

Prepared by:
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REVIVED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LONG MEADOW

THIS REVIVED DECLARATION of covenants, conditions and restrictions for Long Meadow is made effective by LONG MEADOW OWNERS ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation, this 5th day of February 2020.

RECITALS

A. The original Developer for LONG MEADOW recorded that certain Declaration of Covenants, Conditions, and Restrictions for Long Meadow, which is recorded in Official Records Book 5617, page 1319, *et seq.* of the public records of Duval County, Florida (hereinafter together referred to as the "Previous Declaration").

B. All of the land encumbered by the Previous Declaration is depicted on the following plat:

Long Meadow Unit One, as recorded in Plat Book 39, Pages 3 and 3A, of the public records of Duval County, Florida, as more particularly described in the exhibits attached hereto.

C. The covenants, conditions, and restrictions contained in the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act.

D. The organizing committee for LONG MEADOW OWNERS ASSOCIATION, INC. consists of the following:

Gerry Gallitano 12620-3 Beach Blvd. #301 Jacksonville, FL 32246 (630) 253-2302	Suzan Magazu 12620-3 Beach Blvd. #301 Jacksonville, FL 32246 (904) 874-8594	Sharon Johns 12620-3 Beach Blvd. #301 Jacksonville, FL 32246 (904) 477-7038	Kerry Underwood 12620-3 Beach Blvd. #301 Jacksonville, FL 32246 (630) 253-2302
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E. The organizing committee for LONG MEADOW OWNERS ASSOCIATION, INC. does hereby submit the following Revived Declaration of Covenants, Conditions, and Restrictions for Long Meadow, pursuant to 720.403, Florida Statutes, as the "Revived Declaration".

F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto.

G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration for Long Meadow as follows:

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
LONG MEADOW

THIS DECLARATION, made on the date hereinafter set forth by Argyle Homes, Inc., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described as:

LONG MEADOW UNIT ONE according to plat thereof recorded in Plat Book 39, Page 3 in the public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ADDITIONAL LAND more fully described on Exhibit A may be annexed by the Declarant without consent of the members within five (5) years of the date of this Declaration provided that the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them. (Additional land shall be annexed in accordance with the provisions of Article X)

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Long Meadow Owners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described together with improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as those Tracts A and B of the plat of Long Meadow Unit One as shown on the plat thereof recorded in Plat Book 39, Page 3 of the public records of Clay County, Florida. The improvements to the Common Area shall include roadways, parking areas, street lighting, parking areas, sidewalks and a swimming pool with deck and dressing room facilities.

Vertical text on the left margin, possibly a stamp or reference code.

Section 5. "Lot" shall mean and refer to any plot of land together with the improvements thereon shown upon any recorded subdivision plat of the Properties excepting the Common Area.

Section 6. "Declarant" shall mean and refer to Argyle Homes, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation. In no event may the Association deny an Owner the use of the entrance areas or private roads so as to prohibit ingress and egress to his Lot.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) The right of individual owners to the exclusive parking spaces as hereinafter provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside in the Properties.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not less than one automobile parking space, which shall be as near and convenient to his Lot as reasonably possible, together with the right of ingress and egress in and upon the parking space.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration, and the assessments thereon.

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

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

Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1989.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred and Eighty Dollars (\$780.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class 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 at an amount not in excess of the maximum.

(d) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment 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. The annual assessment shall be payable monthly and due dates shall be established by the Board of Directors. 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 is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments 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. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as a common expense.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

Section 11. Declarant Guaranty. At the time of recording this Declaration, only the land described in this Declaration is subjected to the terms and conditions hereof. The Declarant has reserved the right to develop the land described in Exhibit A ("Subsequent Phases Land") to this Declaration. Until such time as the Subsequent Phases Land is subjected to this Declaration, or the control of the Association is transferred to the Owners, whichever shall first occur, the Declarant shall pay the difference between the total of the annual assessments and the common expenses as established by the applicable budget, or twenty five percent (25%) of the annual assessment for each unit the Declarant owns whichever is the greater.

In the event that Declarant fails to pay its pro rata share, the Association may bring an action at law against the Declarant or may file a claim of lien against the Declarant's land and foreclose the lien.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, other than those erected by the Declarant shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

In order to provide for congenial occupancy of the Properties and for the protection of the value of the Lots, the use of the Properties shall be in accordance with the following provisions so long as the Properties are subject to this Declaration.

Section 1. Use of Lots. Each Lot shall be used for a single household and for residential non-commercial purposes only. Nothing herein shall be construed to prohibit

leasing of the Lots, provided that such leases are in compliance with paragraph 7 hereof.

Section 2. Insurance. No use shall be made of any Lot or of the Common Area which will increase the rate of insurance upon the Properties without the prior consent of the Association. No Owner shall permit anything to be done or kept on his Lot or on the Common Area which will result in cancellation of insurance on any Lot or any part of the Common Area, or which will be in violation of any law. No waste shall be committed in the Common Area.

Section 3. Common Area. The Common Area shall be used only for the purposes for which it is intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Area without the prior written consent of the Association.

Section 4. Nuisances. No noxious or offensive activity shall be allowed upon the Properties, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Properties by Owners. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

Section 5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties 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, replacement, modification or repair of the Properties shall be the same as is elsewhere herein specified.

Section 6. Leasing. All leases of the Lots must be for a minimum of six (6) months and must provide that the lessee shall be bound by the provisions of this Declaration and any noncompliance by such lessee shall be the responsibility of the Owner.

Section 7. Television Antennas. All television antennas shall be contained within the Unit. No television antennas shall be affixed in any manner to the exterior of the Unit.

Section 8. Regulations. Reasonable regulations and rules concerning the use of the Properties may be promulgated, modified or amended from time to time by the Board of Directors of the Association; provided, however, that all such rules and regulations not in effect at the time of recording this Declaration and modifications or amendments thereto shall be approved by not less than fifty-one percent (51%) of members of the Association before the same shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Properties upon request.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each

Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, maintenance of trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass or screened surfaces. In addition, Owners shall maintain the area enclosed by any privacy fence adjacent to a Unit including any landscaping contained thereon.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Each Lot is subject to an easement for ingress and egress onto the Lot for the purpose of providing the maintenance and repairs described herein.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the improvements upon the Lot and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of mortgage holder, insurer or guarantor of a mortgage on the Properties (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of 60 days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE X

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right until January 1, 1989, from time to time and in its sole discretion, to annex to the Properties and to include within this Declaration all or part of the additional land described in Exhibit A.

Section 2. Members Annexation. The Owners may annex additional lands to the Properties with the approval of 2/3 of the Owners of the Lots within the Properties.

Section 3. Supplemental Declarations. Any such additions authorized in section 1 or 2 above may be made by filing of record of one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Properties subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Duval County, Florida.

Section 4. Effect of Annexation. In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition of Properties for all purposes of this Declaration, and each Owner of a Lot shall be a Class A Member and the votes of Class A and B members shall be adjusted accordingly. In the event that

the land described in Exhibit A is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the land described on Exhibit A.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event that any party wall is damaged or destroyed, it shall be repaired or restored in accordance with the provisions of Article VIII hereof. In the event that the Owner is not required, by the applicable insurance policy, to rebuild the improvements on the Lot the Owner shall clear the debris and have the Lot leveled, within 60 days from the date of destruction or damages.

ARTICLE XII

EASEMENTS

Each Lot shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by Declarant or its successor or assigns. A valid easement for the described encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event that a structure on a Lot is partially or totally destroyed, and then rebuilt, the Owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of August, 1983.

ARGYLE HOMES, INC.

By [Signature]
its Vice President

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of August, 1983; by David C. Drossier, the Vice President of Argyle Homes, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of
Florida at-Large.

My Commission Expires: .

(LCK/46)

BY-LAWS OF
LONG MEADOW OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is LONG MEADOW OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6075 Argyle Forest Boulevard, Jacksonville, Florida 32244, but meetings of members and directors may be held at such places within the State of Florida, County of Duval, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Long Meadow Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties together with improvements thereon with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Argyle Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the public records of Duval County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year there-

after, at the hour of 6:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The initial Board of Directors shall consist of three persons as set forth in the Articles of Incorporation. Upon the conveyance of thirty units to entities other than the Declarant, the number of directors shall be increased to five (5); three shall be appointed by the Declarant and two shall be elected in accordance with the provisions of Article V. Upon the termination of the Class B membership as provided in the Declaration, the number of directors shall be increased to seven (7). So long as the Declarant owns one (1) lot, the Declarant shall be entitled to appoint one (1) director; the remaining directors shall be elected in accordance with the provisions hereof.

Section 2. Term of Office. At the first annual meeting at which the members are entitled to elect directors, the members shall elect one director for a term of one year, one director for a term of two years and one

director for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall be appointed by the Declarant. Upon the expansion of the Board to include directors elected by the members, the directors shall be elected as hereinafter set forth.

Section 2. Nomination. Nomination for election to the Board of Directors to be elected by the members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by

resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, unless such notice is waived by the Directors.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

Any blanket coverage of the Lots which may be provided shall not insure the contents of the improvements and shall not insure against the liability of Owners for incidences occurring on the Lots.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof;

(g) cause the Common Area and exterior of the improvements on the Lots to be maintained.

(h) to pay all real property taxes and other assessments against the Common Area.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration.
to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and to the extent it is convenient or required, to insure the improvements upon the Lots.

The policy of property insurance shall cover all of the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the common personal property and supplies.

The policy shall afford, as a minimum, protection against the following:

(i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils, normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(iii) losses covered by general liability insurance coverage covering all Common Areas in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Area and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association.

resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or a mortgagee of a Lot. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Long Meadow Owners Association, Inc., a not-for-profit corporation.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

FIDELITY BONDS

Section 1. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees or employees of the Association handling or responsible for funds of or administered by the Association whether or not such persons are compensated. Any management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than 150 percent of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense. The bond shall provide that it cannot be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association and all first mortgagees.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Long Meadow Owners Association, Inc., have hereunto set our hands this 10th day of August, 1983.

[Signature]
David G. Dressler, Jr.
[Signature]
J. Thomas Gillette, III
[Signature]
Linda Connor Kane

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Long Meadow Owners Association, Inc., a Florida not-for-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of August, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of August, 1983.

[Signature]
Donna Seligson, Secretary

IN WITNESS WHEREOF, the Long Meadow Owners Association, Inc. has executed this Revived Declaration the date stated above.

Signed, sealed and delivered in the presence of:

LONG MEADOW OWNERS ASSOCIATION, INC., a Florida corporation not for profit,

[Signature]

[Signature]

Charles W. Brown Jr
Print Name

By: Gerry Gallitano
Its: President

Taylor Rhodes

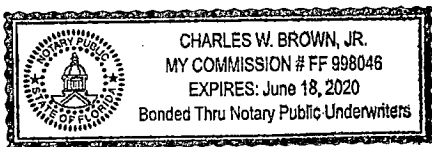
Debra Canada

Taylor Rhodes
Print Name

Attest By: Debra Canada
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] in person or [] by online notarization this 7th day of February, 2020 by Gerry Gallitano, as President for Long Meadow Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.

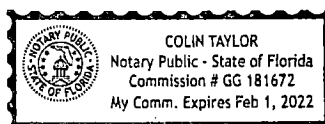


[Signature]
(Print Name Charles W. Brown Jr.)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] in person or [] by online notarization this 10th day of February, 2020 by Debra Canada, as Secretary for Long Meadow Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me and who did take an oath.

[Signature]
(Print Name Colin Taylor)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. GG 181672
My Commission Expires: Feb 1, 2022



ARTICLES OF INCORPORATION
OF
LONG MEADOW OWNERS ASSOCIATION, INC.

FILED
Aug 18 10 13 AM '03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

NAME OF THE CORPORATION

The name of the corporation is LONG MEADOW OWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 6075 Argyle Forest Boulevard, Jacksonville, Florida 32244.

ARTICLE III

REGISTERED AGENT

David C. Dressler, Jr., whose address is 6075 Argyle Forest Boulevard, Jacksonville, Florida 32244, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

PARCEL A

A parcel of land lying in and being a part of the F.P. Fatio Grant, Section 38, and a part of Section 36, Township 3 South, Range 25 East, Duval County, Florida, said parcel being comprised of a portion of Tracts 5, 6, 7, and 8, Block 4 of Section 36, Township 3 South, Range 25 East, Jacksonville Heights, as shown on map thereof recorded in Plat Book 5, Page 93 of the current public records of said county, and being more particularly described as follows:

For point of reference, commence at the most Southerly corner of the Replat of Argyle Forest East Village Units Five and Six, according to plat thereof, recorded in Plat Book 36, Pages 79, 79A and 79B of the current public records of said county, said Southerly corner lying in a curve defining the Northerly Right of Way line of Argyle Forest Boulevard (a 200 foot right of way), said curve being concave to the Northeast and having a radius of 1729.27 feet; run thence Southeast-erly along said Northerly Right of Way line and around said curve through a central angle of 03° 23' 08", for an arc distance of 102.18 feet (said arc being subtended by a chord which bears South 61° 00' 37" East, 102.16 feet); continuing along said Northerly Right of Way line, run thence around said curve through a central angle of 17° 15' 39", for an arc distance of 520.96 feet (said arc being subtended by a chord which bears South 71° 20' 00" East, 519.0 feet); continuing along said Northerly Right of Way line, run thence around said curve through a central angle of 03° 39' 10", for an arc distance of 110.24 feet to the point of tangency of said

curve (said arc being subtended by a chord which bears South $81^{\circ} 47' 25''$ East, 110.22 feet); run thence along said Northerly Right of Way line on a tangent bearing of South $83^{\circ} 37' 00''$ East, a distance of 20.01 feet to a point of cusp with a tangent curve; run thence Northwesterly around a curve, concave to the Northeast and having a radius of 25.0 feet and a central angle of $90^{\circ} 00' 00''$, for an arc distance of 39.27 feet to the point of tangency of said curve (said arc being subtended by a chord which bears North $38^{\circ} 37' 00''$ West, 35.36 feet); run thence on a tangent bearing of North $06^{\circ} 23' 00''$ East, a distance of 30.26 feet to the point of curvature of a curve to the left, said curve being concave to the Southwest and having a radius of 279.36 feet and a central angle of $28^{\circ} 08' 02''$; run thence Northwesterly, around said curve, an arc distance of 137.18 feet to the point of tangency of said curve (said arc being subtended by a chord which bears North $07^{\circ} 41' 01''$ West, 135.80 feet); run thence on a tangent bearing of North $21^{\circ} 45' 02''$ West, a distance of 37.91 feet to the point of curvature of a curve to the right, said curve being concave to the Northeast and having a radius of 236.46 feet and a central angle of $23^{\circ} 52' 44''$; run thence Northwesterly, around said curve, an arc distance of 98.55 feet to the point of tangency of said curve (said curve being subtended by a chord which bears North $09^{\circ} 48' 40''$ West, 97.84 feet); run thence on a tangent bearing of North $02^{\circ} 07' 42''$ East, a distance of 97.05 feet to the point of curvature of a curve to the right, said curve being concave to the Southeast and having a radius of 245.0 feet and a central angle of $47^{\circ} 24' 04''$; run thence Northeasterly, around said curve, an arc distance of 177.03 feet to the point of tangency of said curve (said arc being subtended by a chord which bears North $22^{\circ} 49' 44''$ East, 173.21 feet); run thence on a tangent bearing of North $43^{\circ} 31' 46''$ East, a distance of 128.60 feet to the Point of Beginning.

From the Point of Beginning thus described, run thence North $46^{\circ} 28' 14''$ West, a distance of 50.0 feet; thence North $43^{\circ} 31' 46''$ East, a distance of 346.0 feet to the point of curvature of a curve to the left, said curve being concave to the Northwest and having a radius of 135.0 feet and a central angle of $43^{\circ} 52' 28''$; run thence Northeasterly, around said curve, an arc distance of 103.38 feet to the point of tangency of said curve (said arc being subtended by a chord which bears North $21^{\circ} 35' 32''$ East, 100.87 feet); run thence on a tangent bearing of North $00^{\circ} 20' 42''$ West, a distance of 220.63 feet; thence North $89^{\circ} 09' 36''$ East, a distance of 78.82 feet to a point lying in a curve, said curve being concave to the Southeast and having a radius 170.0 feet; run thence Southwesterly, around said curve and through a central angle of $42^{\circ} 04' 44''$, for an arc distance of 124.85 feet to the point of tangency of said curve (said arc being subtended by a chord which bears South $20^{\circ} 41' 40''$ West, 122.06 feet); run thence North $89^{\circ} 39' 18''$ East, a distance of 50.0 feet; thence South $00^{\circ} 20' 42''$ East, a distance of 65.51 feet; thence North $89^{\circ} 09' 36''$ East, a distance of 453.86 feet; thence South $00^{\circ} 50' 24''$ East, a distance of 105.53 feet; run thence North $89^{\circ} 09' 36''$ East, a distance of 303.11 feet to a point in the Northwesterly right of way line of Youngerman Circle (a 120 foot right of way, as now established), said point lying in a curve, concave to the Southeast and having a radius of 1260.0 feet; run thence Southwesterly, along said Northwesterly Right of Way line and around said curve through a central angle of $11^{\circ} 18' 39''$, for an arc distance of 248.74 feet (said arc being subtended by a chord which bears South $18^{\circ} 19' 40''$ West, 248.33 feet); run thence North $81^{\circ} 55' 27''$ West, a distance of 98.08 feet; thence South $76^{\circ} 16' 28''$ West, a distance of 30.39 feet to a point lying in a curve, said curve being concave to the Northwest and having a radius of 45.0 feet; run thence Southwesterly around said curve through a central angle of $115^{\circ} 08' 27''$, for an arc distance of 90.43 feet to the point of reverse curvature of a curve to the left (the aforementioned arc being subtended by a chord which bears South $43^{\circ} 50' 42''$ West, 75.96 feet); from said point of reverse curvature, run thence Southwesterly around a curve, concave to the Southeast and having a radius of 25.0 feet and a central angle of $44^{\circ} 24' 55''$, for an arc distance of 19.38 feet (said arc being subtended by a chord which bears South $79^{\circ} 12' 28''$ West, 18.90 feet); run thence South $57^{\circ} 00' 00''$ West, a distance of 41.71 feet to the point of curvature of a curve to the left, said curve being concave to the Southeast and having a radius of 25.0 feet; run thence Southwesterly around said curve through a central angle of $59^{\circ} 22' 53''$, for an arc distance of 25.91 feet (said arc being subtended by a chord which bears South $27^{\circ} 18' 33''$ West, 24.77 feet); run thence South $87^{\circ} 37' 07''$ West, a distance of 50.0 feet to a point lying in a curve, said curve be-

ing concave to the Southwest and having a radius of 85.0 feet; run thence Northwesterly around said curve through a central angle of $41^{\circ} 35' 21''$, for an arc distance of 61.70 feet to the point of tangency of said curve (said arc being subtended by a chord which bears North $23^{\circ} 10' 34''$ West, 60.35 feet); run thence on a tangent bearing of North $43^{\circ} 58' 14''$ West, a distance of 88.19 feet to the point of curvature of a curve to the left, said curve being concave to the Southwest and having a radius of 95.0 feet; run thence Northwesterly around said curve through a central angle of $45^{\circ} 30' 00''$, for an arc distance of 77.10 feet (said arc being subtended by a chord which bears North $67^{\circ} 13' 14''$ West, 75.00 feet); run thence South $22^{\circ} 09' 26''$ West, a distance of 100.35 feet; thence North $89^{\circ} 00' 00''$ West, a distance of 247.0 feet; thence North $46^{\circ} 28' 14''$ West, a distance of 160.72 feet; thence South $43^{\circ} 31' 45''$ West, a distance of 224.55 feet to the Point of Beginning.

Lands thus described contain 6.840 acres, more or less.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Duval County, Florida and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Duval County, Florida, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds ($2/3$) of each class of members to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds ($2/3$) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annex-

ation shall have the assent of two-thirds (2/3) of each class of members, (notwithstanding the foregoing, Declarant, Argyle Forest, Inc. shall have the right to annex additional residential property and common area as provided in the Declaration).

(g) have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

(h) have the reasonable right to enter upon any Lot to make emergency repairs or do other work reasonably necessary for proper maintenance of Lots or Common Areas.

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) directors who need not

be members of the association. The number of directors may be changed in accordance with the provisions of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
David C. Dressler, Jr.	6075 Argyle Forest Boulevard Jacksonville, Florida 32244
J. Thomas Gillette, III	6075 Argyle Forest Boulevard Jacksonville, Florida 32244
Linda Connor Kane	2525 Independent Square Jacksonville, Florida 32202

At the first annual meeting at which the members are entitled to elect directors, the members shall elect in accordance with the provisions of the By-Laws.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval of dissolution pursuant to Florida Statute Section 617.05.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of a majority of each class of members. When Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of the majority of the entire membership.

ARTICLE XI

OFFICERS

(a) The officers of this corporation who shall serve until the first election of their successors are as follows:

- President - David C. Dressler, Jr.
- Vice President - J. Thomas Gillette, III
- Secretary-Treasurer - Rosemarie J. Turner

(b) The officers of the Association shall be a President, Vice President and a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create. ~~Officers shall be elected for a one (1) year term in accordance with the procedures set forth in the By-Laws.~~

ARTICLE XII

BY-LAWS

The Board of Directors shall adopt By-laws consistent with these Articles. Such By-laws may be amended by the Declarant on its own motion from the date hereof until control is transferred to the members. By-laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members, present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE XIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV

SUBSCRIBERS

The names and residences of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Linda Connor Kane	2525 Independent Square Jacksonville, FL 32202
J. Thomas Gillette, III	6075 Argyle Forest Boulevard Jacksonville, FL 32244
David C. Dressler, Jr.	6075 Argyle Forest Boulevard Jacksonville, FL 32244

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 28th day of March, 1983.

[Signature]
David C. Dressler, Jr.

[Signature]
J. Thomas Gillette, III

[Signature]
Linda Connor Kane

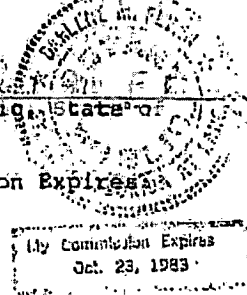
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of March, 1983 by Linda Connor Kane.

[Signature]
Notary Public, State of Florida

My Commission Expires



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of March, 1983, by David C. Dressler, Jr., J. Thomas Gillette, III, and Linda Connor Kane.

[Signature]
Notary Public, State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 9, 1986
Bonded by Transamerica Insurance Co.

CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

FILED

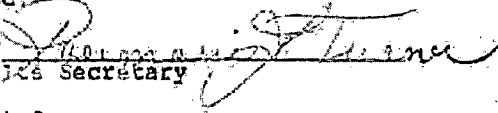
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IN COMPLIANCE WITH SECTION 48.091, FLORIDA
STATUTES, THE FOLLOWING IS SUBMITTED:

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

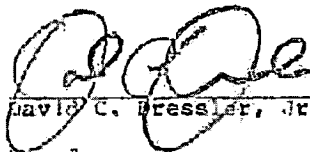
LONG MEADOW OWNERS ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF JACKSONVILLE,
COUNTY OF DUVAL, FLORIDA, HAS NAMED DAVID C. DRESSLER, JR,
LOCATED AT 6075 ARGYLE FOREST BOULEVARD, JACKSONVILLE,
FLORIDA 32244, DUVAL COUNTY, AS ITS AGENT TO ACCEPT SERVICE
OF PROCESS WITHIN FLORIDA.

LONG MEADOW OWNERS ASSOCIATION,
INC.

BY 
Its Secretary

Dated:

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR
THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I
FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY
DUTIES.


David C. Dressler, Jr.

Dated:

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LONG MEADOW OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 18, 1983.

The charter number for this corporation is 769892.

Given under my hand and the

BY-LAWS OF
LONG MEADOW OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is LONG MEADOW OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6075 Argyle Forest Boulevard, Jacksonville, Florida 32244, but meetings of members and directors may be held at such places within the State of Florida, County of Duval, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Long Meadow Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties together with improvements thereon with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Argyle Homes, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the public records of Duval County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year there-

after, at the hour of 6:00 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The initial Board of Directors shall consist of three persons as set forth in the Articles of Incorporation. Upon the conveyance of thirty units to entities other than the Declarant, the number of directors shall be increased to five (5); three shall be appointed by the Declarant and two shall be elected in accordance with the provisions of Article V. Upon the termination of the Class B membership as provided in the Declaration, the number of directors shall be increased to seven (7). So long as the Declarant owns one (1) lot, the Declarant shall be entitled to appoint one (1) director; the remaining directors shall be elected in accordance with the provisions hereof.

Section 2. Term of Office. At the first annual meeting at which the members are entitled to elect directors, the members shall elect one director for a term of one year, one director for a term of two years and one

director for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Initial Board of Directors. The initial Board of Directors shall be appointed by the Declarant. Upon the expansion of the Board to include directors elected by the members, the directors shall be elected as hereinafter set forth.

Section 2. Nomination. Nomination for election to the Board of Directors to be elected by the members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by

resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director, unless such notice is waived by the Directors.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

Any blanket coverage of the Lots which may be provided shall not insure the contents of the improvements and shall not insure against the liability of Owners for incidences occurring on the Lots.

(f) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof;

(g) cause the Common Area and exterior of the improvements on the Lots to be maintained.

(h) to pay all real property taxes and other assessments against the Common Area.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and to the extent it is convenient or required, to insure the improvements upon the Lots.

The policy of property insurance shall cover all of the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the common personal property and supplies.

The policy shall afford, as a minimum, protection against the following:

(i) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils, normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(iii) losses covered by general liability insurance coverage covering all Common Areas in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Area and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The policy shall provide that it may not be cancelled or substantially modified without at least 10 days' prior written notice to the Association.

resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or a mortgagee of a Lot. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Long Meadow Owners Association, Inc., a not-for-profit corporation.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

FIDELITY BONDS

Section 1. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees or employees of the Association handling or responsible for funds of or administered by the Association whether or not such persons are compensated. Any management agent that handles funds for the Association should also be covered by its own fidelity bonds. The total amount of the fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than 150 percent of an amount equal to the estimated annual operating expenses of the Association, including reserves.

Except for the fidelity bonds that a management agent obtains for its personnel, the fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similiar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense. The bond shall provide that it cannot be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days prior written notice to the Association and all first mortgagees.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Long Meadow Owners Association, Inc., have hereunto set our hands this 18th day of August, 1983.

[Signature]
David E. Drescher, Jr.
[Signature]
W. Thomas Gillette, Jr.
[Signature]
Cinda Connor Kane

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Long Meadow Owners Association, Inc., a Florida not-for-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of August, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 18th day of August, 1983.

[Signature]
Donna Seligson, Secretary

PLAT BOOK 39 PAGE 3A
SHEET 2 OF 2 SHEETS

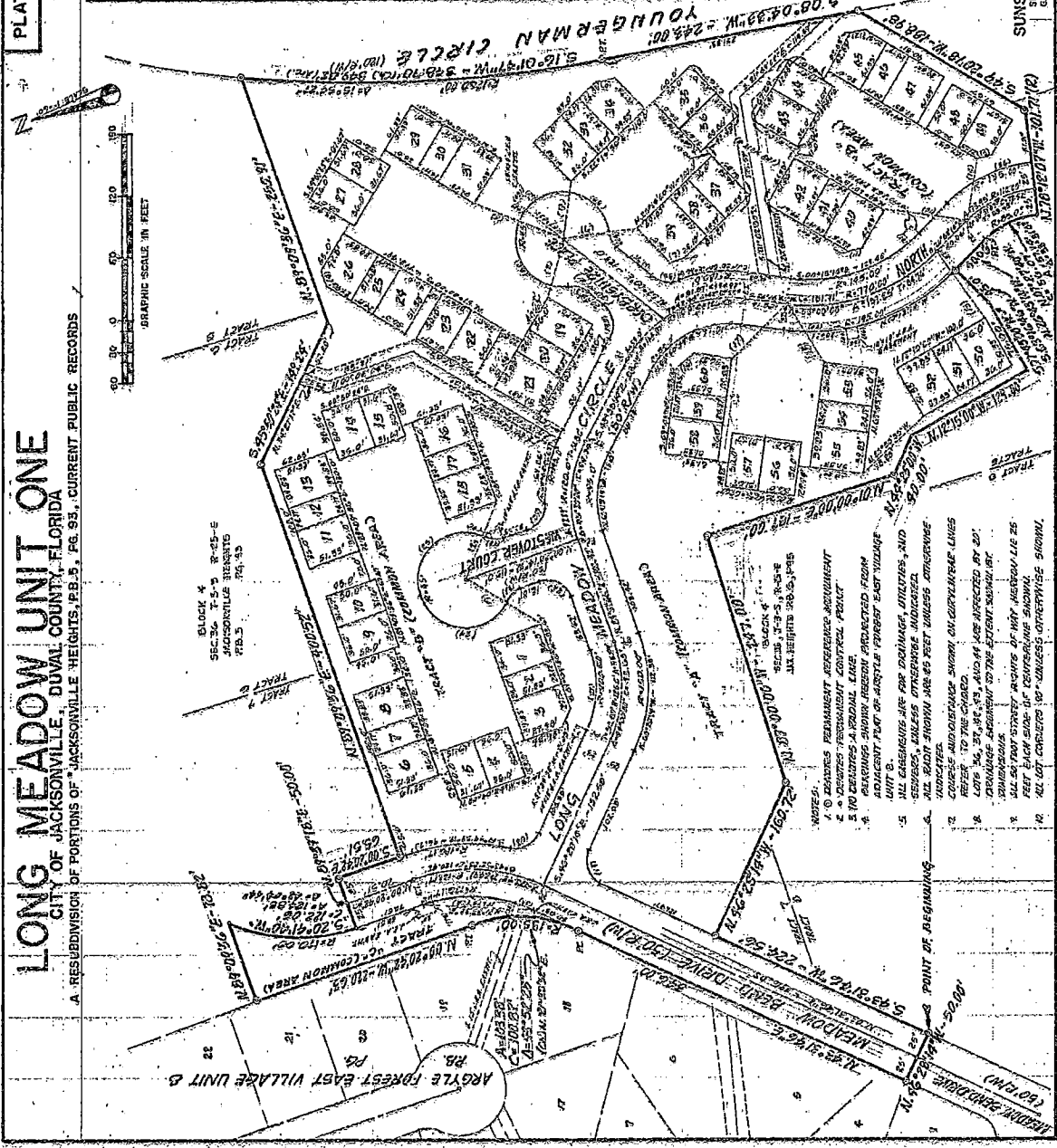
LONG MEADOW UNIT ONE

CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA
A RESUBDIVISION OF PORTIONS OF JACKSONVILLE HEIGHTS, P.B. 5, P.G. 93, CURRENT PUBLIC RECORDS

COURSE	DISTANCE
(1) S. 89° 27' 17" W. - 84.87'	
(2) N. 87° 53' 37" W. - 84.87'	
(3) N. 87° 09' 14" W. - 89.83'	
(4) N. 87° 09' 14" W. - 15.00'	
(5) S. 41° 23' 28" W. - 94.83'	
(6) N. 09° 41' 04" E. - 70.89'	
(7) N. 07° 10' 24" E. - 11.96'	
(8) S. 07° 10' 24" E. - 43.20'	
(9) S. 07° 10' 24" E. - 43.20'	
(10) N. 07° 10' 24" E. - 79.35'	
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(14) N. 08° 41' 53" W. - 17.89'	
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(95) S. 07° 10' 24" E. - 71.81'	
(96) S. 07° 10' 24" E. - 71.81'	
(97) S. 07° 10' 24" E. - 71.81'	
(98) S. 07° 10' 24" E. - 71.81'	
(99) S. 07° 10' 24" E. - 71.81'	
(100) S. 07° 10' 24" E. - 71.81'	

NOTE:
ALL L.L.A. EASEMENTS ARE SITUATED PERPENDICULAR TO AND PARALLEL WITH THE ADJACENT TANGENT PORTION OF STREET R/W UNLESS OTHERWISE INDICATED.

PREPARED BY:
SUNSHINE STATE SURVEYORS, INC.
JACKSONVILLE AND
GAINESVILLE, FLORIDA



- NOTES:
1. TO EXCESS PERMANENT REFERENCE POINT
 2. TO EXCESS PERMANENT CONTROL POINT
 3. TO EXCESS A TANGENTIAL LINE
 4. EXCESS SHOWN HEREIN DERIVED FROM ADJACENT PLAT OF ANGLE PARK EAST VILLAGE UNIT 8.
 5. EXCESS SHOWN HEREIN FOR ADJACENT UTILITIES AND SERVICES, UNLESS OTHERWISE INDICATED.
 6. ALL ROAD SHOWN ARE 60 FEET UNLESS OTHERWISE INDICATED.
 7. COURSE AND DISTANCE SHOWN ON CURVE ARE LINES REFER TO THE CHORD.
 8. CURVE 100, 20, 20, 20, AND 10 ARE INDICATED BY 20', 10', 10', 10', AND 10' TO THE POINT OF BEGINNING.
 9. ALL 50' TANGENTIAL PORTIONS OF ANY MEADOW LANE 25 FEET EACH SIDE OF CENTERLINE SHOWN.
 10. ALL LOT COVERS 90' UNLESS OTHERWISE SHOWN.

CKM: 5-27-83
6-17-83

Owner	Property	Lot	Plat
Xuefei Liu	8348 Westover Court Jacksonville FL 32244	1	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Whitney Pinson	8344 Westover Court Jacksonville FL 32244	2	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Eleanor & Wilfredo Mercurio	8340 Westover Court Jacksonville FL 32244	3	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Jessica Browning	8336 Westover Court Jacksonville FL 32244	4	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Karen E. Jones	8332 Westover Court Jacksonville FL 32244	5	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Taryn M. Lowe Schultz	8328 Westover Court Jacksonville FL 32244	6	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
April Herbster	8324 Westover Court Jacksonville FL 32244	7	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Gabriella G. Mitchell	8320 Westover Court Jacksonville FL 32244	8	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Kathleen Grant	8316 Westover Court Jacksonville FL 32244	9	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Stephen McLendon	8312 Westover Court Jacksonville FL 32244	10	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Lisa G. Martin	8315 Westover Court Jacksonville FL 32244	11	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Tommy and Kathryn Cashion	8319 Westover Court Jacksonville FL 32244	12	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Diana Georgev and Oleg Georgiev	8323 Westover Court Jacksonville FL 32244	13	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Hannah Mackinnon	8327 Westover Court Jacksonville FL 32244	14	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Christopher White	8331 Westover Court Jacksonville FL 32244	15	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Monica M. Mott	8335 Westover Court Jacksonville FL 32244	16	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
William Goodman	8339 Westover Court Jacksonville FL 32244	17	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Tom Morris	8343 Westover Court Jacksonville FL 32244	18	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Brian Duck	8346 Derbyshire Place Jacksonville FL 32244	19	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Hoose Freddie, LLC	8342 Derbyshire Place Jacksonville FL 32244	20	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Sharon Walker-Johns	8338 Derbyshire Place Jacksonville FL 32244	21	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Debra Canada	8334 Derbyshire Place Jacksonville FL 32244	22	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Nedra Bannon	8330 Derbyshire Place Jacksonville FL 32244	23	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Melba Dowdy	8326 Derbyshire Place Jacksonville FL 32244	24	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Rebecca Ellis (Foster)	8322 Derbyshire Place Jacksonville FL 32244	25	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Wendy Raymond	8318 Derbyshire Place Jacksonville FL 32244	26	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Larry A. Klaybor	8314 Derbyshire Place Jacksonville FL 32244	27	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Pamela C. Mills	8310 Derbyshire Place Jacksonville FL 32244	28	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
M. Alan Simms and Melanie Simms	8306 Derbyshire Place Jacksonville FL 32244	29	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Gladys Godwin	8304 Derbyshire Place Jacksonville FL 32244	30	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Paul Baranowski	8302 Derbyshire Place Jacksonville FL 32244	31	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Karla Garcia Moreno	8325 Derbyshire Place Jacksonville FL 32244	32	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Harry Busbee	8329 Derbyshire Place Jacksonville FL 32244	33	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Oscar G. Cambronero	8333 Derbyshire Place Jacksonville FL 32244	34	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Kathryn-Jo Rae Elliott	8337 Derbyshire Place Jacksonville FL 32244	35	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Jorge Alejandro Munoz Luna	8341 Derbyshire Place Jacksonville FL 32244	36	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY

Jenny Catherine Rodriguez	8345 Derbyshire Place	Jacksonville FL 32244	37	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Cheryl Foster	8349 Derbyshire Place	Jacksonville FL 32244	38	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Robert & Lily Chin	8353 Derbyshire Place	Jacksonville FL 32244	39	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Gary Ledman	8419 Long Meadow Cir N	Jacksonville FL 32244	40	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
John T. Jr. & Elizabeth A. Kelly	8421 Long Meadow Cir N	Jacksonville FL 32244	41	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Stephen Smith & Terry Astry	8425 Long Meadow Cir N	Jacksonville FL 32244	42	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Harriett Drengwitz	8429 Long Meadow Cir N	Jacksonville FL 32244	43	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Sarita M Mundy	8433 Long Meadow Cir N	Jacksonville FL 32244	44	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Walter & Shirley Holland	8437 Long Meadow Cir N	Jacksonville FL 32244	45	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Loren Simmons	8441 Long Meadow Cir N	Jacksonville FL 32244	46	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Jenny Rodriguez	8445 Long Meadow Cir N	Jacksonville FL 32244	47	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Ann Navaro Rodriguez	8449 Long Meadow Cir N	Jacksonville FL 32244	48	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Jeanne McGinnis	8453 Long Meadow Cir N	Jacksonville FL 32244	49	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Kerry D. Underwood	8444 Long Meadow Cir N	Jacksonville FL 32244	50	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Lothar Eckardt	8440 Long Meadow Cir N	Jacksonville FL 32244	51	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Matok Properties, LLC	8436 Long Meadow Cir N	Jacksonville FL 32244	52	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Peter Jaghab	8432 Long Meadow Cir N	Jacksonville FL 32244	53	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Kathryn Schlofman	8428 Long Meadow Cir N	Jacksonville FL 32244	54	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Brian D Harriet	8424 Long Meadow Cir N	Jacksonville FL 32244	55	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Michael D. Darby	8420 Long Meadow Cir N	Jacksonville FL 32244	56	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Kirby & Lynda Phillips	8416 Long Meadow Cir N	Jacksonville FL 32244	57	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Hoose Freddie, LLC	8412 Long Meadow Cir N	Jacksonville FL 32244	58	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
William Masters	8408 Long Meadow Cir N	Jacksonville FL 32244	59	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY
Susan Magazu	8404 Long Meadow Cir N	Jacksonville FL 32244	60	LONG MEADOW UNIT ONE; BK 39, PG 3; DUVAL COUNTY

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

January 31, 2020

Charles W. Brown, Jr.
Crabtree Law Group, P.A.
8777 San Jose Boulevard
Building A, Suite 200
Jacksonville, Florida 32217

**Re: Long Meadow Owners Association, Inc.; Approval;
Determination Number: 20021**

Dear Mr. Brown:

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

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

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

Sincerely,

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

JDS/ss/rm

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

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Charles W. Brown, Jr., Esq.
January 31, 2020
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

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

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

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

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