



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION**, made this 1st day of February, 2020, by **RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, (hereinafter called "Association"), whose address is 1148 Fruit Cove Rd, St Johns', FL 32259 and **RESIDENCES AT PARENTAL HOME LLC**, a Florida Corporation, and **RESIDENCES AT PARENTAL HOME PHASE II LLC**, a Florida Corporation, (hereinafter called "Developers")

**WITNESS:**

**WHEREAS**, Developers is the owner of certain real Property (as hereinafter defined) more fully described on the "survey" (hereinafter defined); and

**WHEREAS**, Developers is now or may become the owner of certain other real property adjacent or contiguous to the Property (hereinafter defined as the "Future Development Property") and Developers desires to reserve the right to develop all or a portion of the Future Development Property in a manner consistent with this Declaration of Covenants, Conditions and Restrictions of RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Declaration") and to annex all or a portion of the Future Development Property to the terms of this Declaration and require that the owners of Lot(s) (as hereinafter defined) in such Future Development Property be members of the Association created herein; and

**WHEREAS**, Developers desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain "Common Areas" and/or "Maintenance Areas" (as such terms are hereinafter defined) and to this end, desires to subject the Property (together with such additions thereto from the Future Development Property as may hereafter be made in writing), to the Declaration which is hereby declared to be for the benefit of the Property and each and every Owner (as hereinafter defined) of any and all parts thereof, their respective heirs, successors and assigns, and shall be deemed to run with title to the Property.

**NOW, THEREFORE**, Developers declares that the real Property described in the survey and such other properties as are or may be subsequently annexed to this Declaration as hereinafter set forth, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, contained herein (sometimes hereinafter referred to as "Covenants and Restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, or any part thereof, and shall be binding upon any Owners thereof, their heirs, successors, assigns and mortgagees.

**ARTICLE I.  
DEFINITIONS**

**1.1 Annexation.** "Annexation" shall mean and refer to the addition of the Future Development Property and/or any other lands contiguous to the Property or contiguous to the Future Development Property, even if separated therefrom by a roadway or highway, at the option of Developer, to the Property and the subjection of such Property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by Developer recording an amendment to this Declaration in the current public records of Duval County, Florida, describing the property to be annexed and stating that such property is subject to all the terms, covenants, conditions and restrictions of this Declaration. For purposes of this Declaration, Future Development Property shall be deemed to be contiguous to the Property even if separated therefrom by a roadway or highway.

**1.2 Articles.** "Articles" shall mean and refer to the articles of incorporation of the Association (as hereinafter defined), a copy of which is attached hereto as Exhibit "A" for recordation, as required by Section 720.303(1), Florida Statutes (2002).

**1.3 Assessment.** The term "Assessment" as used herein shall mean and refer to the share of Association Expenses (as hereinafter defined) assessed from time to time against a Lot and the Owner(s) (as hereinafter defined) thereof, and may include the imposition of a fine or charge against an individual Lot and the Owner(s) thereof arising out of fines or charges imposed by the Association from time to time.

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

**1.5 Association.** "Association" shall mean and refer to RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit, and its successors and assigns, organized or to be organized pursuant to Chapter 617, Florida Statutes (2013) and operated pursuant to Chapter 720, Florida Statutes (2013).

**1.6 Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District. The Association shall also be responsible for the maintenance of common areas.

**1.7 Association Expenses.** "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the Owners thereof through annual or Special Assessments (as hereinafter defined).

**1.8 Board of Directors.** "Board of Directors" shall mean and refer to the Board of Directors of the Association.

**1.9 By-Laws.** "By-Laws" shall mean and refer to the By-Laws of the Association, from time to time in effect, a copy of which is attached hereto as Exhibit "B", for recordation as required by Section 720.303(1), Florida Statutes (2013).

**1.10 Common Areas.** "Common Areas" shall mean and refer to that portion of the Property which is owned by the Association and which is intended for the common use and enjoyment of the Owners, including, but not limited to, (i) the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District (hereinafter referred to as the "SJRWMD"), the Department of Environmental Protection (hereinafter referred to as the "DEP"), and/or the U.S. Army Corps of Engineers (hereinafter referred to as the "Corps"); (ii) the areas, if any, shown on the recorded survey as "Stormwater Retention Ponds" or "Easements" which connect the Stormwater Retention Ponds or drainage infrastructure with other drainage facilities; (iii) any areas devoted to signage and related uses if conveyed to the Association by the Developer. The Common Areas shall include only those areas conveyed by the Developer to the Association or established in favor of the Association pursuant to the provisions of this Declaration.

**1.11 Developed Lot.** "Developed Lot" shall mean and refer to any Lot owned by anyone other than Developer or any corporation affiliated with Developer. For purposes hereof, an affiliated corporation shall be deemed to be any corporation the majority of whose stock is owned by Developer, or the majority shareholder of Developers, or any corporation which itself may be deemed to be an affiliate of Developer because of common equity ownership.

**1.12 Developers.** "Developers" shall mean and refer to RESIDENCES AT PARENTAL HOME LLC, a Florida corporation, and RESIDENCES AT PARENTAL HOME PHASE II LLC, a Florida corporation, their successors and assigns, to the extent that an express assignment has been made by the Developers.

**1.13 Future Development Property.** "Future Development Property" shall mean and refer to that certain property adjacent or contiguous to the Property as Developer may determine from time to time.

**1.14 Lot.** "Lot" shall mean and refer to any of the Lots shown upon the recorded subdivision survey of the Property and the Future Development Property, if such property is annexed as herein set forth. Unless set forth herein to the contrary, the term "Lot" shall include both Developed Lots and Undeveloped Lots.

**1.15 Maintenance Area.** "Maintenance Area" shall mean and refer to those portions of the Property or improvements thereto which are not owned by the Association but are maintained by the Association from time to time, including without limitation, all of the stormwater systems to be constructed in accordance with the requirements of the SJRWMD, the DEP, and/or the Corps and the surface waters of any areas designated as "Stormwater Retention Ponds" or "Easements" or "Maintenance Area" on the recorded surveys, medians or rights-of-way abutting public streets, the entrance way(s) to the subdivision including landscaping, the twenty foot landscape buffer, fencing and signage, and decorative or border fencing or walls, if any, constructed by the Developers upon the boundaries of the Property.

**1.16 Member.** "Member" shall mean and refer to all Owners of Lots, who by virtue of such ownership become Members of the Association as provided in Section 2.1.

**1.17 Owner.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any particular Lot which is a part of the Property or the Future Development Property, if such property is developed and annexed as herein set forth, including contract sellers. The term "Owner" shall not mean or refer to any mortgagee, grantee or beneficiary under a mortgage, deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

**1.18 Property.** "Property" shall mean and refer to all the land of the 13 lots of RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC., and, to the extent it is annexed.

**1.19 Stormwater Management System.** "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Rule 62-330, Florida Administrative Code.

**1.20 Undeveloped Lot Owned By Developer.** "Undeveloped Lot Owned By Developers" shall mean and refer to any Lot which is owned by Developers.

**ARTICLE II.  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**2.1 Membership.** Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership; provided, however, in the event that an Owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Common Areas but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions with the Articles, By-Laws and this Declaration and shall retain all voting rights.

**2.2 Voting Rights.** The Association shall have two (2) classes of voting membership:

**Class A -** Class A Members shall be all Owners who have taken title to one (1) or more Lots, excluding the Developers until such time as Class B membership ceases to exist, at which time Developers to the extent it is an Owner of a Lot(s) shall be entitled to vote like any other Owner of a Lot. A Class A Member shall be entitled to one (1) vote for each Lot owned by such Member. When a Lot is owned by more than one (1) person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B** - The Class B Member shall be Developers, which shall be initially entitled to a number of votes equal to the number of Lots in the Property, plus one (1). The total number of votes of the Class B Member shall be increased at the time of Annexation of Future Development Property to a number equal to the number of Lots included on the survey of the Property and the Future Development Property, plus one (1). The total number of votes of the Class B Member shall increase as herein set forth each time a portion of the Future Development Property is annexed as provided in this Declaration.

**2.3 Transfer of Control.** Members other than Developers shall be entitled to elect at least a majority of the Board of Directors of the Association; and the Class B membership shall terminate, upon the happening of the earlier of the following events, whichever first occurs:

- (i) three (3) months after Developer has conveyed to Members one hundred percent (100%) of the Lots located on the Property and the Future Development Property, if annexed as herein provided, or
- (ii) at such earlier date as Developer, in his sole discretion, may determine.

Any of the events described in clauses (i) or (ii) of the foregoing sentence are hereinafter referred to as a "Transfer Event". For purposes of this section 2.3, the term "Members" (other than the Developers) shall not include builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale. Notwithstanding anything herein to the contrary, so long as the Developers holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases constituting the Property (including any Future Development Property), the Developer shall be entitled to elect at least one (1) member of the Board of Directors of the Association, as provided by Section 720.307(2) Florida Statutes (2013).

**2.4 Membership and Voting Procedure.** The Articles and By-Laws of the Association shall more specifically define and describe the procedural requirements for the Association and voting procedures, but shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

**ARTICLE III.**  
**PROPERTY RIGHTS IN THE COMMON AREAS**  
**AND MAINTENANCE AREAS**

**3.1 Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the

drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

**ARTICLE IV.**  
**COVENANT FOR MAINTENANCE ASSESSMENT**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** The Developers, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual Assessment or charges, (ii) Special Assessments (as described in Section 4.5 hereof) to be established and collected as hereinafter provided, and (iii) fines and charges as may be established and implemented from time to time by the Association. The annual and Special Assessments, and fines and charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall constitute a lien upon the Lot against which each such Assessment is made, which lien shall attach upon the recording in the current public records of Duval County, Florida, of a claim of lien, specifying the amount of the lien then due, together with reasonable attorneys' fees, costs and interest thereon, which claim of lien shall be signed by an officer of the Association. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 4.9.

**4.2 Purpose of Assessments.** The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or rights of the Association as set forth in this Declaration, Articles and By-Laws, and for the improvements and maintenance of the Common and Maintenance Areas including payment of taxes, if any, thereupon and the cost of insurance as may be deemed necessary or prudent by the Board of Directors. Assessments shall also be used for the maintenance and repair of the surface water or Stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

**4.3 Methodology and Classes of Assessments.** All Lots, regardless of Lot size, location, or proximity to Common Areas, or other amenities, shall be assessed equally and no differentiation in Assessment shall be made in the annual budget or any annual Assessment with respect to any Assessment after the initial Assessment. Each Member's proportionate share of the annual Assessment shall be equal to the total number of Lots created by the survey of the Property, including any additional Lots as may be created on the Future Development Property. All Assessments shall be levied pursuant to the annual budget or Special Assessments and shall be in the Member's proportionate share of expenses, which share shall be subject to recalculation from time to time should the Future Development Property be annexed. Until a Transfer Event shall have occurred, Developer shall be excused from payment of its share of the operating expenses and Assessments related to any Undeveloped Lots owned by the Developer for all periods of time for which the Developers has agreed in writing, as a supplement to this Declaration, and has obligated itself to pay any operating expense deficit incurred that exceed the Assessments received from other Members and other income of the Association. There shall be two (2) classes of Assessment:

**Class A "Developed Lots":** The initial Assessment for Developed Lots shall be collected at closing and shall be an amount not to exceed the Maximum Annual Assessment, as the same may be modified as set forth in Section 4.4 below.

**Class B "Undeveloped Lots Owned By Developers":** The initial annual Assessment for Undeveloped Lots owned By Developer shall be Zero and No/100 Dollars (\$-0-).

**4.4 Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment for Class A Developed Lots shall be One Hundred and 00/100 Dollars (\$100.00) per Lot ("Maximum Annual Assessment"), which will include the costs and expenses of performance of all the duties and obligations of the Association set forth herein; provided, however, in the event that the Developer elects, in its sole discretion, to construct a recreational facility upon the Common Areas, the Assessment may be increased above the Maximum Annual Assessment to include the cost of maintenance of the improved Common Areas; which increased Assessment amount shall become the new Maximum Annual Assessment for that year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association not more than ten percent (10%) above the Maximum Annual Assessment for the previous year without a vote of the membership; provided, however, if recreational facilities are added, at Developer's option, the maximum Assessment may be increased as aforementioned.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner until a Transfer Event, the Maximum Annual Assessment may be increased by the Developer by more than ten percent (10%) above the Maximum Annual Assessment for the previous year in the event the Developer has added recreational facilities, by an amount sufficient to pay the cost of maintenance and repair of such recreational facility or, for other purpose, by a vote of two-thirds (2/3) of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors, may fix the annual Assessment for Developed Lots at an amount not in excess of the Maximum Annual Assessment (as the same may be modified upon the addition of recreational facilities as described above). The Undeveloped Lot Assessments and the applicable increases thereof as provided above, shall be established in the proportions as set forth in Section 4.3.

**4.5 Special Assessment.** Special Assessments "(Special Assessment)" shall be levied and paid in the same manner as heretofore provided for regular Assessments. Special Assessments can be of two (2) kinds: (i) those chargeable to all Members in the same proportions as regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by a majority of all votes of the classes of Members; or (ii) those assessed against one (1) Owner alone to cover repairs or maintenance for which such Owner, or his tenant, is responsible and which Owner has failed to make, which Special Assessment may be approved by the board of Directors.

**4.6 Date of Commencement of Annual Assessments; Due Dates.** The annual Assessments provided for herein shall commence as to all Lots on the first day following the conveyance of the first Developed Lot. The annual Assessment as a Developed Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment Period. Written notice of the annual Assessment shall be sent to every Owner subject thereto; provided, however, failure to send such notice shall not affect the liability or lien for the Assessment. Unless determined to the contrary by the Board of Directors, the annual Assessment shall be due and payable on the first day of January of each year.

**4.7 Association Certificate of Payments.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

**4.8 Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall be subject to a late fee in an amount established from time to time by the Association and interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

**4.9 Subordination of the Lien of Mortgages.** The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer; provided, however, the personal obligation to pay the Assessment shall not be extinguished. No sale or transfer shall relieve such Lot or the Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

**ARTICLE V.  
COVENANTS AND RESTRICTIONS**

**5.1 Fences.** All fencing shall be at least twenty (20) feet away from the dedicated right-of-way along the front of the Lot. In the case of a corner Lot, no fencing shall be closer to the side street than the rear corner of the structure closest to the side street. All fences shall be installed with compliance of all current COJ and State of Florida current Building Codes. Fencing shall be constructed of one half (½) inch cypress dog eared stockade board and shall installed with the finished side of fence material facing the outside. All posts and railings shall be on the interior of the fence and shall not be visible from the outside of the fence. All fences shall only be stained with such stain as may be approved, in writing, by Developers.

The developers may install fence on all four sides of each lot. Ownership and responsibility for maintenance and replacement of the front and rear boundary fences on each lot will be with the Lot Owners. Ownership and responsibility for maintenance and replacement of the side boundary fences will be determined by designated Lot number. ODD Lot numbers, thereby Lots 1 / 3 / 5 / 7 / 9 / 11 / 13, shall have ownership and responsibility for maintenance and replacement for both side yard fences that are installed on the property lines between those lots and the adjacent lots.

As to Lots which border or include a portion of any Stormwater Retention Ponds (as hereinafter defined), no fence shall be erected closer to the Stormwater Retention Ponds than five (5) feet from the "top of bank" as designated on the recorded survey for the Lot. Any such fence shall not exceed four (4) feet in height along said "top of bank" boundary of the Lot. The side and front yard portions of the fence on such a Lot bordering a Stormwater Retention Pond shall be constructed of dog eared stockade boards of no higher than six (6) feet. Fences on all other Lots which do not border a Stormwater Retention Pond may be constructed in a dog eared stockade fashion no higher than six (6) feet high; provided, however, no fence may be constructed within any designated Conservation Easement or within and designated "buffer" or "wetland buffer" as depicted on the survey.

In the event fencing is to be used to enclose a swimming pool, the Lot Owner is responsible to verify local code requirements for swimming pool fencing.

This restriction does not apply to any perimeter fencing on Lots 1 and 14, trees or landscaping which have been or may be created in the future by the Developers or its successor, and any perimeter or boundary fence constructed by or at the instruction of the Developer shall be deemed in compliance with these covenants.

**5.2 Set Back Lines.** No structure of any kind shall be located on any Lot nearer than (i) fifteen (15) feet to the front Lot line, (ii) five (5) feet to the rear Lot line, and (iii) zero (0) feet to any side Lot line.

In any event, no structure of any kind shall be located on any Lot nearer to the front Lot line, nor nearer to any side street line, nor nearer to any side Lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification.

No structure or other improvement or change in the topography of the land shall be erected or made which violates the terms of, or interferes in any respect with, the drainage or utility easements shown on the subdivision survey, public records of Duval County, or which interferes with easements of any kind referenced to in this Declaration.

**5.3 Landscaping.** The indiscriminate cutting down of trees is expressly prohibited without the written consent of the Developers except in those areas where structures and other improvements shall be located; such as, homes, patios, driveways, gardens, parking and recreational areas. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. It is the responsibility of each Owner to maintain the area between the front Property line of his Lot and the street, as well as the side Property line and the street in the case of corner Lots. In addition, if the Lot Owner fails to maintain his or her lawn and landscaping, the Developers (until a

Transfer Event and thereafter the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the sole expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developers or the Association upon demand. All related costs incurred by the Developers incident to the correction of the terms and conditions of this paragraph shall be recoverable by the Developer (said cost to include reasonable attorneys' fees for the collection of same), in a court of competent jurisdiction. Should the Developers elect rather than file suit in a court of competent jurisdiction for the collection of aforementioned enumerated costs and expenses, the Developers shall have the right to file a lien against the Lot(s) where said correction of any violation has occurred and shall have all the rights enumerated in these Covenants and Restrictions as the Association concerning the collection of said cost and expenses in the enforcement of such lien. Notwithstanding the foregoing restrictions, the restrictions set forth hereinabove may be superseded in effect from time to time by any regulation imposed by any governmental authority which is more restrictive in nature with respect to the cutting of trees.

**5.4 Prohibited Activities.** No trade, business, noxious or offensive activity, in the sole opinion of the Developers (until the Transfer Event and thereafter the Association), shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence. No commercial activity shall be carried out in the residence or garage, temporarily or permanently.

**5.5 Pets and Animals.** Only domestic pets such as dogs, cats, birds or other household pets as defined by the Developer or Association may be kept on the Property. It is strictly prohibited to breed or raise any animals. In any event, there shall not be more than a total of three (3) animals (except birds and fish) kept on any one (1) Lot.

**5.6 Signs.** No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the Developers. The Developers or the Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent the Developers, or any person designated by the Developers, from erecting or maintaining such signs or other entrance features.

**5.7 Encroachments.** Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now surveyed or on any subdivided or surveyed Lot in such manner that the same constitutes a violation or violations of the Covenants and Restrictions contained in this Declaration, Developers shall have the right any time to waive such violation prior to the Transfer Event; provided, however, that the Developers shall waive only those violations which the Developers, in its sole discretion, determines to be minor.

**5.8 Utility Easements.** A perpetual, nonexclusive, alienable and releasable easement is hereby reserved to the Developer, and its successors and assigns, over, under and above a ten (10) foot strip at the front of each Lot, and also over, under and above those easements shown on the recorded survey of the Property for the construction, installation and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind or for any reason deemed necessary by the Developer. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developers, and its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developers, and its successors and assigns, shall not pass from Developers, and its successors and assigns, by deed conveying any of said Lots but shall exist and continue in Developer, and its successors and assigns, only or in those persons or corporations to whom Developer, and its successors and assigns, shall have expressly conveyed said easements and rights. The Developers shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance.

**5.9 Water and Sewer Rights, Well Limitation.** Jacksonville Electric Authority, or its successors, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots or Tracts to provide water for personal or housekeeping use within the structures to be built upon the Lot, and no potable water shall be used within said structures except potable water which is obtained from Jacksonville Electric Authority or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; provided, however, the location of said well must be approved by prior written consent of the Developers, its successors and assigns, and of the local health department and any other governmental or quasi-governmental agency which may have jurisdiction. All sewage from any buildings on any of said Lots must be disposed of through the sewage lines and disposal plant owned by Jacksonville Electric Authority, or its successors or assigns. Jacksonville Electric Authority is hereby granted and has a non-exclusive, perpetual and unobstructed Easement and right in and to, over and under the Property thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developers reserves the right to convey to Jacksonville Electric Authority all Easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as Jacksonville Electric Authority, or its successors or assigns, shall permanently cease to provide water to or take and dispose of sewage from said Lots. There shall be no private wells for nonpotable water.

**5.10 Drilling and Excavation.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**5.11 Window Air conditioning.** No window air conditioning unit shall be installed on the front or any side of a building on a Lot.

**5.12 Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage, or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon Lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

**5.13 Sewage Disposal.** Each Owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

**5.14 Drainage and Utility Easements.** The Developers hereby reserves unto itself and grants to the Association a perpetual, non-exclusive, alienable and releasable privilege and right on, across and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, Drainage Swales or pipes, and other suitable equipment for the conveyance, and use of electricity, telephone, water or other public conveniences or utilities on, in or over a ten (10) foot wide strip at the back of each Lot and over a five (5) foot wide strip at the side of each Lot as well as the private easements shown on the survey. The Developers shall have the unrestricted right and power to release said Easement. The granting of Easements as contained in this paragraph shall be subordinate to the Developer's right to assign said Easement to Duval County or other parties should the Developers desire to assign said Easement rights. Additionally, said Easements as granted in this paragraph shall be subordinate to the restrictions of the Conservation Easement areas wherever these Easements fall into such areas.

**5.15 Stormwater Management System.** The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. The Storm Water Management System is designed and constructed or implemented to control discharges which are necessitated by rainfall events; incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the SJRWMD. The Association shall and does hereby agree to accept assignment of any and all permits related to the Stormwater Management System and/or any other environmental

permit required by any governmental or quasi-governmental agency having jurisdiction from time to time and shall be bound to abide by all of the conditions imposed in such permit(s).

**5.16 Jurisdictional Areas.** This Declaration is subject to the rights of the State of Florida and the United States over any portion of the Property which may be considered wetlands, marshes, sovereignty, or jurisdictional lands and the Developer has obtained certain permits (the "Permits") to allow the development of the Property. The Corps, the SJRWMD, and the DEP have issued Permits for the development to RESIDENCES AT PARENTAL HOME LLC or RESIDENCES AT PARENTAL HOME PHASE II LLC. The construction period for works authorized by the aforementioned Permits is finite; the Permit(s) themselves, with their limitations and prohibitions do not expire. Every Lot Owner hereby accepts the obligation, responsibility and liability to comply with the requirements and terms of the portion of each Permit which relates to the Lot owned. The liabilities associated with compliance with their terms and conditions are the Lot Owner(s) responsibility and obligation. Every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life or any other activity whatsoever within any jurisdictional lands and/or lands which are subject to the Conservation Easement existing on his Lot.

The Permits are issued in the name of the Developers and have been, or shall be, assigned to the Association. The Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating such Permits; provided, however, any Owner owning a Lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the Corps or SJRWMD, shall, by acceptance of title to the Lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to its Lot. Except as required or permitted by the aforementioned Permits issued by the Corps and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective Lots, unless and until such activity is authorized by or exempt from the requirements of Corps and SJRWMD. In the event that an Owner violates the terms and conditions of such Permits and for any reason the Developers or the Association is cited therefor, the Owner agrees to indemnify and hold the Developers and the Association harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys' fees, as well as costs of curing such violation. Notwithstanding any other provisions contained elsewhere in this Declaration, the Corps and SJRWMD shall have the rights and powers enumerated in this paragraph. The Corps and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System and/or jurisdictional lands subject to the regulation of the Corps or SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the Corps Permit must have prior written approval of the Corps. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System

and the Permits must be assigned to and accepted by an entity approved by the Corps and SJRWMD.

**5.17 Common and Maintenance Areas.** The Association shall maintain all of the Common and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements. If the Association fails to maintain the Common and Maintenance Areas in accordance with the foregoing, the Developer shall have the right, but no obligation, to enter upon any such Common or Maintenance Area to perform such maintenance or work which may be reasonably required, all at the expense of the Association, which expense shall be payable by the Association to the Developer on demand. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners (excluding the Developers). Notwithstanding anything herein to the contrary, so long as Developer owns any Lot within the Property, the Association hereby grants to Developers a license, right, and privilege to enter upon any portion of the Maintenance Area containing entrance area amenities, such as landscaping and signage, for (i) the construction and location of signage, including flags, advertising, and other advertising materials promoting the sale of Lots and residences in the subdivision and (ii) for the purpose of landscaping, maintenance, irrigation, and other activities associated with maintaining in a good and aesthetically pleasing condition the entrance way to the subdivision from time to time. The license granted herein to Developers shall automatically terminate at such time as Developers no longer owns any Lots in the subdivision. Developers shall have the right to be reimbursed by the Association from time to time for all expenses reasonably incurred by Developers in connection with any portion of the maintenance area containing entrance area amenities described hereinabove, inasmuch as maintaining the aesthetic appearance of the project is for the mutual benefit of all persons residing therein.

**5.18 Swale Maintenance.** The Developer has constructed a system of Drainage Swale (the "Drainage Swale" or "Swales") in the subdivision for the purpose of managing and containing the flow of excess surface water, if any, found upon the Property from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the Swales on their Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the Swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the Swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

## **ARTICLE VI. STORMWATER RETENTION POND**

**6.1 Access to Stormwater Retention Pond** All Owners have direct access to the stormwater retention pond through a gate in the pond fence line installed 5' from the top of pond berm. All Owners will be allowed to traverse the entire circumference of the pond. No Owner shall erect a fence, or any other impediment, to prevent full access to the all areas of the pond shoreline by every owner of these lots.

**6.2 Use of Stormwater Retention Pond.** All Lots are hereby made subject to a non-exclusive drainage and stormwater management Easement over and across all Stormwater Retention Ponds within any such Lot ("Stormwater Retention Ponds" hereinafter referred to as "S.R.P.s"). With respect to the S.R.P.s now existing, or which may be hereafter created within the Property, no Owner shall:

- (a) pump or otherwise remove any water from such S.R.P.s for the purpose of irrigation or other use;
- (b) place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such S.R.P.s or in any other portion of the land owned by Developer lying adjacent to or near the Property;
- (c) construct, place or maintain therein or thereon any docks, piers, bulkhead or other similar facilities, without the prior approval of any governmental or quasi-governmental agency having jurisdiction and the Developer prior to the Transfer Event, or thereafter subject to the prior approval of the Association;
- (d) fish with the use of nets or with any other trap or spear;
- (e) Operate or maintain thereon any boat or any gas, electric or diesel driven vehicles; provided, however, boats used for the maintenance of the S.R.P.s shall be permitted, as deemed necessary by the Developer or Association.

**6.3 Maintenance of Stormwater Retention Pond.**

- (a) Developers, prior to the Transfer Event, shall have the sole and absolute right, but no obligation, to control the surface water level of such S.R.P.s, subject, however, to the limitations imposed by applicable governmental and quasi-governmental authorities.
- (b) The Association shall be responsible for the maintenance of the S.R.P.s including, without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such S.R.P.s.
- (c) The Lot 1 Owners shall be required to maintain such grass, plantings or other lateral support to prevent erosion of the embankment of any portion of the Lot adjacent to the S.R.P.s above the water line of the S.R.P.s and the height, grade and contour of the embankment shall not be changed without the prior consent of the Developer prior to a Transfer Event; provided, however, that no plants may be allowed to extend into or grow into the S.R.P.s. If the Lot Owner fails to maintain said embankment in accordance with the foregoing, the Developers (prior to a Transfer Event and thereafter, the Association) shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably

required, all at the expense of the Lot Owner, which expense shall be payable by the Lot Owner to the Developer or Association, on demand.

**6.4 Assignment of Maintenance Obligations.** This Declaration cannot be terminated to extinguish the Association's obligation to maintain the S.R.P.s unless adequate provision for transferring this obligation to the then Owners of the Lots subject to the Easement on a pro rata basis is made and said transfer of obligation is allowed under the then existing requirements of the SJRWMD or its successors and Jacksonville Electric Authority or any other governmental body that may have authority over such transfer of obligation. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330.310 F.A.C. and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**6.5 Indemnification.** In connection with the development of the Property, the Developers assumed certain obligations in connection with the maintenance of the water in the S.R.P.s. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the S.R.P.s by the Developer. The Association further agrees that subsequent to the Transfer Event it shall indemnify and hold Developer harmless from suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence in, upon, at or from the maintenance of the S.R.P.s, occasioned wholly or in part by any act or omission of the Association or its agent, contractors, employees, servants or licensees.

**ARTICLE VII.  
MISCELLANEOUS**

**7.1 Assignment of Developer's Rights.** The Developers shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, Easements, privileges, authorities and reservations given to or reserved by the Developer in this Declaration. Upon the Transfer Event, the rights of the Developer hereunder shall vest automatically in the Association which shall assume all obligations thereof.

**7.2 Amendments.** Subject to the limitations imposed on the Developers by Section 720.3075, Florida Statutes (2013), the Developer prior to the transfer Event reserves and shall have the right:

- (a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the Covenants and Restrictions herein contained;
- (b) to amend this Declaration for the purpose of curing, any scrivener's error, and 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, restrictions and Easements applicable to the Property which do not lower the standards of the Covenants and Restrictions herein contained;

(d) to release any Lot from any part of the Covenants and Restrictions which have been violated if the Developers, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association, its successors and assigns, SJRWMD, DEPCorps, or such similar institutions or associations, without further consent of any of the Owners and all Owners acknowledge that such amendments shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

**7.3 Amendment by Owners.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, conditions, restrictions, Easements, and charges of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, subject to the limitations imposed by Section 7.5 hereof below, upon the execution and recordation of an instrument executed by Owners of not less than two-thirds (2/3) of the Lots, except that no amendment or change shall be allowed by others, without the consent of the Developers, as long as the Developers owns at least one (1) Lot in the development, unless prohibited by the provisions of Chapter 720, Florida Statutes (2013) from time to time in effect.

**7.4 Approval of Developers.** Wherever in this Declaration the consent or approval of the Developers 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 approved in writing by the Developer. Such request shall be sent to Developers by Certified Mail Return Receipt Requested. In the event that the Developers fails to act on any such written request within sixty (60) days after the same has been submitted to the Developer as required above, the consent or approval of the Developers to the particular action sought in such written request shall be presumed; provided, 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 and Restrictions herein contained.

**7.5 Amendment of Stormwater Management System.** Any amendment to the Covenants and Restrictions which alter the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the SJRWMD.

**7.6 Consent for Additional Covenants.** No Lot Owner, without the prior written approval of the Developers, may impose any additional Covenants or Restrictions on any part of the Property.

**7.7 Duration.** These Covenants and Restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, shall remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, and thereafter the said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the end

of the thirty (30) year period from the date this Declaration is recorded, or within six (6) months prior to the end of any such ten (10) year period, as the case may be, a written instrument executed by the then Owners of a majority of the Lots of the Property terminating this Declaration shall be placed on record in the office of the appropriate agency of Duval County, Florida. Upon termination, the requirements of Section 6.3 must be complied with. If required under Florida law, the Developer or the Association shall have the right to cause these Covenants and Restrictions to be re-recorded at such intervals as necessary to continue its enforceability.

**7.8 Enforcement of Covenants.** If any person, firm, corporation, trust or other entity shall violate or attempt to violate any Covenants or Restrictions contained herein, it shall be lawful for the Developer, Association, or any Owner of any Lot: (i) to prosecute proceedings for the recovery of damages against those violating or attempting to violate any such covenant or restriction, or (ii) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such Covenant or Restriction for the purpose of preventing or enjoining any such violation or attempted violation. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developers, Association, Owner or its respective successors or assigns to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. In addition to the foregoing, the Association may impose from time to time fines and charges against Members who willfully violate the rules and regulations enacted by the Association from time to time.

In addition to the foregoing enforcement rights, the Association shall have the right to impose and levy fines against any Owner who fails to cure a breach of any covenant or restriction contained in this Declaration after thirty (30) days written notice to said Owner at the last address of Owner provided to the Association; provided, however in the event the breach is of a nature which is incapable of being cured with said thirty (30) day period, such cure period shall be extended by an additional thirty (30) days without imposition of a fine. Thereafter, the Association may impose fines as determined by the Board until such time as the breach is cured. All fines levied by the Association shall be a charge against the breaching Owner's Lot and shall constitute a lien which may be enforced in the same manner as a lien for delinquent Assessments as provided in Article IV above.

**7.9 Annexation.** Additional land located within the boundaries, of the Future Development Property, or which is contiguous to the Property or contiguous to Future Property, may be annexed by the Developer without the consent of Members within twenty (20) years of the date of this instrument. Developer shall record an amendment to the Declaration subjecting the land described thereon to the Covenants and Restrictions contained herein. Developers may include in such amendment additional Covenants and Restrictions provided such Covenants and Restrictions are not inconsistent herewith.

**7.10 Interpretation.** In all cases the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of the Property. The provisions hereof shall be liberally

interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

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

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

**7.13 Provisions Severable.** The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

**7.14 Attorneys' Fees.** In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including, without limitation, attorneys' fees at trial or on appeal, unless otherwise provided by applicable law.

**IN WITNESS WHEREOF**, the Developer has caused this instrument to be executed and set its seal all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Jessica Smith*  
Print Name: Jessica Smith  
*Raelyn Coffey*  
Print Name: Raelyn Coffey  
Witnesses

RESIDENCES AT PARENTAL HOME  
HOMEOWNERS ASSOCIATION, INC., a  
Florida not for profit corporation

By: *Mark Nugent*  
Mark Nugent, President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of February, 2020, by Mark Nugent, as President of RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who has produced a FLORIDA DRIVERS LICENSE as identification.

*Jessica Smith*  
Print Name: Jessica Smith  
Notary Public, State of Florida at Large  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**RESIDENCES AT PARENTAL HOME HOMEOWNERS ASSOCIATION**

- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 of PARENTAL HOME, according to the Plat thereof, as recorded in Plat Book 73, pages 181 and 182 of the Public Records of Duval County, Florida

RE # 138549-0020, 138549-0030, 138549-0040, 138549-0040, 138549-0050,  
138549-0060, 138549-0070, 138549-0080, 138549-0090, 138549-0100,  
138549-0110, 138549-0120, 138549-0130, 138549-0140

- Real Estate Parcel No. 138549-0000 and 138549-0010 being a part of the replat of the Northeasterly 155 feet of the Southwesterly 360 feet of Tract 12, LOVE GROVE FARMS, according to the Plat thereof as recorded in Plat Book 7, page 3 of the current public records of Duval County, Florida, excepting any portion in Parental Home Road as now located, the current plat being recorded in Plat Book 73, pages 181 and 182 of the Duval County public records. Said properties are designated as a retention pond and park.