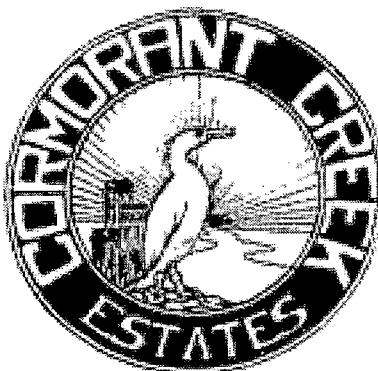




**FOURTH AMENDED DECLARATION AND RESTATEMENT OF THE COVENANTS AND RESTRICTIONS FOR  
CORMORANT CREEK ESTATES SUBDIVISION**

This Fourth Amended Declaration and Restatement of the Covenants and Restrictions for CORMORANT CREEK ESTATES, Unit One, as recorded in Plat Book 40, pages 68 & 68A, and Unit Two, as recorded in Plat Book 40, Pages 69 and 69A, and subsequently amended by that Amended Declaration of Covenants and Restrictions as recorded in OR Book 15839, Page 1020, and subsequently amend by that Second Amended Declaration of Covenants and Restrictions as recorded in OR Book 18801, Page 1967, , and subsequently amended by that Third Amended and Restatement Declaration of the Covenants and Restrictions as recorded in OR Book 20352, Page 2090, all of the Public Records of Duval County, Florida, is made this 30th day of October, 2024 ("Cormorant Creek Estates").

WITNESSETH:

WHEREAS, Cormorant Creek Estates is currently subject to and governed by that Third Amended Declaration and Restatement of the Covenants and Restrictions as recorded at Book 20352, Page 2020, of the Public Records of Duval County, Florida (the "Declaration"); and

WHEREAS, the Owners of the Lots in Cormorant Creek Estates have both a need and a desire to update and amend the Declaration to: Revise and amend the that Third Amended Declaration and Restatement of Covenants and Restrictions in order to comply with current Florida law.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by each and every present and subsequent Owner of the Lots in Cormorant Creek Estates, the Owners do hereby amend the Declaration by replacing it in its entirety with the following. This Fourth Amended and Restated Declaration (subsequently referred to herein as the "Declaration") shall be binding upon all Lot Owners and shall constitute Covenants and Restrictions running with the land or equitable servitudes upon the land, as the case may be, and shall exist in perpetuity until this Declaration is revoked and the Homeowners Association is terminated as provided herein. Both the burdens imposed and the benefits provided herein shall run with the title to each lot and associated dwelling/structures upon it.

*This replaces, supersedes and prevails over all prior versions of this Declaration.*

**ARTICLE I  
DEFINITIONS**

- 1.1 Articles: The Articles of Incorporation of the Association filed with the Secretary of State of Florida as amended from time to time.
- 1.2 Assessments: The collective term of the following charges:
  - a) General Assessment: The amount charged to each Member to meet the Association's annual budgeted expenses.
  - b) Special Assessment: A charge to each Member for capital improvements or emergency expenses.
  - c) Individual Lot Assessment: A charge to each Member's individual Lot for any charges confined to that Lot.
- 1.3 Association: The Cormorant Creek Estates Homeowners Association, Inc. and its successors and assignees (the "Association").
- 1.4 Cormorant Creek Estates: Cormorant Creek Estates Subdivision, Unit One, as recorded in Plat Book 40, Pages 68 and 68A, and Unit Two as recorded in Plat Book 40, Pages 69 and 69A of the Public Records of Duval County, Florida.
- 1.5 Board: The Board of Directors of the Association.
- 1.6 Committee: A group of three (3) or more Members serving as volunteers to assist with collecting information and making recommendations on issues of Architecture, Landscaping, Construction and Conflict Resolution between Owners. The Committee considers applications for approval and provides Owners with a written notice of approval, or when deemed necessary, refers the applications to the Board for consideration.
- 1.7 Declaration: This Declaration of Covenants and Restrictions for Cormorant Creek Estates and all supplements and amendments to this Declaration.
- 1.8 Lot: An area of land as shown on the Plat of Cormorant Creek Estates and defined in the Duval County Public Records as a "Lot" along with any improvements constructed on the Lot. Within Cormorant Creek Estates, a Lot contains a single-family dwelling and associated structures.
- 1.9 Member: A member of the Association. Each Owner is a Member.
- 1.10 Renter: A person or persons who lease or rent a home from an Owner and occupy it as their residence.
- 1.11 Owner: The record owner, whether one or more persons or entities, of the fee simple title to any Lot or a life estate in any Lot. "Owner" does not mean a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.
- 1.12 Address of Record: The Owner's address provided to and maintained by the Association.
- 1.13 Public Records: The Official Records of Duval County, Florida.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

- 2.1 Property: The property subject to this Declaration consists of the property shown on the Plat of Cormorant Creek Estates within the Duval County Public Records pages defined in the first Article I, Paragraph 4 of this Declaration. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated all of the terms of this Declaration.
- 2.2 Common Property: The Association, at this time, does not possess or intend to possess any common property. The two entrance areas and the six "islands" located within the roadways of Cormorant Creek Estates belong to the City of Jacksonville. The Association assumes the responsibility of maintaining

these areas in a safe and appealing manner. For the purposes of this Declaration, the two entrance areas and the six islands located within the roadways of Cormorant Creek Estates shall be referred to as "Common Areas".

2.3 Further Subdivision or Re-plat of Lots: Owners may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing within ten (10) days after a notice is given requesting the Owner's consent.

### **ARTICLE III ARCHITECTURAL REVIEW, LANDSCAPE AND CONSTRUCTION REQUIREMENTS**

#### **3.1 Committee:**

- a) Purpose: The Committee shall assure that the homes, accessory buildings, lawns, landscaping, swimming pools and other improvements within Cormorant Creek Estates remain harmonious.
- b) Composition: The Committee shall consist of three (3) or more persons selected by the Board. Members of the Committee shall serve at the pleasure of the Board and may be replaced at any time.

#### **3.2 Architectural Review Procedure:**

- a) Subject to Review: Construction, modifications or improvements on a residential lot affecting the external appearance of the lot must be approved in advance by the HOA Architectural Committee. This includes, but not limited to:
  1. Sheds and outbuildings, exterior painting, roof replacement
  2. Installation of antennas, satellite dishes/receivers, solar panels or other devices
  3. Construction of privacy walls, driveways, fences or gates
  4. Construction of fountains, swimming pools, whirlpools or other water features
  5. Installation of external window treatments or other outdoor ornamentation
  6. Installation of well for water source.
- b) Approval Not Required: Normal maintenance and replacement of existing structures with matching or similar materials or items are expected and permitted without further approval.
- c) Application: A written request must be submitted to the Committee stating the nature of the proposed improvement and providing reasons why this modification will not negatively impact the value of the surrounding properties. If applicable, a plan must be submitted with the request, and must include construction plans (sketch, drawing, architectural drawing, etc.) if applicable, location of proposed improvements, proposed clearing and landscaping, if applicable, and materials selections.
- d) Basis for Decision: In making its decisions, the Committee may in its sole discretion consider purely aesthetic matters affecting the desirability or suitability of the construction, modification, or improvement. The Committee will not be limited to the specific restrictions listed in this Declaration in making its decisions.

e) Disposition of Application: The Committee shall have up to one (1) week to approve an application, or to request additional information. If the Committee has not replied within the allotted time period, the application shall be presumed to have been approved. Any application, which deviates considerably from the guidelines followed by the Committee shall be referred to the Board for consideration and reviewed at the next regularly scheduled Board meeting. The Committee will make recommendations regarding applications before the Board; however, the Board will make the final decision.

f) Enforcement: If any construction, modification, or improvement on a Lot is undertaken, which has not been previously approved by the Committee or the Board, or which deviates from the approved plans, the Association may bring an action for specific performance, declaratory decree, or injunction and will be entitled to recover all costs of such action including attorneys' fees (before or at trial or on appeal). Each Owner shall also have the right to enforce these provisions. Failure to strictly enforce these provisions as to a particular violation or violations shall not be deemed as a waiver of the right to enforce these provisions thereafter.

3.3 Liability: The Committee shall not be liable to the applicant or to any other party for ensuring that the proposed plans comply with applicable building codes, that the plans will not result in defects in the improvements, or that construction is done in accordance with the plans.

3.4 Specific Restrictions: The following restrictions shall apply to all Lots.

a) Residential Building:

1) No building may be erected, placed, or permitted to remain on any Lot other than one (1) single-family dwelling (including an attached garage) and, if approved by the Committee, accessory buildings which do not serve as residential accommodations for anyone.

2) No dwelling shall be erected or placed on a Lot, which has an area of less than 1,800 square feet.

3) No dwelling shall exceed two-stories in height. The dwelling on each Lot must have a minimum of 1,800 square feet of floor space. Two-story dwellings must contain at least 1,000 square feet of floor space on the ground floor. "Floor space" means only livable areas, which are enclosed, heated and air-conditioned, and does not include garages, porches, terraces, patios and lanais (open or with screened enclosures).

4) No duplex residence, garage apartment or apartment house shall be erected, placed on or allowed to occupy a Lot.

5) No business or commercial building may be erected, placed on or allowed to occupy a Lot.

b) Building Restriction Lines: No dwelling shall be located nearer to the streets and adjacent Lots than the applicable building code requirements as set forth in law or regulation (i.e., no building shall be located on any Lot nearer than 25 feet to the front Lot line, nearer than 15 feet to any side

street line, nearer than 7 ½ feet to an interior Lot line, nearer than 10 feet to the rear Lot line, or closer than 15 feet from any existing dwelling). Each parcel shall be deemed to have only one front for purposes of determining the required front setback even if the parcel is bounded by a roadway or other easement on more than one side (e.g., a corner lot).

c) Easement Non-Interference: No structure, planting, or other material may be placed or permitted to remain on a Lot, which may damage or interfere with the Drainage Easement. Any easement area located upon a Lot shall be maintained by the Owner of the Lot, except for those easement areas where the maintenance of which is the responsibility of a public authority, utility, or the Association.

d) Utility Connections: Connections for all utilities, including but not limited to waste, sewage, electricity, telephone, computers and television, must be run underground from the connecting point to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Board. Wells may be installed only for irrigation purposes.

e) Garages: Each dwelling must have an enclosed garage to accommodate at least one (1) and not more than three (3) automobiles. No carports are permitted. No garage may be constructed separate and apart from the dwelling without the prior written consent of the Board. No garage may be permanently enclosed or converted to another use. All garages must have at least 200 square feet of floor space useable for parking automobiles. All garages must have an overhead door, which shall be maintained in functioning condition. For safety, security and esthetic purposes, it is recommended (not required) that garage doors be kept closed except when permitting persons or vehicles to enter or exit.

f) Driveways & Walkways: All Lots must have a permanent driveway (constructed of concrete, asphalt, pavers, or other approved materials) from the adjacent street to the garage. Walkways and driveways must be kept clean and free from algae and iron deposits and must be properly maintained to prevent safety issues. No walkway or driveway may be painted or stained. Nothing is to be stored on the driveway for more than 24 hours without the permission of the Board; for example, bicycles, garbage cans, chairs, tables, toys, recreational equipment.

g) Sheds & Outbuildings: All sheds and outbuildings must be approved by the HOA Architectural Committee prior to construction/placement. Restrictions for sheds include:

1. Height limit of 10 feet
2. Placement behind fence
3. Construction, finishes and paint color must be in harmony with existing structures and kept in good working order or removed from lot.

h) Pools and Play Facilities: All recreational facilities on a Lot including, and without limitation to swimming pools, hot tubs, and any other play or recreational structures, must be adequately isolated with a fence, wall or other means to prevent small children from entering the area unsupervised and becoming injured as required by the City of Jacksonville Building Code.

i) Fences: All new fences or walls shall be submitted to and approved by the Architectural Review Committee in advance for approval. No fence or wall shall extend beyond the front of the house. In the case of a corner lot, the side fence or wall must be flush with the side of the house. Fence

height shall not to exceed seven (7) feet from the ground. No hurricane or chain link fences are permitted. Fence materials may vary (natural wood, composite wood, wrought iron, or metal. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship, materials and harmony of design with existing structures within Cormorant Creek Estates.

j) Mailboxes: All mailboxes, newspaper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or other similar material shall be constructed and maintained to meet the U.S. Postal Service guidelines of acceptance.

k) Exterior Color and Materials: In no case shall exterior brick or stone be painted. All colors and materials for the dwelling, fences or other structures on a Lot must be approved by the Committee unless the Owner is using colors and materials equivalent to those currently in use within Cormorant Creek Estates for the same type of item (i.e., trim compared to existing trim colors, siding compared to existing siding colors, etc.). No exterior colors are permitted which are bold, obtrusive or glaring such that they would be construed as inappropriate or devaluing of other homeowner's property values.

l) Air Conditioning Units: No window or wall air conditioning unit may be placed on any Lot or affixed to the exterior of any building where it is visible from the street.

m) Antennae and Satellite Dishes: No antennae or satellite dishes will be placed in the yard, on a pole or otherwise, between the dwelling and the street. Owners must make every effort to place any installed antennae and/or satellite dishes as far to the rear portion of the dwelling as possible where reception can still be obtained.

n) Clothes Drying Area: No clotheslines or other facilities or apparatus for the drying of clothes outside a dwelling may be constructed or maintained on a Lot where it is visible from the street.

o) Signs: No signs of any kind shall be displayed to the public view within Cormorant Creek Estates without the prior written approval of the Board except:

- 1) Traffic or Directional signs installed by an appropriate governmental authority or the Board.
- 2) "Cormorant Creek Estates" identification signs at each entrance.
- 3) Neighborhood informational signs approved by the Board and located at entrance islands.
- 4) "For Sale" or "For Rent" signs displayed on a Lot by the Owner or Owner's agent, and not more than four (4) square feet in size.
- 5) Service provider signs used to advertise that business during the period of repair or construction on the Lot.
- 6) Address and Owner Name signs on the Owner's Lot.
- 7) "Garage Sale" signs only on the Owner's Lot for the day of the sale, and not to exceed two (2) days per month.

8) Political signs on the Owner's Lot two (2) months prior to an election, but must be removed within one week following the election. No more than one (1) sign per candidate is allowed per lot, and each must not be more than four (4) square feet in size.

9) No Owner may place any sign outside the perimeter of the Owner's lot.

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

3.6 Destruction or Damage Responsibility: Owners will be responsible for any and all damage within Cormorant Creek Estates caused by them, their employees, agents, invitees, guests, contractors, or subcontractors. Such responsibility will be both a personal obligation and an individual Lot Assessment upon such Owner's Lot.

3.7 Completion of Construction and Repairs: The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun, and promptly completed. The Committee or the Board may, as a condition of approval, impose a deadline to complete construction.

3.8 Trees: Trees shall not be cut down in a reckless and indiscriminate manner. An Owner shall take reasonable care to preserve, in good health, all trees on the Owner's Lot. Routine pruning and trimming of trees is permitted. No living trees with a diameter of three (3) inches or larger, when measured at a height of five feet above the natural grade, may be removed, cut down, or destroyed without prior approval from the Committee. Committee approval is not required if such tree is diseased, poses an immediate danger to life or property, or is so close to another tree that the branches are entangled.

#### **ARTICLE IV USE OF PROPERTY AND MAINTENANCE**

4.1 Residential Building Use: The following restrictions shall apply to all Lots.

- a) No building may be erected, placed, or permitted to remain on any Lot other than one (1) single-family dwelling (including an attached garage) and, if approved by the Committee, accessory buildings, which do not serve as residential accommodations for anyone.
- b) No duplex residence, garage apartment or apartment house shall be erected, placed on or allowed to occupy a Lot.
- c) No business or commercial building may be erected, placed on or allowed to occupy any Lot. It is understood that some people may work from within the confines of the home in which they reside (e.g., computer or phone-based activities). Such activities must not affect or change the exterior appearance of the home or Lot nor cause any increase in vehicular traffic in Cormorant Creek Estates. Other business or commercial activity is not permitted.

- d) No structures shall be erected or used as a hospital, sanitarium, church, religious or philanthropic institution.

4.2 Leasing and Renting: The leasing/renting (or other form of transfer of possession for consideration) of homes is permitted, but only under the following conditions:

- a) New homeowners must physically occupy new residence for a period of two (2) years before renting/leasing is permitted.
- b) Lease and rental contracts must include terms of not less than one (1) year.
- c) Homes may only be rented/leased as single-family dwellings.
- d) Homeowners with rental/leased properties must employ a yard service that properly treats for pests/weeds and maintains grass and vegetation in a healthy state. The same or an additional lawn service must properly mow and trim the lawn.
- e) Rental/leased homes must meet all requirements determined by HOA covenants. Homeowners are ultimately responsible for those expectations being met.

4.3 Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations or equipment of any kind shall be permitted upon or in any Lot.

4.4 Maintenance of Exteriors: Each Owner or Renter shall maintain and keep the exterior of their dwelling, all structures on the Owner's Lot, and any and all fixtures attached thereto in a safe, appealing and sightly manner at all times. If an Owner fails to undertake necessary repairs or maintenance, the Association shall serve the Owner with a "Notice of Violation" including a time frame in which the repairs or maintenance must be completed.

4.5 Landscaping and Lawn Care: The portions of a lot not covered by a structure, driveway or sidewalk, including all areas from the property line to the street, shall be landscaped and maintained by the owner in order to present a pleasing appearance that is harmonious with the remaining lots within Cormorant Creek Estates.

a) Landscaping and maintenance expectations include, but are not limited to:

1. No unpaved area of a lot shall be barren of grass or suitable ground cover.
2. Area between the sidewalk and street must be maintained with grass, approved ground cover, or plants/flowers no taller than 6 inches.
3. Owners are expected to take necessary steps to minimize weeds or other noxious vegetation while keeping grass and desired vegetation alive and healthy.
4. No lot shall be allowed to be taken over by weeds.
5. Grass shall be properly mowed and trimmed. No lot shall go without being mowed so that it negatively impacts surrounding home values or is offensive to other homeowners.
6. All landscaping abutting paved walks, driveways and curbs shall be properly edged.
7. Lots shall receive the appropriate amount of attention so that grass or vegetation will be not taken over by disease or pests such as, but not limited to, fungi, chinch bugs and/or sod webworms.
8. Flower beds and shrubbery areas shall be free of weeds and trimmed neatly.
9. Trees shall be maintained appropriately, trimmed when needed and removed when necessary. Tree removal must be approved by the HOA.
10. The lawn area needs to be properly irrigated to maintain health.

4.6 Trees: The debris from a fallen, damaged or removed tree must be cleaned up and disposed of, in its entirety, within a ten (10) day period of time unless such tree presents a danger to person or property. In such case immediate removal is required.

4.7 Garbage and Refuse: No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall be kept in sealed bags or containers and kept inside a garage or otherwise hidden from public view except on the night before and the morning of a scheduled pickup. Containers are to be returned to their storage area out of sight promptly after being emptied (not to exceed the end of that day). Leaves, clippings, branches, etc. generated during lawn maintenance shall likewise be kept out of public view until the night before and morning of a scheduled pickup. An exception is in the event of a storm or large tree cutting or trimming resulting in excess amounts of debris, which cannot be reasonably placed out of view. In such a case the large items (e.g., tree trunks, etc.) may be placed at the street for up to one (1) week until the scheduled pickup.

4.8 Recreational and Commercial Vehicles: No recreational vehicles, commercial vehicles, tractors, travel trailers, campers, motorized homes, boats or trailers of any type shall be permitted on any lot with the exceptions below:

- a) Any of the above listed vehicles must be parked inside a garage or behind a wall or fence where it is not easily visible from the street.
- b) Recreational vehicles, travel trailers, campers, motorized homes or boats may be parked in a driveway for a total of 48 consecutive hours for loading or unloading, but never for dwelling purposes.
- c) Service vehicles may be parked at a lot while service is being performed, but never overnight.
- d) Any extenuating circumstances that would necessitate exceptions to items b) or c) only, must be granted prior approval by the HOA Board.

4.9 Parking of Wheeled Vehicles and Boats: The rules governing the parking of vehicles in Cormorant Creek Estates are as follows:

- a) The parking of vehicles on the roadways of Cormorant Creek Estates is strictly prohibited, with some exceptions.
- b) Owners must park their private automobiles or private trucks, exclusive of all other vehicles, in the garage or in the driveway. There is no parking permitted in the non-paved area of a yard.
- c) Guests of Owners shall park their private automobiles or private trucks in the Owner's driveway. If space does not permit due to a large event hosted by the Owner, guests may temporarily park their vehicles in the street for a short period of time until the conclusion of the event, and in no case more than 24 consecutive hours. The repeated parking of guest vehicles in the street is strictly prohibited.
- d) Commercial (service) vehicles may be temporarily parked in a driveway or a street when necessary for providing services to an Owner, or for pickup and delivery services, but only while undertaking this activity, and never overnight.

- e) Recreational vehicles, tractors, travel trailers, campers, motorized homes, boats, or trailers may be parked in a driveway for up to a total of forty-eight ( 48) hours for loading and unloading purposes only, and never for dwelling purposes.
- f) No private automobiles, private trucks, recreational vehicles, tractors, travel trailers, campers, motorized homes, boats, or trailers of any kind may be parked in the roadways of Cormorant Creek Estates except for guest vehicles as stated in Section IV. 9 .c.
- g) No vehicles of any kind may be kept or parked between paved road and dwelling except in the driveway.
- h) No vehicles in a state of disrepair may be kept or parked where they are visible from the street.

4.10 Nuisances: No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity pursuant to the City of Jacksonville Code of Ordinances.

4.11 Animals and Pets: In no event may any animal be kept, raised, bred, or maintained on a Lot for commercial purposes. Owners may have common household pets such as dogs or cats provided, they care for the animal(s), have all current vaccinations and assure they do not become a nuisance or annoyance to other Owners. Each Owner is personally responsible for the behavior of their pets and must assure they do not run unattended through the neighborhood. City of Jacksonville leash laws must be adhered to when walking a pet outside the Owner's Lot. Each Owner will immediately collect and dispose of all waste and litter from their pets.

4.12 Window Treatments: Window treatments (i.e., shades, curtains, shutters, etc.), which are visible from the street shall be harmonious with other homes in the Association. Window coverings such as sheets, aluminum foil, etc., are strictly prohibited.

4.13 Holiday Decorations and Lighting: Holiday decorations and lighting are to be removed from the exterior of houses and yard areas as soon as practical, not to exceed thirty (30) days from the date of the holiday.

4.14 Soliciting: Soliciting within Cormorant Creek Estates is strictly prohibited with the exception of children's local fund-raising activities.

4.15 Easements: The Association reserves for itself and its successors and assigns the following perpetual easements:

- a) Utilities: Easements for ingress, egress, installation, replacement, repair and maintenance of all public and private utilities and conveniences upon all property subject to Public Utility Easements as shown on the Plat; across, over, through and under the Common Areas; and five (5) feet in width along the front, rear and sideline of each Lot.

b) Police Powers and Security: A blanket easement throughout Cormorant Creek Estates for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Association.

4.16 Pools and Spas: All pools and spas must be regularly maintained so that at all times they are free from algae and debris.

4.17 Yard Storage: No storage of materials and equipment on the front or side of a Lot, which is visible from the street, shall be permitted; for example, children's toys, exercise equipment, lumber and building materials (except during active construction).

## **ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING**

5.1 Existence and Membership: The Association shall be a Florida nonprofit corporation of perpetual existence. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

### 5.2 Voting Rights

- a) Cormorant Creek Estates Lot Owners are Members. Members shall be entitled to one (1) vote per Lot.
- b) Should a Member have ownership of more than one Lot, the Member shall be entitled to one (1) vote for each Lot owned.
- c) When more than one (1) person holds an interest in any Lot, all such persons shall be Members; however, the Members shall only be entitled to one (1) vote, and the Members must determine among themselves how the vote may be exercised.
- d) Corporations, limited liability companies, partnerships and other entities must notify the Association in writing, signed by their President or Vice President, of the natural person who will be considered authorized to exercise its vote (its "Voting Member"). If the corporation, limited liability company or partnership fails to provide notice, the voting rights for that Lot shall become null and void and that Lot's vote will not be considered in the quantity required for a quorum until such written notification is received by the Association Secretary.
- e) Notifications of a "Voting Member" will be valid until revoked or superseded by a subsequent notification, signed by all Owners of the Lot, or until a change in the Lot's ownership takes place.

### 5.3 Vote by Proxy:

- a) Votes may be taken in person or by written proxy signed by the voting Members.
- b) Proxies must be received by the Secretary by the date of the scheduled vote.
- c) A proxy is only valid for the particular election or meeting for which it is designated.

d) A proxy will be revoked and automatically cease upon conveyance of the Lot of the Voting Member.

5.4 Quorum: Actions of the Members: A Quorum is the minimum number of Voting Members ( or in the case of Board actions, members of the Board of Directors) who must participate either in person or by proxy in order for a vote to be considered valid. Quantities required for a Quorum within this Declaration are as follows:

- a) For the election, removal or replacement of a member of the Board of Directors, a Quorum shall consist of no less than 50% plus one (1) of the Members entitled to vote.
- b) For the adoption of the Annual Budget, amendment to the Budget, General Assessment, or Special Assessment, a Quorum shall consist of no less than 50% of the Members entitled to vote.
- c) For the modification, amendment or revocation of this Declaration, a Quorum shall consist of no less than 50% of the Members entitled to vote.
- d) For the approval of modification applications, or other general Board activities, a Quorum shall consist of no less than 50% plus one (1) of the Members entitled to vote.
- e) Once a quorum is obtained, the affirmative vote of 51 % of the voting interests present is required to take an action.

## **ARTICLE VI BOARD OF DIRECTORS AND OFFICERS**

6.1 Composition: The affairs of the Association will be governed by a Board of Directors of not less than five (5) and not more than nine (9) persons as determined by the Members. The Board will have an odd number of people to avoid voting ties. Its composition shall include a President, Vice President, Treasurer, Secretary and one (1), three (3) or five (5) other Board Members as needed. One person may not simultaneously hold more than one of these offices.

6.2 Term of Office: The term of office for a Member of the Board of Directors shall be for one (1) year commencing at the onset of each fiscal year. Directors shall always serve until their successors are duly elected, or until they resign or are removed.

6.3 Electing the Board of Directors, Officers: At each annual meeting, the Members will elect the Board of Directors and Officers to replace the Board Members and Officers whose terms of office are expiring.

6.4 Qualifications: Each Director must be a Member entitled to vote. If a Member of the Board of Directors ceases to be a Member during his or her term of office, such person shall automatically be removed from the Board upon such occurrence.

6.5 Removal: Any Board Member may be removed from office, with or without cause, by a majority vote of the Board of Directors.

6.6 Resignation: Any member of the Board of Directors may resign at any time by sending written notice of such resignation to the Secretary. Unless otherwise specified, such resignation shall take effect immediately.

6.7 Vacancies and Replacement of Board Members: Any vacancy occurring on the Board due to a Board Member being removed, resigning, or passing away may be filled for the remainder of the term by a vote of the remaining Members of the Board of Directors.

6.8 Compensation: Members of the Board of Directors shall not receive compensation for their services. Directors may be reimbursed for their out-of-pocket expenses incurred on behalf of the Association, subject to approval in accordance with procedurals established by the Board.

6.9 Assistants or Committees: The Board may enlist volunteers as Assistants or Committee Members. The Assistants or Committee Members shall not receive compensation or count as Board Members for voting purposes.

a) Review Committee: The Board may appoint a Committee of three (3) or more volunteer persons to assist with collecting information and making recommendations on issues of Architecture, Landscaping, Construction and Conflict resolution between Owners. They may also serve as a resource for Owners to consult on suggestions regarding landscaping methods to make their yards more "Florida Friendly." The Committee considers applications for approval and provides Owners with a written notice of approval. Any application, which deviates considerably from the guidelines followed by the Committee shall be referred to the Board for consideration and reviewed at the next regularly scheduled Board meeting. The Committee will make recommendations regarding applications before the Board; however, the Board will make the final decision.

6.10 President Responsibilities: The President will be the chief executive officer of the Association and will preside at all meetings of the Lot Owners and of the Board. The President will have executive powers and general supervision over the affairs of the Association and other officers. The President will sign all written contracts for the Association and perform all duties incident to the office which may be delegated by the Board.

6.11 Vice President Responsibilities: The Vice President will perform all duties of the President when the President is absent or unable to perform such duties.

6.12 Secretary Responsibilities: The Secretary shall issue Annual or Special Meeting Notices, shall attend and keep the minutes of such meetings, shall keep Association's books, records and papers except those kept by the Treasurer, and shall maintain each Owner's Address of Record.

6.13 Treasurer Responsibilities: The Treasurer shall:

a) Have custody of the Association's funds and securities, will keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and will deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board of Directors. The books will reflect an account for each Lot.

- b) Disburse the funds of the Association as may be ordered by the Board of Directors in accordance with this Declaration, making proper vouchers for such disbursements.
- c) Render to the President and Board Members at the regular meetings of the Board or whenever they may require it, an account of all transactions made as the Treasurer, and of the financial condition of the Association.
- d) Collect all dues and assessments and will promptly report the status of collections to the Board Members.

**6.14 Indemnification of Board Members:** Members of the Board and any committee appointed by the Board shall not be held liable for any error or omission or action taken, provided that he or she has acted in good faith. The Association shall indemnify and hold harmless, to the maximum extent of Florida Law, each person who shall at any time serve as a Board Member or Officer of the Association or as a Member of any committee appointed by the Board from and against any and all claims and liabilities to which such persons shall become subject by reason of his or her being a Board Member or Officer of the Association or a Member of a committee or by reason of any action alleged to have been taken or omitted by him or her in such capacity. The Association shall reimburse each person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided, however, that no such person shall be indemnified with respect to, or reimbursed for any expense incurred in connection with, any claim or liability arising out of actions or omissions not taken in good faith.

## **ARTICLE VII**

### **OPERATION OF ASSOCIATION AND BOARD**

- 7.1 **Fiscal Year:** The fiscal year of the Association will begin on May 1st of each year and end on April 30th of the following year. The Board may select another fiscal year. The Board must prepare an Annual Budget (the "Budget").
- 7.2 **Annual Meeting of Members:** The Annual Meeting will be held once each calendar year for the purpose of electing the Board of Directors, passing the Annual Budget, and for any other business requiring approval of the Members at that time. Notification of the date, time and location of the Annual Meeting shall be provided to Members not less than fourteen (14) days or more than thirty (30) days prior to said meeting.
- 7.3 **Special Meeting of Members:** A Special Meeting of Members may be called for any purpose by the President, at the request of a majority of the Board, or 25% of the Members entitled to vote when such request has been provided in writing stating the purpose of the Meeting. Business transacted at Special Meetings will be confined to the subjects stated in the related Meeting Notice.
- 7.4 **Records:** The Board shall keep a record of all meetings of the Board of Directors and of the Association. For each item voted on, the record must state a tally of the votes, a description of the action, the resulting disposition, and where applicable, the key reasons driving the vote and/or action taken. The record must be available for inspection by any Member.
- 7.5 **Board Meetings:**

a) Board's Responsibility and Powers: The Board is delegated the responsibility, power and authority to act on behalf of the Association in all matters including but not limited to:

- 1) Approval or disapproval of special requests, exceptions by Owners, or applications for home or lot modifications in accordance with the Articles of this Declaration.
- 2) Management of Violations Remedies per this Declaration.
- 3) Preparation of the Annual Budget and collection of Assessments.
- 4) Employment, dismissal and control of personnel necessary for the maintenance of the entrances and islands as well as other Association business including attorneys, accountants, contractors, architects and other professionals (as the need arises) provided all such expenses are kept within the quantities approved for such employment in the Member approved Annual Budget or Special Assessments.
- 5) Designation of one or more committees of unpaid volunteers as necessary to assist the Board in meeting the Association responsibilities.
- 6) Release of Lot Owners, by written instrument, from minor violations of this Declaration. The Board may assign a Committee to assume this responsibility. Failure of any party to enforce any Covenant or Restriction shall in no event be deemed a waiver of such Covenant or Restriction or of such party to enforce it thereafter.
- 7) Except as prohibited by law, obtaining written and signed proxies in the absence of a meeting, when an action is taken requiring a vote of the Board.

b) Board Meeting Notices: The Board may meet at regular times and locations as they define. All Board meetings will be open to the Members, except for meetings permitted by law to be closed. Notification of the planned dates and times for Board meetings may be provided at the Annual Meeting, in a local newsletter, or the Board may post the date and time at the front entrance. It is the homeowner's responsibility, however, to be informed of the date and times of the scheduled Board meetings.

c) Directors' Waiver of Notice: Before or at any Board Meeting a member of the Board of Directors may waive notice of such meeting and such waiver will be deemed equivalent to them having been given notice. Attendance by a Director at any meeting of the Board will constitute a waiver of notice to him/her for that meeting.

d) Communications by E-mail: Members of the Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

e) Minutes: Minutes of all meetings of the members of the Association and of the board of directors of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The Association shall maintain the minutes of all meetings of the Board and the Members for at least 7 years.

## ARTICLE VIII

## FINANCES AND ASSESSMENTS

8.1 Obligation for Assessments: Each Owner, by acceptance of a conveyance of a Lot, whether or not it is expressed in such conveyance, is deemed by covenant to pay to the Association its share of the following assessments (collectively, the "Assessments"). Assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation. Any Assessment not paid within thirty (30) days after the due date shall be considered delinquent and shall be subject to interest and late charges not to exceed 18% per annum, plus costs of collection, including reasonable attorneys' fees, including before trial, during trial or on appeal, whether or not suit is brought and shall subject the Owner to all other remedies as provided by Florida law.

- a) General Assessment (a.k.a. Annual Dues): The amount charged to each Member to meet the Association's annual budgeted expenses. This Assessment must be pre-approved by an annual vote of the Members either in person or by proxy, representing a quorum as described in Article V, Paragraph 4, Sub-paragraph (b) of this Declaration. See "Article VII, Paragraph 2" for details.
- b) Special Assessment: In addition to the General Assessment, the Board may find it necessary to levy a Special Assessment in any fiscal year for capital expenditures, or emergency repair or maintenance or other unexpected expenditure this Declaration requires the Association to pay. Any such Special Assessment shall require a vote of approval of the Members either in person or by proxy, representing a quorum as described in Article V, Paragraph 4, Sub-paragraph (b) of this Declaration.
- c) Individual Lot Assessment: An obligation to an Owner for any charges confined to their responsibility or Lot. This is typically due to penalties imposed by the Board in accordance with this Declaration as Remedies for Violations of this Declaration.
  - 1) The Association may at any time levy an Individual Lot Assessment against any Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charge designated in this Declaration related to a Violation. An Individual Lot Assessment may be levied on account of any legal expenses (including those incurred before or at trial or on appeal) and costs incurred by the Association in enforcing this Declaration.

8.2 Annual Budget or Dues: A copy of the Budget must be provided to each Member or a notice must be given to the Members that a copy of the Budget is available upon request and without charge. The Budget will estimate the total expenses to be incurred by the Association in carrying out its responsibilities during the year.

a) Budget or Dues Income: This section must state dollars including:

- 1) An estimate of the revenues from the General Assessment.
- 2) The carryover balance in the Association funds from the previous year.

b) Budget Expense: This section must state dollars allocated for:

- 1) Recurring expenses such as Florida fees, insurance, utilities, supplies, P.O. Box rental, etc.

- 2) The costs of materials and wages for the rendering of services required or permitted under this Declaration including maintenance of entranceways and interior islands, etc.
  - 3) Professional services such as attorneys, accountants, engineers, architects, contractors, etc.
  - 4) Planned Association community events.
  - 5) Planned community improvement projects.
  - 6) Miscellaneous (unspecified use) shall not be more than 0.5% of the total budget.
  - 7) Reserves adequate to address contingencies, emergencies and replacement activities. Extraordinary expenses not included in the Budget will be charged first against the reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose.
  - 8) Prior to any expenditure over \$500.00 which is not already included in the Member approved Budget, the Board must present the proposed expense and obtain approval from the Voting Members.
- c) Budget Preparation and Approval: The Budget will be prepared at the direction of the Board and provided to the Members for input at least one month before the end of each fiscal year. The Budget and General Assessment must be adopted by a majority of the Board.
- d) Amendment of Budget: The Board may propose an amendment to the Budget during any fiscal year to increase the amount of the annual General Assessment for such year, or group of consecutive years, or indefinitely, if it appears that income will be insufficient to meet the obligations of the Association. Any such amendment to the Budget shall require a vote of approval of the Members as described in Article V, Paragraph 4, Sub-paragraph (b) of this Declaration.
- e) Effect of Failure to Prepare or Approve Budget: Failure to prepare or approve an Annual Budget by the end of the fiscal year shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of a Budget, each Member shall pay the Assessment at the rate for the previous fiscal period until notified otherwise. Once finally approved, Members must pay any difference between what they already paid and the newly approved General Assessment.
- f) Annual Dues Payment: Upon approval of the Annual Budget each Member shall be equally obligated to pay the General Assessment set forth in the approved budget. The General Assessment shall be due and payable by the date established by the Board.
- 8.3 Depositories: The funds of the Association will be deposited in such banks and depositories as determined by the Board. Funds will be withdrawn only to meet Association obligations and only upon checks being signed by the Treasurer.

8.4 Financial Reporting: The Board shall prepare an annual financial report for the Association within sixty (60) days of the close of the fiscal year and provide each Member with a copy of the report or a notice that a copy is available without charge. The report must be in the form required by Section 720.303(7) of the Florida Statutes as amended from time to time.

8.5 Certificate of Amount Due/Payment: The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by an authorized member of the Board, stating whether any Assessments are owed by that Owner. Such certificate will be conclusive evidence of any amounts due and any payments received by the Association through the date of the certificate.

## ARTICLE IX INSURANCE AND INDEMNITY

9.1 Public Liability: The Board may obtain public liability insurance in such limits as the Board may from time to time determine to be appropriate, insuring against any liability arising out of, or incident to an area within Cormorant Creek Estates. When evaluating need and amount for such insurance, the Board will keep in mind that the Association does not own any Common Property. Whenever practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners.

9.2 Review of Coverage: The Board will review the types and limits of insurance at least once each year.

9.3 Director Liability: The Board may obtain liability insurance against personal loss for actions taken by members of the Board and the Officers in performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

9.4 Insurance Payment: Liability insurance must be included in the Member approved Annual Budget or Special Assessments prior to being purchased.

## ARTICLE X VIOLATION REMEDIES

10.1 Enforcement: The Covenants and Restrictions in this Declaration may be enforced by the Association or any Owner or Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action seeking damages, injunction, specific performance, or any other form of relief provided by Florida law, against any person, firm, or entity violating or attempting to violate any Covenant or Restriction herein. The failure of any party to enforce any Covenant or Restriction shall in no event be deemed a waiver of such Covenant or Restriction or of such party to enforce it thereafter. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. Each party agrees that any dispute shall be determined by a judge and not a jury and waives their right to a jury trial in any litigation arising out of this Declaration.

10.2 Informal Violation Resolution: The Association may attempt, but shall not be obligated, to resolve violations prior to following an informal resolution procedure. If a violation occurs, a minimum of two persons, one of whom is a member of the Board of Directors, may contact the Owner responsible for the violation and verbally offer a means of resolution. Should the Owner fail to

correct the violation within an agreed-to period of time, the Board of Directors may issue a "Notice of Violation."

#### 10.3 Board Imposed Violation Remedies:

a) Once a Notice of Violation has been provided to an Owner, the Board may pursue any or all of the following actions on behalf of the Association until such issues are resolved.

b) Procedure for imposing remedies:

1) If a violation is cured before a hearing or in the written notice, the fine or suspension will not be imposed.

2) If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

3) After the hearing, the committee shall provide written notice of the decision to the Owner at his or her designated mailing or email address, within 7 days after the hearing. This will include any applicable fines or suspensions that the committee approved or rejected.

4) If the proposed fine or suspension is approved by the committee by a majority vote, the fine payment is due within 30 days after the written notice is received by the Owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner. Failure to do so may result in a lien on the property.

5) The Board may impose fines as provided by Florida law. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

6) The Owner may request a hearing to challenge the fine. If a hearing is requested it will be scheduled before committee assigned by the Board, which will comprised of at least 3 members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee.

7) The Board may suspend Association voting rights of the Owner as provided by Florida law.

8) The Board may hire third parties to correct violations at the owner's cost:

10.4. Mediation, Arbitration. In lieu of a court legal action, the Board may pursue mediation to resolve any claim or dispute arising out of enforcement of these Covenants and Restrictions that is not otherwise resolved, including but not limited to, any disputes concerning enforcement of these Covenants and Restrictions consistent with Florida or Federal law; and any other dispute under Florida or Federal law based on contract, tort, statute, or common law. If mediation is unsuccessful,

the Board may pursue binding arbitration. An arbitration hearing arising under this Article will be resolved through the American Arbitration Association (AAA), or such similar dispute resolution organization that might be acceptable to all parties. Arbitration shall be held in Duval County, Florida. In rendering a decision on the merits of the claims, the arbitrator shall apply the substantive law of Florida. Each party may be represented by counsel in connection with all arbitration proceedings. Arbitration shall inure to the benefit of and bind the Cormorant Creek Estates Homeowners Association, its officers, directors, fiduciaries, representatives, insurers, attorneys, agents, predecessors and successors; and the homeowner, his/her successors, assigns, agents, insurers, heirs, trustees, and representatives, including powers of attorney, personal representatives or executor of his or her estate.

10.5. Lien Creation:

a) The Board, on behalf of the Association, may enforce the payment of any delinquent assessment or costs incurred with enforcing these Declarations on a given Lot/Owner by placing a Lien against the property. It will be a continuing lien in favor of the Association effective upon recording a claim of lien and prior to entry of final judgment or foreclosure.

b) Subordination of the Lien to Mortgages: The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments, which became due prior to the sale or transfer. The purchaser or transferee of such Lot shall be liable for any assessments coming due after the sale or transfer.

c) Sale for Payment; Foreclosure of Lien: The Association may bring an action at law against the Owner personally obligated to pay the Assessment charge, or may foreclose the lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Lot. No action shall be initiated to foreclose the Lien securing any assessment levied under this Article until at least thirty (30) days following the mailing of a Notice of Delinquent Assessment, duly signed by a designated officer or agent of the Association, to the Owner or Owners of the subject Lot, and the recording of such notice in the Office of the Clerk of Courts for Duval County, Florida. Said Notice of Delinquent Assessment shall state the amount of the assessment, together with accrued interest, late charges, costs, reasonable attorneys' fees, and other applicable charges; a description of the Lot against which the same has been assessed; the name or names and mailing addresses of the Record Owner or Owners thereof; and the name and address of the Trustee authorized by the Association to enforce the Lien by sale. Upon the levying of an assessment and the recording of the Notice referred to above, the Association may, at its option, declare the entire balance of all sums, then due or to become due from the Lot Owner, immediately due and payable, which total sum may then be included in any suit, action, or other procedure initiated to collect said sums, including all costs, charges, and attorneys' fees. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

10.5 Specific Violations include, but are not limited to:

a) Maintenance & Repair of Dwelling, Structures and Fixtures: Disrepair and lack of maintenance of the dwelling, structures or fixtures shall constitute a Violation. If the Owner fails to make payment within fifteen (15) days of demand, the costs will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association and their respective contractors, employees and agents a perpetual easement to enter upon the Owner's Lot to carry out the work and releases said parties from all liability with respect to such work.

b) Maintenance of Lawn, Shrubbery and Exterior Ornamentation: Failure to maintain lawn and landscaped areas of the Lot constitutes a Violation. In order to preserve the beauty, quality and value of the neighborhood, the Association may affect the necessary maintenance, the costs of which shall be payable by the Owner to the Association. If the Owner fails to make payment within fifteen (15) days of demand, the costs will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association and their respective contractors, employees and agents a perpetual easement to enter upon the Owner's Lot to carry out the work and releases said parties from all liability with respect to such work.

## ARTICLE XI GENERAL PROVISIONS

11.1 Amendment: This Declaration may be modified or amended as provided in Section V.4.c, of this Declaration.

11.2 Mortgagee's Consent to Amendments: This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as Covenants and Restrictions for the protection of Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing the rights, priorities, remedies, or interests of Mortgagees shall be adopted without the prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Lots encumbered by mortgages. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect (including documentation proving receipt of the request to the Mortgagee) recorded in the Public Records of Duval County by the party requesting the consent will be sufficient evidence of such consent in order to make the requested amendment. This section shall not imply or be construed as a limitation upon the rights of the Association or the Owners to make amendments that do not adversely affect Mortgagees.

11.3 Gender and Plural Terms: Whenever the context so requires, any pronoun may be deemed to mean the corresponding masculine, feminine, or neuter form, and the singular form of any noun or pronoun may be deemed to mean the corresponding plural form thereof or vice versa.

11.4 Severability; Governing Law; Amendments to Laws: In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. Without limiting the foregoing, the invalidation of any of the covenants,

restrictions, terms, or conditions of this Declaration or a reduction in their term by reason of the legal rule against perpetuities shall not affect any other provisions, which shall remain in full force and effect for such period of time as may be permitted by law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the choice of law rules. All references to applicable laws and regulations will incorporate amendments to the same.

- 11.5 Duration and Renewal: This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots, the Owners and their respective legal representatives, heirs, successors and assignees for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods often (10) years each unless one (1) year prior to the termination of such ninety (90) year time or of each

[Continued on the following page]

extension, as the case may be, a Member vote approving Revocation of these Declarations and Termination of the Association is recorded in the Public Records of Duval County, upon which event this Declaration shall be terminated when such instrument is recorded.

IN WITNESS WHEREOF, the Association has caused this Amended Declaration to be duly executed as of the date first above written.

The undersigned President of Cormorant Creek Estates Homeowners Association, Inc., that the above Amended Declaration is a true and correct copy of the Fourth Amended Declaration duly adopted by the requisite number of the Association's members.

WITNESSES:

THE ASSOCIATION:

*Gary Lockwood*  
 Print name: Gary Lockwood  
 Address: 3346 Dividing Oaks Ct.  
Jacksonville, FL 32223

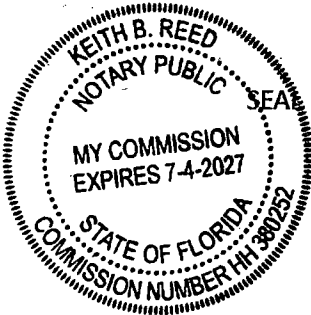
CORMORANT CREEK ESTATES HOMEOWNERS ASSOCIATION, INC.

*Marina Frees*  
 Print name: Marina Frees  
 Address: 12085 Dividing Oaks  
Tr E  
Jacksonville, FL 32223

By: *Ed Frees*  
 Ed Frees  
 Its: President

STATE OF FLORIDA  
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30 day of October 2024, by Ed Frees, President of Cormorant Creek Estates Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is ☒ personally known to me or ( ) produced \_\_\_\_\_ as identification.



*Keith B. Reed*  
 Print name: Keith B. Reed  
 Notary Public - State of Florida  
 Commission No.: HH 380252  
 My Commission Expires: 7/4/27