trailer, basement, garage, or any outbuilding of any kind even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

(14) SIZE OF SIGNS: No sign or any character shall be displayed or placed upon any lot except "For Rent" or "For Sale" signs, which signs may refer only the particular premises on which displayed, and shall be of materials, size, color, height, and design specified by the Developer. The Developer may enter upon any building plot and summarily remove any signs which do not meet the provisions of this paragraph.

(15) COMMERCIAL SIGNS: Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

(16) AERIAL AND ANTENNAS: No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a lot or on any portion of any lot not occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer. The provisions of this paragraph 16 shall not apply to equipment or devices located wholly within a utility yard meeting the requirements.

(17) GARAGE INCINERATORS: No garbage or trash incinerator shall be placed or permitted to remain on a lot or any party thereof except within the utility yard. After the erection of any building on any lot, the owner shall keep and maintain on said lot covered garbage containers in which all garbage shall be kept until removed from the lot. Such garbage containers shall be kept at all times inside garage or within a utility yard.

(18) MAIL BOXES: No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, or magazines or similar material shall be erected or located on any lot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved by the Developer.

(19) PETS: Not more than two dogs, or two cats, or four birds (excluding parrots), or four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the lot. All pets shall be kept caged, penned, or leashed at all times.

(20) NO OFFENSIVE ACTIVITIES: No illegal, noxious or offensive activity shall be permitted, or carried on, on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, water material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land and access ways or street pavement except as provided in paragraph 17 hereof.

(21) WELL LIMITATION; WATER SUPPLY: The central water supply system, Artesia Utilities, Inc. its successors or assigns, provided for the service of said land shall be used as the sole source of water for the water spigots and outlets located within all buildings and improvements located on each building plot. Each property owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any building plot except solely for use to supply water for use on the building plot for air-conditioning and heating installations.

(22) SEWAGE DISPOSAL: The central sewerage collection system, Artesian Utilities, Inc., its successors or assigns, shall provide services so as to comply with the requirements, standards and recommendations of Duval County Health Department. Each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any lands and no sewage shall be discharged onto the open ground, drainage ditch or access way. The Franchise Owner and/or Artesian Utilities, Inc., may discontinue service of water and/or sewage disposal to any lot for non-payment of either service whether such non-paid bill was incurred by the present or prior owners or occupants of such lots receiving service.

(23) UTILITY COMPANY FURNISHING WATER & SEWAGE DISPOSAL: Service Agreement between the water and sewerage disposal utility company, Artesian Utilities, Inc., and this Developer relative to water and sewer rates, usage of private wells, prohibition of septic tanks setting forth both obligations and rights of said utility company, and the lot owners served by said utilities, are set forth in documents recorded in Official Records Volume 4841, Page 74 through

85. All lots included in this plat are subject to the rights, privileges and obligations as more particularly set forth in such document.

(24) UTILITY EASEMENT ON SIDES AND REAR OF LOTS: The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in over and under a 5 foot strip at the back of each lot and on, in, over and under a 5 foot strip along the interior side lot lines of each lot showing easement on said plat or as may be contained in a deed to such lot, and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 24. The owners of the lot subject to the *privileges, rights and easements* referred to in this paragraph 24 shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

(25) CARE OF LOTS: The owner of each building plot, whether such plot be improved or unimproved, shall keep such plot free of dead trees, dangerous dead tree limbs, trash and rubbish, and shall keep such plot at all times in an attractive condition. In the event the owner of any building plot fails to comply, the Developer shall have the right, but no obligation, to go upon such building plot to cut and remove undergrowth, rubbish, and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in an attractive condition all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand. The judgment of the Developer with respect to this paragraph shall be accepted as final.

(26) DEVELOPER MAY CORRECT VIOLATIONS: Wherever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

(27) APPROVAL OF DEVELOPER: Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same

has been submitted to and approval in writing by the Developer. In the event the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained. Developer as referred to in this paragraph 27 requiring written consent of same shall be one signature by Millan Builders, Inc., and one signature by Robert C. Rowell Co.

(28) DEVELOPER MAY DESIGNATE A SUBSTITUTE: The Developer shall have the sole and exclusive right of any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provision of said plat. If at any time hereafter there shall be no person, firm or corporation 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 shown on said plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

(29) AMENDMENT OR ADDITIONAL RESTRICTIONS: The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general 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 applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violations to be a minor or insubstantial violation.

(30) AMENDMENT OF RESTRICTIONS WITH CONSENT OF OWNERS: In addition to the rights of the Developer provided for in paragraph 29 hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 75 percent or more of the platted lots shown on the plat of Harbour Woods Phase One, to amend alter these covenants and restrictions and any parts thereof in any other respects. No property owner, without the prior written consent and approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Harbour Woods Phase One.

(31) RESTRICTIONS EFFECTIVE PERIOD: The covenants and restrictions, as amended and added to from time to time, shall be 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, 2005, and thereafter be automatically extended for successive

periods of 10 years, unless an instrument signed by a majority of the owners of the lots have been recorded agreeing to change said covenants in whole or in part.

(32) LEGAL ACTION ON VIOLATION: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 32 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, 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 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 to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violation or in damage suits thereof. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining restrictions or part thereof.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the 29 day of OCTOBER, 2016.

Signed, sealed and delivered in the presence of:

HARBOUR WOODS CIVIC ASSOCIATION, INC

[Handwritten Signature]

By: DOUGLAS D McCAFFRESS
Its: President

Gary M. Gann
Witness
GARY M. GANN

Pamela Burchard
Pamela Burchard

Attest: JoAnn Mynatt
Secretary JOANN MYNATT

Witness

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of October, 2016, by Douglas D. McCandless as President of Harbour Woods Civic Association, Inc., a Florida corporation, on behalf of the corporation.

Vicki C Harris

Notary Public, State of Florida

At Large

My commission expires: 11-4-18

(Notary Seal)

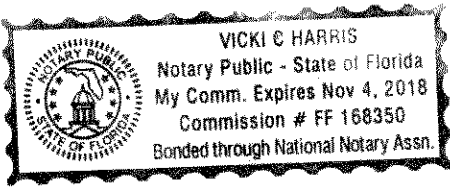


Exhibit A

(Parcels Subject to Governing Documents)
HARBOUR WOODS UNIT ONE (PHASE ONE)

<u>Parcel Address</u>	<u>Legal Description</u>	<u>Owners</u>
4449 Honeytree Lane E.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 10 Blk 5	Timberlake, Chad Alan Timberlake, Britany Benson
4441 Honeytree Lane E.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 9 Blk 5	Struebling, Patricia A. B/E
4433 Honeytree Lane E.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 8 blk5	Payne, Tonya Payne, Andrew Charles
4425 Honeytree Lane E.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 7 Blk 5	Tschimpke, Glenn Tschimpke, Sheryl
4446 Honeytree Lane E.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 1 Blk 4 O/R BK 5158-238	Bruner, David H.
4438 Honeytree Lane E.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 2 Blk 4	Dukes, James G. Jr. Dukes, Caroline
4430 Honeytree Lane E.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 3 Blk 4	Ellison, Charles T. Ellison, Trena D.
4422 Honeytree Lane E.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 4 Blk 4	Jakes, Clifford W. Jakes, Monica J.
11537 Woodsong Inlet Dr.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 6 Blk 1	Wagner, Timothy Wagner, Christy
11540 Woodsong Inlet Dr.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 1 Blk 2	Smith, Nathanael Smith, Holly
4426 Woodsong Loop W.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 16 (Ex N 10 Ft.) Blk 3	Blauser, John R. Blauser, Katherine L.

4418 Woodsong Loop W.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 15 Blk 3	Muller, Kathleen O. Estate ET AL Sadler, Kimberly T. T/C c/o Kimberly A. Sadler
4423 Woodsong Loop W.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 7 Blk 4	Meissner, Ryan K, Meissner, Brittney L.
4426 Fulton Road	36-55 50-1S-28E Harbour Woods Unit 1 Lot 6 Blk 2	Heine, Joffrey B.
4432 Fulton Road	36-55 50-1S-28E Harbour Woods Unit 1 Lot 5 Blk2	Smith, Brandon J. Smith, Rachel Y.
4506 Fulton Road	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 4 S 2.7 Ft Lot 3 Blk 2	Ley, Mary Shannon
4512 Fulton Road	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 3 (Ex S 2.7 Ft.) Blk 2	Cooke, James J.
4520 Fulton Road	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 2 Blk 2	Royce, Owen H. Royce, Lesley J.
4614 Fulton Road	36-55 49-1S-28E Harbour Woods Unit 1 Lot 5 Blk 1	Bryan, Robert Bryan, Lisa
4628 Fulton Road	36-55 49-1S-28E Harbour Woods Unit 1 Lot 4 Blk 1	2012C Property Holdings LLC 315 W. Town Place Suite 2 St. Augustine, FL
4636 Fulton Road	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 3 Blk 1 O/R Bk 5927-1194	Iturra, Louis A.
4642 Fulton Road	30-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 2 Blk 1	Grassi, Christine M. Grassi, Christopher F.
4650 Fulton Road	36-55 49-1S-28E Harbour Woods Unit 1 Lot 1 Blk 1	Wisely, Robert Wisely Kelly J.
11537 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 7 Blk 2	Gibson, Harold A. Jr. Gibson, Christina E.
11540 Woodsong Loop S.	36-55 49-1S-28E Harbour woods Unit 1	Floyd, Carolyn Y.

11513 Woodsong Loop S.	Lot 1 Blk 3 36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 8 Blk 2	Leddy, Michael H. Leddy, Susan M.
11516 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 2 Blk 3	Sandstrom, Thomas J.
11504 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 3 Blk 3	Hillard, James C. Hillard, Carol Ann
11461 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 1 Blk 5	Dahlgren, Thomas R. Dahlgren, Christina M.
11464 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 4 Blk 3	Dross, John E. Dross, Marcilla B.
11451 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 2 Blk 5	Turrin, Anthony F. Smith, Kelly J.
11454 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 5 Blk 3	Lazarski, Matthew R.
11440 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 6 Blk 3	Johnson, Jeremiah Johnson, Angela
11437 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 3 Blk 5	Revocable Joint Trust Agreement and Declaration of Perry, Robert M. Jr.
11428 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 7 Blk 3	Elledge, James R. Elledge, Suzanne B.
11425 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 4 Blk 5	Noell, Brian D. Noell, Rachel L.
11414 Woodsong Loop S.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 8 (Ex W 5 Ft) Blk 3	Messer, William Messer, Melanie
11411 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 5 Blk 5	Jackson, Elaine Ford

11402 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 W 55 Ft Lot 8, Lot 9 Blk 3	Nogas, Ronald A. Nogas, Mary C.
11355 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 6 Blk 5 O/R Bk 6589-1598	Rouse, James W. Jr. Rouse, Ginger K.
11356 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 10 Blk 3	Hawkins, Dominique Hawkins, Thomas
11342 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 11 Blk 3 O/R Bk 4803-288	Faulconer, Fred J. Faulconer, Alta M.
11330 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 12 Blk 3	Papiernik, Christopher E. Papiernik, Jann K.
11327 Woodsong Loop S.	36-55 49-1S-28E 50-1S-28E Harbour Woods Unit 1 Lot 5 Blk 4	Guthrie, Joseph M. Guthrie, Eleanora J.
11318 Woodsong Loop S.	36-55 49-1S-28E Harbour Woods Unit 1 Lot 13 Blk 3	Whisnant, John C. Sr. Whisnant, Cheryl T.
11315 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 6 Blk 4	Little, Edna F.
11306 Woodsong Loop S.	36-55 50-1S-28E Harbour Woods Unit 1 Lot 14 Blk 3	Franciskato, Maria Andrea Sorrrells, Daniel

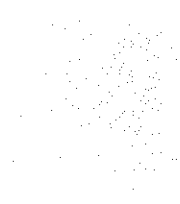


Exhibit B
(Plat / Graphic Depiction of Property)



Exhibit C
(Articles of Incorporation)

765502

FILED

OCT 21 2 33 PM '82

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

HARBOUR WOODS CIVIC ASSOCIATION, INC.
(a corporation not for profit)

We, the undersigned, hereby make, subscribe, acknowledge and file these Articles of Incorporation for the purpose of becoming a corporation not for profit under the laws of the State of Florida, and do hereby certify that we have become such corporation under and pursuant to the following Articles of Incorporation and Chapter 617, Florida Statutes.

ARTICLE I

The name of the corporation is the HARBOUR WOODS CIVIC ASSOCIATION, INC. The corporation is formed to engage in business or activity under the laws of the United States and of the State of Florida, but not for pecuniary profit. The corporation will be in perpetual existence.

ARTICLE II

The purpose of the corporation is to further the common good and general welfare of the people of the Harbour Woods Community by bringing about civic betterment and social improvements in the following ways:

- A. To foster and encourage community interest and to promote collective community functions in accordance with the association membership.
- B. To receive, consider, and act upon suggestions and recommendations from the members of said association.
- C. To obtain current information of a factual nature on the status of property development, maintenance, and other matters affecting the interest of the members.

- D. To represent its members and make recommendations to responsible City, County, and State officials or organizations on needs pertaining to the overall residents of Harbour Woods; such as zoning and other municipal matters.
- E. To encourage the residents to abide by the recorded covenants and restrictions running with the land in Harbour Woods.

ARTICLE III

The initial street address of the principal office of this corporation shall be 4425 Honey Tree Lane E., Jacksonville, Florida 32225., And the registered agent at that address is: RITA J. BACI.

ARTICLE IV

Any adult resident, property owners and lessees residing in Harbour Woods, who supports the purpose of this organization and who meets the approval of the corporation and the qualifications prescribed by the By-Laws shall be eligible for membership in the corporation.

ARTICLE V

The number of officers of this corporation shall be four (4). That number may be increased, but not diminished to less than (3) from time to time by the By-Laws adopted by the members.

The names and addresses of the Corporation officers and subscribers hereto who, subject to the provisions of this Certificate of Incorporation, the By-Laws of this Corporation and the laws of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

President

James H. Lucas
11451 Woodsong Loop South
Jacksonville, Florida 32225

Vice President

Jimmy H. Fike
11428 Woodsong Loop South
Jacksonville, Florida 32225

Secretary

Rita J. Bací
4425 Honey Tree Lane East
Jacksonville, Florida 32225

Treasurer

Karen M. Buck
4430 Honey Tree Lane East
Jacksonville, Florida 32225

ARTICLE VI

The business and affairs of the corporation shall be conducted by an elected Board of Directors. Officers may be nominated by any association member and shall be voted on by the entire membership. They shall serve for one-year terms with option for renewal. The members of the Board of Directors shall include the President, Vice President, Secretary and Treasurer, and other such officers or agents as may be deemed necessary. Each of the officers shall perform the customary duties of his office as provided by the By-Laws of the corporation.

ARTICLE VII

The By-Laws of the Corporation have been adopted by a two-thirds vote of the members, and shall further be altered or rescinded as necessary, only by a two-thirds vote of the members.

ARTICLE VIII

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law, and all rights conferred on the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, We, the undersigned, subscribing incorporators, have hereunto set our hands this 12 day of October, A.D., 1982, for the purpose of forming this corporation not for profit under the laws of the State of Florida; and we hereby make and file, in the office of the Secretary of State of the State of Florida, these Articles of Incorporation and certify that the facts herein stated are true.

Louis N. Bunk Treasurer

Lita J. Bain Secretary


[Signature] Vice President

[Signature] President

STATE OF FLORIDA }
COUNTY OF DUVAL } SS.

Before me, personally appeared James H. Lucas, Jimmy H. Fite, Rita J. Baci, and Karen H. Buck, to me well known to be the individuals described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 12 day of October
A.D., 1982.



Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires July 9, 1983

Exhibit D
(Bylaws)

BY-LAWS OF THE
HARBOUR WOODS CIVIC ASSOCIATION, INC.

ARTICLE I

Title

The name of this organization shall be Harbour Woods Civic Association, Inc., hereinafter referred to as "The Association", and its principal office shall be located at Harbour Woods Community, Jacksonville, Florida.

ARTICLE II

Purpose

The purposes of the Association shall be as follows:

- A. To foster and encourage community interest and to promote collective community functions. To sponsor recreational activities for all members and their families in accordance with the desires and regulations instituted by the Association membership;
- B. To receive, consider and act upon suggestions and recommendations from members of said Association;
- C. To obtain current information, of a factual nature, on the status of property development, maintenance, and other matters affecting the interest of members, and to disseminate this information to the membership; and
- D. To represent and make recommendations to responsible city, county and state officials or organizations on needs pertaining to the overall residents of Harbour Woods, such as zoning and other municipal matters;
- E. To require compliance with the covenants and restrictions set forth with respect to Harbour Woods subdivision as provided in Article VIII.

ARTICLE III

Organization and Administration

Section I -- Organization

- A. The business and affairs of the Association shall be conducted by an elected Board of Directors (hereinafter referred to as the "Board"), to consist of eight (8) Association members in good standing, who shall be elected by the members in accordance with these By-Laws.
- B. The members of the Board shall include the President, Vice President, Secretary, and Treasurer of the Association, as well as the respective Chairmen of the following standing committees: Recreational/Social, Membership/Hospitality, Community Improvement, and Covenants and Restrictions.
- C. The Board shall control the property, both real and personal, of the Association and be responsible for over-all operation and administration. Committees shall carry out their respective responsibilities under the direction of the Board. The Board shall authorize the expenditure of all funds required for the development,

maintenance, and operation of all Association facilities and activities as set forth under Article VI (Finance).

- D. The term of office of Board members will be one (1) year. Officers may be re-elected for a second term, but may not serve more than two (2) consecutive years in the same office. Board members will take office not later than November 1, with their term running through October 31.
- E. Any member of the Board who shall absent himself from three (3) consecutive regular meetings of the Board, without rendering an acceptable reason to the Board for such absence, shall be deemed to have resigned from said Board.
- F. Any member of the Board considered derelict by the Board in his duties, may be removed from office by the following procedure:
 - 1. Such person shall be requested to appear before the Board, having been advised no less than ten (10) days prior to the meeting. Written notice shall include the time and place, and reasons for being considered derelict in his duties.
 - 2. If the person fails to appear at the time and place without valid excuse, the Board may proceed and may reach its conclusion in his absence.
 - 3. Should the person be found derelict by a quorum (5 out of 8) vote of the Board, he may be removed from office.
 - 4. Any person so removed shall have the right of appeal to the general membership at a meeting of the Association, called in accordance with Article III, Section 5.
- G. Any member of the Board considered derelict by the general membership in his duties, may be removed from office by the following procedure:
 - 1. A general meeting shall be called in accordance with Article III, Section 5.
 - 2. Such person shall be requested to appear before the general membership and will be provided the opportunity to speak in his behalf.
 - 3. If the person fails to appear at the time and place without valid excuse, the general membership may proceed and may reach its conclusion in his absence.
 - 4. If there is 2/3 vote, of the membership present, for (in favor of) his removal, providing there is a quorum, he shall be removed from office.
- H. It shall be the policy of the Association that all committeemen, both members of the Board and members of other committees hereinafter designated, will serve without salaries and that Board members may not serve the same elected office more than two (2) consecutive years.
- I. Necessary expenses incurred from the conduct of Association business and committee duties may be reimbursed, subject to the approval of the Board. These said expenses shall be enumerated in detail in an annual report to the

Association membership. All salaries paid to any employee of the Association shall be fixed and approved by a majority vote of the Board, prior to obligation of said expenses.

- J. The election of officers shall be in accordance with Article V, and the duties of officers in accordance with Section 2, below.

Section 2 – Duties

President

- A. The President shall be the principal executive officer of the Association.
- B. He shall preside at all meetings of the Association membership and the Board.
- C. He shall, with one other Board member, sign all obligations and contracts subject to the prior approval of the majority of the Board members.
- D. The President shall, at the quarterly meetings of the Association, submit a report upon the affairs of the Association, with such suggestions as he may deem necessary and proper. This report shall be submitted to the Board for its approval prior to the date of this meeting.
- E. The President or his designee shall be responsible for attending civic functions related to the Association needs and purpose (such as the Greater Arlington Civic Council meetings, etc.)

Vice President

- A. In the absence of the President, the Vice-President shall assume the powers and duties of the President.

Secretary

- A. The Secretary shall give notice of all meetings of the Association, and be responsible for keeping the minutes of all such meetings.
- B. He shall be responsible for conducting the correspondence the correspondence of the Association and keeping of its records

Treasurer

- A. The Treasurer shall, under the direction of the Board, collect and disburse the funds of the Association. He shall report, at each regular meeting of the membership and Board, the financial condition of the Association. At the quarterly meetings he shall prepare statements which present clearly, and exhibit in detail, the receipts and expenditures of the preceding quarter-year. He shall report the balance of money on hand, status of approved budgets, and the existing debts of the Association. The fiscal year shall be July 1 through June 30.

Section 3 – Disability

- A. During any temporary absence or disability of the Vice President, Secretary, or Treasurer, the President (or officer pro tem) may designate and appoint any member of the Board to serve as Acting Vice President, Acting Secretary or Acting Treasurer during such temporary absence or disability.

- B. Such person, so designated and appointed, shall have full power and authority to perform all of the duties of the Vice President, Secretary or Treasurer.

Section 4 – Committees

- A. Annually, in October, the membership of the Association shall elect the Chairman of the following standing committees and of such committees as may be necessary or desirable.
- B. In the interim, other committees may be elected by the Association membership or appointed by the Board as deemed necessary.
- C. The standing committees shall each consist of not less than three (3) members (including the Chairman), the number to be fixed by the Board.

Recreational/Social Committee

This committee shall be responsible for the planning, development and operation of all recreational activities; and shall be responsible for planning all social activities sponsored by and for the Association.

Membership/Hospitality Committee

This committee shall be responsible for the coordination and implementation of the following activities:

- 1. Welcoming new residents.
- 2. Conveying community information and covenant data to new residents.
- 3. Promoting Association membership of all Harbour Woods residents.
- 4. Inviting new residents to the next meeting of the Association and introducing them at such meeting.
- 5. Maintaining a neighbor assistance program, part of which would be to maintain current information on all neighbors for use in publishing a neighborhood directory.

Community Improvement Committee

This committee shall be responsible for the coordination and implementation of the following activities:

- 1. Improving the appearance of the community by plantings or other projects of an aesthetic nature.
- 2. Insuring the safety and best interest of Harbour Woods residents, in cooperation with authorities of Jacksonville and other agencies who may have jurisdiction or helpful information regarding maintenance and improvement of facilities in the community; and
- 3. Obtaining and disseminating information about surrounding area zoning and land use and the proper maintenance of homes and grounds which may be of general interest to members of the Association, especially in response to queries from members, including the Covenants and Restrictions.

Covenants and Restrictions Committee

This committee shall be responsible for pursuing to a satisfactory conclusion all legitimate complaints of Covenant violations as may be brought to the committee's attention. Any enforcement by this committee shall be brought before the Board for approval. It shall also be the committee responsible for processing requested residential improvements for subsequent approval by the Board.

Section 5 – Meetings

- A. Quarterly meetings of the Association membership shall be held in the second week in the months of October, January, April, and July, unless another date is designated by the Board.
- B. The Secretary shall send written notice to each Association member of the time and place of meeting and slate of candidates at least ten (10) days prior to the meeting.
- C. Meetings of the Association membership shall be conducted in accordance with parliamentary procedure, as specified in "Roberts Rules of Order".
- D. A quorum for meetings of the Association shall be 10% (one tenth) of the entire membership in good standing.
- E. If a quorum fails to attend at the time and place of the meeting, those who do attend may adjourn until the time at which a meeting can be regularly constituted; as soon as possible.
- F. At all meetings of the Association, each membership of record shall be entitled to two (2) votes. Any member may exercise his right to vote by written proxy in a form acceptable to the Board of Directors. Written proxies may be conveyed from and to Association members in good standing only.
- G. Other special meetings of the Association membership may be called after seven (7) days notice, as deemed necessary by the Board, or by request in writing of ten (10) percent of the membership to the Secretary.
- H. All objectives and purposes of such meetings shall be stated in the notice of time and place of meeting, sent to each member. New business may be brought up and discussed, but not disposed of until proper notification of all members.
- I. Meetings of the Board shall be held whenever deemed necessary by the President or a majority of the Board members. There shall be a minimum of six (6) Board meetings per year.
- J. A quorum for Board meetings shall be five (5) members of the Board.

ARTICLE IV

Membership Privileges and Obligations

Section 1 – Qualifications

Membership in the Harbour Woods Civic Association, Inc. is limited to the Harbour Woods Community (as described on the Harbour Woods Plat) residents only.

Membership shall be available and is restricted to all adult property owners or lessors and their spouses, upon payment of annual dues.

Section 2 – Dues

All members will pay their dues as recommended by the Board and approved by the membership. In order to encourage new residents to become members of the Association after the fiscal year is underway, dues will be prorated from date of occupancy.

Section 3 – Termination of Membership

- A. Termination of membership shall be automatic upon sale of residence in Harbour Woods Community.
- B. Any member may resign by written notification to the Secretary of the Association.

ARTICLE V

Elections

- A. Once each year in July, a nominating committee of five (5) will be elected by the general membership.
- B. The newly elected nominating committee will submit a slate of candidates to the full membership of the Association, said slate to include at least one (1) candidate for each position on the Board.
- C. No person may be submitted as a candidate without his or her prior consent.
- D. Each Board position will be filled by a 2/3-majority vote, provided a quorum is present.
- E. The order of election will be President, Vice President, Secretary and Treasurer, Recreation/Social, Membership/Hospitality, Community Improvement, and Covenants and Restrictions Committee Chairmen.
- F. In the event that a vacancy occurs on the Board between annual elections, the Board will appoint a member of the Association to serve the unexpired term of office.

ARTICLE VI

Finance

- A. The funds of the Association shall be deposited in such bank or depository as the Board shall designate and shall be withdrawn only upon the check or order of the Association, countersigned by the Treasurer and either the President or Secretary. Funds deemed by the Board to be in excess of current operating requirements shall be deposited in an interest bearing account subject to transfer or withdrawal only upon formal resolution of the Board.

- B. The President, Vice President and Treasurer of the Association shall be properly bonded when deemed appropriate by the Board or the membership. Premiums for such bonds to be paid by the Association.
- C. At the annual meeting, a budget for the coming fiscal year will be presented by the Board for the approval of the Association.
- D. The financial books of the Association shall be audited at the discretion of the Board and at least once a year.

ARTICLE VII

Amendments to By-Laws

- A. These By-Laws may be amended by a 2/3 majority affirmative vote of members, who are represented in person and/or written proxy, at any meeting of the Association at which there is a quorum present; provided that a copy of the proposed amendment shall have been delivered to each member not less than thirty (30) days prior to said meeting, and that his vote thereon, to be cast in person or by written proxy, shall have been requested.
- B. Upon adoption of said amendment, the Secretary shall furnish to each member a copy of the adopted amendment, which shall also indicate the date of adoption.

ARTICLE VIII

Covenants and Restrictions

Each member, by paying his dues in the Association, authorizes and directs the Association and its officers and directors to act as his or her agent in enforcing and requiring compliance by all property owners with the Covenants and Restrictions adopted by the developer and recorded at the Office of the Clerk of the Circuit Court of Duval County, Florida and in the Official Records of Duval County, Florida. Such authorization does not, in any way, limit a member's individual right as a property owner to enforce said Covenants and Restrictions in his personal capacity, nor does it compel the Association to legally enforce said Covenants and Restrictions; unless directed by a 75% vote of the full membership of the Association, except for the offending party or parties. The Association shall use all reasonable means available for enforcing said Covenants and Restrictions, including the initiation of a suit for temporary and/or permanent injunction and restraining order if necessary to compel compliance, or any other legal remedy which it may have.

ARTICLE IX

The use of the male gender in these By-Laws shall pertain to and have equal meaning for the male and female gender.

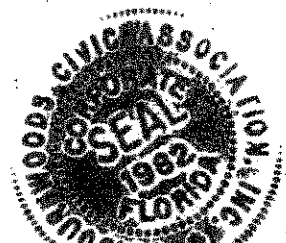
AMENDMENT 2004-07-24-01

The Architectural Review Committee shall be added to the list of standing committees. This committee will be responsible for the processing requested residential improvements for subsequent approval by the Board. The chairperson on the committee shall be a member of the Board of Directors.

ARCHITECTURAL REVIEW COMMITTEE

This Committee shall be responsible for reviewing requests from property owners seeking, to make changes to the structure or grounds, as per article (8) in the Covenants and Restrictions.

1. This Committee will consist of no less than (5) Members, including the Chairperson.
 - a. Committee Members may not be Association Officers or Chairperson of the C&R Committee.
2. The Committee Chairperson is responsible for providing the HWCA Board with the ARC Members recommendation for approval or disapproval.
3. The Committee Members may give the Chairperson the Authority to approve minor changes by consulting only (3) Committee Members, including the Chairperson, example, repainting structures or trim with minor color changes. All other request requires consulting at least five (5) committee members.



4. In cases where a request is disapproved, the property owner has the right to appeal the ARC Committee's decision to the ARC Review Board. The ARC Review Board consists of four (4) Association Officers plus the Chairperson of the C&R Committee. If the ARC Review Board disapproves the request, the property owner has the right to request a vote of the membership at the next General Membership Meeting.
5. Voting by the ARC Review Board and Membership will be by ballot.



AMENDMENT 2004-07-24-02

The term of office of all members of the Board of Directors shall be two (2) years. Board members may be re-elected for a second term, but may not serve more than two (2) consecutive terms in the same office.

Elections shall be held in odd numbered years to fill the positions of:

- President
- Secretary
- Architectural Review Committee Chairperson
- Membership / Hospitality Committee Chairperson
- Recreational / Social Committee Chairperson

Elections shall be held in even numbered years to fill the positions of:

- Vice President
- Treasurer
- Covenants and Restrictions Committee Chairperson
- Community Improvements Committee Chairperson

Officers now holding office will be considered as not having held office previously and will be eligible for full terms of office at the next elections.



Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-190

October 18, 2016

Alexandra M. Amador, Esq.
McCabe Law Group
111 Solana Road, Suite B
Ponte Vedra Beach, Florida 32082

Re: **Harbour Woods Civic Association, Inc.**

Dear Ms. Amador:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Harbour Woods Civic Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.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.

Alexandra M. Amador, Esq.
October 18, 2016
Page 2 of 3

FINAL ORDER NO. DEO-16-190

NOTICE OF ADMINISTRATIVE RIGHTS

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

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, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. 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 THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

Alexandra M. Amador, Esq.
October 18, 2016
Page 3 of 3

FINAL ORDER NO. DEO-16-190

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 18th day of October, 2016.



Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Alexandra M. Amador, Esq.
McCabe Law Group
111 Solana Road, Suite B
Ponte Vedra Beach, Florida 32082

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning