

REVIVED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
RAYMUR VILLA SUBDIVISION UNIT FOUR

THIS DECLARATION, made on the date hereinafter set forth by  
CENTEX REAL ESTATE CORPORATION, a Nevada corporation, hereinafter  
referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property  
(hereinafter referred to as "Property") in Jacksonville, Duval County,  
State of Florida, which is more particularly described as follows:

All lots shown on Plat of RAYMUR VILLA SUBDIVISION UNIT FOUR  
according to Plat thereof recorded in  
Plat Book 44, Pages 79, 79A, public records of Duval  
County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the  
Property 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 Property or any  
part thereof, their heirs, successors and assigns, and shall inure to  
the benefit of each owner thereof.

A D D I T I O N A L L A N D

The Declarant may (but has no obligation to, and shall not be  
required to) annex additional land (hereinafter referred to as  
"Additional Land"), without the consent of any Owner, or mortgagee of  
any Owner (unless required by Federal Housing Administration, the  
Veterans Administration, or the Federal National Mortgage Association),  
at any time within five (5) years of the date of this Declaration.  
Additional Land or portions thereof may be annexed by one or more  
Supplemental Declarations of Annexation from time to time, in  
accordance with the provisions of Article IX hereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to RAYMUR VILLA SUBDIVISION UNIT FOUR  
OWNERS ASSOCIATION, INC.  
a Florida corporation not for profit, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the  
Association as duly elected from time to time in accordance with the  
Bylaws of the Association.

Section 3. "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 part of the Property, as defined below, including contract  
sellers, but excluding those having such interest merely as security  
for the performance of an obligation, unless and until such secured  
party has acquired title pursuant to foreclosure or any proceeding in  
lieu thereof.

Section 4. "Plat" shall mean the Plat of RAYMUR VILLA SUBDIVISION  
UNIT FOUR recorded in Plat Book 44, Pages 79, 79A  
of the current public records of Duval County, Florida.

Section 5. "Property" or "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, as  
provided in Article IX.

~~OFFICIAL RECORDS~~  
 "Lot" shall mean and refer to any plot of land, together with the improvements thereon, if any, shown upon the recorded plat excepting dedicated roadways or streets, thereon, and shall include all lots as shown on a recorded or preliminary plat of any property brought within the jurisdiction of the Association by annexation, as provided in Article IX.

Section 7. "Common Area" shall mean all real property if any and improvements thereon hereafter owned by the Association for the common use and enjoyment of the Owners. At the time of recording of this Declaration, there are no Common Areas. Any provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association relating to the Common Areas will become effective only if this Declaration is amended to add Common Areas or if the Association should acquire Common Areas.

Section 8. "Declarant" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of Development.

Section 9. "Dwelling Unit" shall refer to any dwelling unit or living unit constructed or to be constructed on the Property, together with all additions to or replacements of such dwelling or living units whether free standing, connected to another dwelling unit by a common party wall, or within a single building containing more than one dwelling unit.

Section 10. "Rear Yard" shall refer to that portion of a lot lying between the line of the rear foundation of the Dwelling Unit constructed thereon (and the extension of such rear foundation line to its intersection with the side boundary lines of the lot) and the rear lot line of said Lot.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. In the event this Declaration is amended to add Common Areas, then 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 suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding the foregoing, in no event may the Association deny an Owner the use of any entrance areas or private roads so as to prohibit ingress and egress to his Lot.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or to grant permits, licenses or easements therein or thereover, to any public agency, authority or public or private utility for roads or utility services or other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or 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 in the public records of Duval County, Florida.

(c) The easements and rights described in Sections 3, 4, and 5 of this Article II.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or "agreement for deed" purchasers who reside on the Property.

~~OFFICIAL RECORDS~~ Utility Easement and Maintenance.

(a) Declarant hereby reserves, unto itself, its successors and assigns, a perpetual, transferable and releasable easement, privilege and right to install, erect, maintain, repair, replace and operate utility lines and facilities (including without limitation, electric, telephone, water, sewerage and drainage lines, cables and conduits; water mains; drainage lines and ditches; sewer lines and force mains; and any other equipment for providing water, sewage, disposal, electrical, telephone, gas, heating, cable television or other communications or utility services) in, over and under all of the following described property (except any portion thereof upon which Declarant has erected any portion of a Dwelling Unit or other improvements):

- (i) All easements shown on the Plat (whether such easements are shown thereon to be for utility, drainage or other purposes);
- (ii) the rear seven and one-half (7-1/2) feet of each Lot;
- (iii) an area five (5) feet in width lying immediately adjacent to and along each interior side lot line of each Lot;
- (iv) all retention areas or ponds, including side slopes and the area lying within ten (10) feet beyond the top of bank.

together with the right of ingress and egress for the purpose of exercising the easements herein reserved. The Declarant shall have the unrestricted right and power to alienate, transfer and release privileges, easements and rights referred to in this paragraph and to grant additional non-exclusive easements to utility companies serving the Property to install, operate, maintain, repair and replace utility lines and equipment in the above described easement area. The Owners of each Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights, and easements. All such easements, including those designated on the plat are and shall remain private easements and the sole exclusive property of the developer and its successors and assigns. In the event any lot in this plat is subdivided, then the side lot line will be deemed to have been moved according to its new dimensions and the former five foot side line easement, as well as the five foot easement as well as the five foot restriction line, will be deemed to follow on each side of the new lots thus created.

(b) Each utility company providing service to any Dwelling Unit on the Property, its successors, assigns, agents and employees, shall have a perpetual and unobstructed easement and right of entry upon each Lot to the extent necessary or convenient to permit the installation, maintenance, replacement, removal, repair, servicing and reading of utility meters on any Lot. No owner, occupant or tenant of any Dwelling Unit shall erect any fence or any locked gate which inhibits such access.

(c) All utility lines serving one Dwelling Unit only, shall be maintained by the Owner or Owners of the Dwelling Units served thereby from the Dwelling Units served to the point where such lines connect to the main line. All other utility lines, including drainage lines, drainage ditches and drainage retention ponds, lakes or basins, and all associated drainage structures serving or providing drainage of the Property, shall be maintained by the Association.

(d) Developer hereby reserves unto itself, its successors and assigns, for the use and benefit of the Additional Land, and any other property owned by Declarant, whether or not the same shall become subject to this Declaration, a non-exclusive, perpetual and transferable easement for drainage over and through all drainage ditches, lines, and retention areas, if any, upon the Property.

~~SECTION 4~~ <sup>JACKSONVILLE</sup> Sewage Disposal. Each owner of a building plot, at his expense, shall connect his sewage disposal lines to the sewage collection provided to serve that owner's building plot so as to comply with the requirements of JACKSONVILLE SUBURBAN UTILITIES, INC. sewage collection and disposal service. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any lands without the approval of JACKSONVILLE SUBURBAN UTILITIES, INC. and any appropriate regulatory agencies and no sewage shall be discharged onto the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

Section 5. Additional Easements.

(a) Additional easements may be reserved or granted by Declarant with respect to any Lot at any time prior to the time that Lot is conveyed to an Owner other than Declarant.

(b) Declarant hereby reserves unto itself, its successors and assigns a perpetual, non-exclusive and transferable easement over the roadway areas as shown on the Plat for ingress and egress and for the purpose of installing utility lines, cables and equipment for serving any other property now or hereafter owned by Declarant, whether or not this Declaration is amended to add such property to the lands encumbered by this Declaration.

ARTICLE III  
FORMATION OF ASSOCIATION  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Formation of Association. Prior to the sale or transfer by Declarant of the last Lot encumbered by this Declaration to be owned by Declarant, Declarant shall create a Florida Corporation, not for profit, for the purpose of carrying out the responsibilities and exercising the rights set forth in this Declaration to be exercised by the Association. Upon the creation of such Association, Declarant, its successors or assigns, shall make and record in the public records of Duval County, Florida, a Special Amendment to this Declaration, attaching as an Exhibit thereto a copy of the Articles of Incorporation of the Association, as filed with the Secretary of State of Florida. Such Special Amendment may be made by Declarant, its successors or assigns, without the consent or joinder of any other Owner or the holder of any Mortgage upon any Lot or any interest in the Property. Upon the creation of the Association and the recording of such Special Amendment 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.

Section 2. Membership and Voting Rights. The Association shall have one class of voting members. All Owners, including the Declarant, 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 and as provided in the Bylaws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

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 Property, 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, 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 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 Property including, but not limited to the following:

- (a) for the improvements and maintenance of the Common Area, if any;
- (b) for the maintenance, improvement and operation of drainage easements, surface and subsurface drainage systems and drainage retention basins, lakes or ponds serving the Property;
- (c) to maintain in good condition and repair any entrance signs and any landscaping serving any entranceway to the Property described herein, and to maintain any Median areas or other landscaped areas which are within the streets as shown on the plat.
- (d) to do anything necessary and desirable, in the judgement of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgement of the Association, may be a benefit to the Owners of the Property.

Section 3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty and no/100 dollars (\$60.00) per year for each Lot. The entire annual assessment shall be paid in advance in one payment.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above 5 percent (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.
- (d) The Board may fix the annual assessment at an amount not in excess of the maximum.
- (e) 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, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

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 to meet bonafide expenses of the Association not anticipated to be incurred on a regular or annual basis, or to cover the cost and expense of maintenance and repairs or replacements of improvements upon a Lot which the Owner thereof is responsible to make under Article VII hereof, but has failed to make, or for the purpose of defraying, in whole or 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 thirty (30) days not more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a 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 formation of the Association shall be due on the first day of each month thereafter. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board 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. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed five dollars (\$5.00) shall be due and payable. 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 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 Property or Common Area, if any, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage upon that Lot unless notice of such lien is filed in the public records of Duval County, Florida prior to the recording of such 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. A foreclosure sale, or a proceeding in lieu thereof shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon his Lot which became due prior to the date of such sale. 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 provision may be reallocated and assessed against the remaining Lots as a common expense.

Section 10. Exempt Property. All Property dedicated to, and accepted by, a local public authority or utility company, and model units or sales offices 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 assessment. The Declarant shall pay each month to the Association, an amount equal to twenty-five percent (25%) of the annual assessment due and payable for the applicable month for each lot upon which the improvements have been completed, which Developer owns, and which is not used as a residence. At such time as the Lot is occupied, the Owner thereof, whether or not the Owner is Declarant, shall be liable for the full monthly prorated payments of the annual assessment. Once the Lot has been occupied for residential use it shall always be subject to the payment of the full assessment, whether occupied or unoccupied.

## OFFICIAL RECORDS

The Declarant's assessment, whether a partial or full assessment, together with interest costs and attorney's fees shall be a charge on the Declarant's Lots and shall be a continuing lien upon the Lot against which the assessment is made.

## ARTICLE V

## ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvements, other than those erected by the Declarant shall be commenced, erected, altered, modified or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made or commenced, including without limitation, changing the exterior color thereof; not shall there be any change or alteration of the landscaping, including without limitation changes to sodded or natural areas, removal of trees, planting hedges or other shrubbery, or planting of gardens, 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 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, or by Declarant if prior to formation of the Association, (hereinafter referred to as the "Committees"). In the event said Board, or its designated Committee fails to approve or disapprove such design and location within (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 Property and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is 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, except as provided herein. Nothing herein shall be construed to prohibit leasing of the Lots or the improvement thereon, provided that such leases are in compliance with Section 5 hereof. Notwithstanding the foregoing, Declarant shall have the right to use any Lot or Dwelling Unit as a real estate sales office so long as that Lot or Dwelling Unit is owned by or leased to Declarant.

Section 2. Insurance. No use shall be made of any Lot or of the Common Area, if any, which will increase the rate of insurance upon the Property or any Lot, without prior consent of the Association or the Owner of any affected Lot. 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, if any.

Section 3. Nuisances. No noxious or offensive activity shall be allowed upon the Property, or upon any Lot, 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 Property or any Lot by Owners or the Association. All parts of the Property 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 on the Property or any Lot.

Section 4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property 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 Property shall be the same as is elsewhere herein specified.

Section 5. Leasing. All leases of the Lots or improvements thereon must be for a minimum of six (6) month 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. This section shall not apply to lease by an Owner to the Declarant of premises for use as a real estate sales office.

Section 6. Detached Structures and Objects. None of the following buildings, structures or objects shall be erected and maintained or allowed to remain on any Lot unless the same are located wholly within the rear yard and obscured from view from any street or any adjacent Lot or located in such manner that the same are obscured from view from any street or any adjacent Lot: pens, yards, platforms, and houses for pets, hothouses, greenhouses, above ground storage or construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, appliances, tool shops and workshops, play houses, outdoor fireplaces, barbecue pits, garbage and trash cans and receptacles, and other mechanical equipment and any other structures or object determined by Declarant, the Board or the Committee to be of an unsightly nature or appearance. This provision shall not prohibit Declarant from storing construction materials upon any Lot during construction of improvements thereon.

Section 7. Temporary, Movable Structures. Except as otherwise permitted herein, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. This paragraph shall not however prevent the use by Declarant of a temporary construction shed during the period of actual construction of Units upon Lots, hereunder, nor the use of adjacent sanitary toilet facilities for workmen during the course of such construction, nor the use of any Lot or Unit thereon for a sales office so long as such Lot is owned by Declarant.

Section 8. Window Air Conditioner. No window air conditioner unit shall be installed in any building upon any Lot without the prior written consent of Declarant, the Board, or the Committee.

Section 9. Antennas. No radio or television aerial antenna or satellite dish antennas or any other exterior electronic or electric equipment or device of any kind shall be installed or maintained on the exterior of any building located on a Lot, or on any portion of any Lot not occupied by a building or other structure, unless and until Declarant, the Board or the Committee shall have approved of the location, size and design thereof and the necessity therefor.

Section 10. Mail Boxes. There shall be no mail boxes or newspaper boxes unless approval therefor is given by Declarant, the Board or the Committee, which shall also require approval as to the initial and approval as to continued location, size and design.

Section 11. Trash. Burning of trash, rubbish, garbage, leaves or other materials, in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and in such location so as to be hidden from view from any adjacent Lot or street. which shall also require approval as to the initial and approval as to continued location, size and design.

Section 12. Parking, Storage, Repairs. Except for passenger cars and pickup trucks for personal use, no vehicles (including trailers, motor homes, mobile homes), nor any junk, abandoned, disabled or inoperable vehicles, including passenger cars and pickup trucks for personal use, nor any similar property shall be kept on any street or driveway or stored on any Lot except within a garage, or fully fenced rear yard. No repairing or overhauling of any vehicles is allowed on any part of the Property of a Lot. No vehicle shall be parked in any portion of a Lot which is not paved as a driveway or parking area. Notwithstanding the foregoing, Declarant shall have the right to maintain temporary additional parking upon any Lot owned or leased by Declarant and used as a real estate sales office.

Section 13. Condition of Lots. Each owner shall maintain the entire Lot (and the improvements thereon) in a neat and clean condition at all times. no trash, garbage, rubbish, debris or refuse or unsightly objects shall be allowed to be placed, accumulated, or suffered to remain anywhere on any Lot or street.

Section 14. Drying. Outdoor drying of wash must be done in areas that are completely screened from view from any adjacent Lot or any street.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot or other portion of the Properties. There shall be allowed no more than two domesticated dogs, cats or other household pets for each Unit provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free. If, in the sole discretion of Declarant or the Board, any of said pets become dangerous or an annoyance or nuisance to other residents of the Property or surrounding areas, or destructive of wildlife or property, they must not thereafter be kept on the Property.

Section 16. Grading. No Lot or part thereof or any other portion of the Property shall be graded, and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent property without the prior written consent of the Declarant.

Section 17. Garbage Collection. Each Owner shall contract with a garbage collection company or agency to remove garbage, trash and rubbish from such Owner's Lot.

Section 18. Additional Covenants and Restrictions. Other than Declarant, no owner of any part of the Property shall, without the prior written approval of Declarant, impose any additional covenants and restrictions on any part of the Property.

Section 19. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board; 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 each class 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 Property upon request.

Section 20. Fences. No chain link fence shall be erected upon any portion of the Property. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extension of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (as defined in Article V hereof) as the harmony of composition, materials, design, and height in relation to surrounding structures and topography. The Association and the Architectural Committee shall require the composition, materials, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article II, Section 5 hereof. The restrictions of this paragraph shall not apply to a Lot owned by or leased to Declarant and used as a real estate sales office, so long as such Lot is used for that purpose.

## OFFICIAL RECORDS

Section 21. Window Coverings. All window coverings shall have white or off-white backing or lining so as to give a uniform appearance to the facade of the Dwelling Units.

Section 22. Exterior Appearance. In order to preserve the architectural consistency and the uniform appearance of the improvements constructed upon the Property, no alteration or changes shall be made to the exterior of any Dwelling Unit or improvements constructed upon the Property (including changes in color or painting of exterior surfaces, installation of exterior lighting or hardware of a different type of appearance from that originally constructed, installed or applied by Declarant) without prior written consent from the Board or the Architectural Committee as required by Article V hereof.

Section 23. Garages. No garage on any Lot shall be enclosed or converted for use as part of the living area of a Dwelling Unit, or used for any purpose other than that for which it was originally constructed.

Section 24. Signs. No sign of any character shall be displayed or placed upon any lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design specified by the Developer which follows City Codes. In no event shall any such permitted sign exceed 24 inches by 36 inches in size. The Developer may enter upon any building plot and summarily remove, without notice, any signs which do not meet the provisions of this paragraph.

Section 25. Commercial Signs. Nothing contained in these Covenants and Restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial or display signs, of whatever size and type determined by Developer, and such temporary dwellings, model houses and other structures as the Developer may deem advisable.

## ARTICLE VII

## EXTERIOR MAINTENANCE AND LANDSCAPING

## Section 1. Building Maintenance.

Each Owner shall maintain in good order and repair the exterior of the building located upon such Owner's Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, then the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents, and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be due and payable immediately, shall be added to and become part of the assessment to which such Lot is subject, and shall be secured by the lien for assessments.

## Section 2. Easement for Building Maintenance.

The Owner of each Lot (the "Servient Lot") by acceptance of his deed, grants to each adjacent Owner, his agents and employees the right of ingress and egress over the Servient Lot for the purpose of maintaining and repairing the adjacent Owner's Lot as required herein. Any such entry except in the case of an emergency shall be during reasonable hours and done so as to minimize any disturbance of the Servient Lot Owner's use of his property and upon completion of the maintenance, the Servient Lot shall be restored to its condition prior to entry. In addition, the Association and its authorized agents are hereby granted an easement of ingress and egress over each and every Lot for the maintenance and repair required by the Declarant, and doing other work reasonably necessary for the proper maintenance and operation of the Property and the improvements thereon.

## OFFICIAL RECORDS

## Section 5. Landscaping &amp; Weed Control.

Each Lot, including the portion of the Lot between the street pavement and the right of way line shall be landscaped and maintained. No gravel, rocks, artificial turf or similar material shall be permitted as substitute for a grass lawn. No fences shall be permitted on the portion of the Lot between the Dwelling Unit and the adjacent public street. The composition, location and height of any fence to be constructed on any other portion of the Lot shall be subject to the approval of the Association. To the extent permitted by the City of Jacksonville, the Association shall maintain the landscaping upon any median areas within the streets as shown on the Plat. The provisions of this paragraph shall not apply to a Lot owned by or leased to Declarant for use as a real estate sales office, so long as the Lot and improvements thereon are used for that purpose. Each building plot, whether such plot be improved or unimproved, shall be kept free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall be kept at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply, the Association or Declarant shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth, and weeds and rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgement to maintain the property in a neat and attractive condition all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Association as described in Section 1 above.

## ARTICLE VIII

## RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of a mortgage holder, lender, insurer, or guarantor of a mortgage on the Property or any Lot or the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Veteran's Administration or the Federal Housing Administration, or any agent of any of the aforesaid having an interest in or mortgage upon a Lot (hereinafter jointly and severally 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 Property 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 sixty (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 IX

## ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. For a period up to five years after the date of recording this Declaration, the Declarant shall have the right (without obligation to do so), from time to time and in its sole discretion without the consent or joinder of the Association, any Owner, or mortgagee of any Owner (unless otherwise required by the Federal Housing Administration, the Veteran's Administration, or the Federal National Mortgage Association) to annex to the Property and to include within this Declaration additional land.

Section 2. Members Annexation. In addition to the manner of annexation permitted by Section 1, above, the Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds (2/3) of the Lots within the Property.

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 Property subject to this Declaration. Such supplement declaration shall become effective upon being recorded in the public records of Duval County, Florida.

ARTICLE X

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

ARTICLE XI

ENCROACHMENTS

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

ARTICLE XII

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 judgement 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 period 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 votes of each class, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded in the public records of Duval County, Florida.

~~SECTION 5. SPECIAL AMENDMENT~~  
 SECTION 5. Special Amendment. So long as any of the Lots are encumbered by mortgages owned, held, guaranteed or insured by the Federal Housing Administration or the Veterans Administration, and so long as there is 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 amendments of this Declaration.

Section 5. Special Amendment. As long as there is a Class B membership, or so long as Declarant is entitled to annex without the consent of any Owner, the Association or any Mortgagee, hereby reserves and is granted the right and power to make and to record in the public records of Duval County, Florida, Special Amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which perform (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to cure any ambiguity or inconsistency. Provided however, that no such Special Amendment shall discriminate against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expence of the Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of January 1989 ~~XXXXXX~~

IN WITNESS WHEREOF, the undersigned, being the Association has caused this Revived Declaration of Unit 4 of Raymur Villa Subdivision Owners Association, Inc. to be executed on the 4 day of MARCH, 2023.

Signed, sealed and delivered in the presence of:

RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

Witness: [Signature]

By: [Signature]  
Eric Everson, President

Print name: CORNELIO OBOGEAN

Witness: Melanie VanDenhende

By: [Signature]  
Eric VanDenhende, Secretary

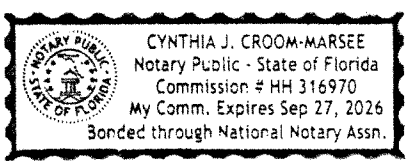
Print name: Melanie VanDenhende

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2023, by Eric Everson, as President of Raymur Villa Subdivision Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: (Notary must check applicable box).

- is/are personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



Cynthia J. Croom-Marsee  
SIGNATURE OF NOTARY  
Cynthia J. Croom-Marsee  
Name of Notary (Typed, Printed or Stamped)

**REVIVED ARTICLES OF INCORPORATION**  
**OF**  
**RAYMUR VILLA SUBDIVISION OWNERS' ASSOCIATION, INC.**  
A Florida Corporation, Not-For-Profit

**ARTICLE I - NAME**

The name of the corporation shall be RAYMUR VILLA SUBDIVISION OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association."

**ARTICLE II – TYPE OF CORPORATION**

The Association is a not-for-profit corporation and has no capital stock.

**ARTICLE III - DURATION**

The Association shall have a perpetual existence.

**ARTICLE IV – PURPOSES AND POWERS**

The Association does not contemplate pecuniary gain or profit to its members, and the 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 real property described in that certain Declaration of Covenants, Conditions and Restrictions for Raymur Villa, recorded in the Duval County Official Records ("Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and to promote the health, safety and welfare and recreation of the residents within such properties, and for these purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) To fix, levy and collect (enforcing payment by any lawful means) all charges and 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 for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To purchase, receive, lease, or otherwise 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) To borrow money, and with the assent of two-thirds (2/3) of the voting membership, to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) To engage the services of agents, independent contractors, or employees to manage, operate, or perform all or any part of the affairs and business of the Association; and
- (f) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation not-for-profit organized under Chapter 617 and Chapter 720 of the Florida Statutes may now or hereafter have to exercise.

#### **ARTICLE V – MEMBERSHIP AND VOTING RIGHTS**

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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

There shall be one class of voting members. All Owners 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 and as provided in the Bylaws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

The Bylaws of the Association may provide for suspension of membership for failure to pay assessments and for violations of the Rules and Regulations established by the Board of Directors.

#### **ARTICLE VI - ADDRESS AND REGISTERED AGENT**

The principal address of the Association and the registered office and agent of the corporation shall be as designated with the Florida Secretary of State, Division of Corporations, and found on [www.sunbiz.org](http://www.sunbiz.org), and as may be changed from time to time.

#### **ARTICLE VII – INITIAL BOARD OF DIRECTORS**

The affairs of the Association shall be administered by a Board of Directors of no less than three directors, who shall be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

**ARTICLE VIII – MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the voting membership; all subject, however, to the provisions relating to annexation as set forth in said Declaration.

**ARTICLE IX – AUTHORITY TO MORTGAGE**

After common area, if any, has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of the voting membership.

**ARTICLE X – AUTHORITY TO DEDICATE**

The Association shall have the power to dedicate, sell or transfer all or any part of the common area, if any, (after same has been conveyed to it) 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 may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the voting membership agreeing to such dedication, sale or transfer.

**ARTICLE XI - DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of the voting membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This procedure shall be subject to court approval on dissolution pursuant to F.S. 617.1430. The responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027 F.A.C., and be approved by the St. Johns River Water Management District prior to any dissolution, termination or liquidation.

**ARTICLE XII – MEETINGS FOR ACTIONS GOVERNED BY  
ARTICLES VIII THROUGH XI**

In order to take actions under Articles VIII through XI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than fourteen (14) days in advance of the meeting. The presence of members or of proxies entitled to cast at least thirty (30%) percent of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above.

**ARTICLE XIII – SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM**

The Association shall operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-031-0109AM requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration. The assessments levied and collected by the Association shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

**ARTICLE XIV – BYLAWS**

The Bylaws shall be adopted by the Board and may be altered, amended, or rescinded by the Directors or members in the manner provided by the Bylaws.

**ARTICLE XV – AMENDMENTS**

Amendments of these Articles shall be proposed and adopted in the following manner: (a) a resolution setting forth the proposed amendment may be proposed by a majority of the Board of Directors or by not less than one-third (1/3) of the membership; (b) at a properly noticed meeting of the membership, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the membership of the Association.

IN WITNESS WHEREOF, the undersigned, being the Association has caused these Articles of Incorporation of Raymur Villa Subdivision Owners Association, Inc. to be executed on the 14 day of MARCH, 2022

Signed, sealed and delivered in the presence of:

RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

Witness: [Signature]

By: [Signature]

Print name: ERIC A. VANDORPEN

Eric Everson, President

Witness: [Signature]

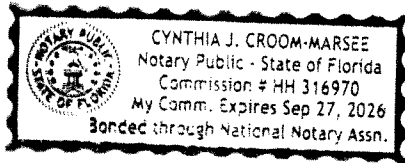
Print name: CORNELIU DRAGIEANU

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2023, by Eric Everson, as President of Raymur Villa Subdivision Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box).*

- is/are personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}



*Cynthia J. Croom-Marsee*  
SIGNATURE OF NOTARY

*Cynthia J. Croom-Marsee*  
Name of Notary (Typed, Printed or Stamped)

**REVIVED BY-LAWS OF**  
**RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

The name of this Corporation is RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The registered office and agent of the corporation shall be as designated with the Florida Secretary of State, Division of Corporations, and found on [www.sunbiz.org](http://www.sunbiz.org), and as may be changed from time to time. 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 RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to that certain real property described in the plats for the Association, further described as follows: (1) Plat for Raymur Villa Subdivision Unit One at Duval County Official Records Plat Book 41, Page 11; (2) Plat for Raymur Villa Subdivision Unit Two at Duval County Official Records Plat Book 41, Page 12; (3) Plat for Raymur Villa Subdivision Unit Three at Duval County Official Records Plat Book 43, Page 44; (4) Plat for Raymur Villa Subdivision Unit Four at Duval County Official Records Plat Book 44, Page 79; and (5) Plat for Raymur Villa Subdivision Unit Five at Duval County Official Records Plat Book 45, Page 49.

Section 3. "Common Area" shall mean all real property owned by the Association, if any, including any acquired hereafter, and improvements thereon, for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plats for the Association, further described as follows: (1) Plat for Raymur Villa Subdivision Unit One at Duval County Official Records Plat Book 41, Page 11; (2) Plat for Raymur Villa Subdivision Unit Two at Duval County Official Records Plat Book 41, Page 12; (3) Plat for Raymur Villa Subdivision Unit Three at Duval County Official Records Plat Book 43, Page 44; (4) Plat for Raymur Villa Subdivision Unit Four at Duval County Official Records Plat Book 44, Page 79; and (5) Plat for Raymur Villa Subdivision Unit Five at Duval County Official Records Plat Book 45, Page 49. There is excepted from the definition of Lot any of the Common Area, if any, described above as noted on said subdivision plats.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, as defined above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, unless and until such secured party has acquired title pursuant to foreclosure or any proceeding in lieu thereof.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for RAYMUR VILLA SUBDIVISION recorded in the Official Records of Duval County, Florida, as amended from time to time, the terms of which are incorporated herein by reference.

### **ARTICLE III — MEMBERSHIP AND VOTING RIGHTS**

Section 1. 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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. If a Lot is owned by a corporate Owner, that corporate Owner shall file with the Association the designated representative of that corporate Owner who shall act as the member of the Association for that corporate Owner, and only that person is eligible to act as the member of the Association for that corporate Owner.

Section 2. Voting Rights. There shall be one class of voting members. All owners 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 and as provided in the By-laws of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. For corporate Owners, only the designated representative for that corporate Owner on file with the Association can cast a vote for that Lot owned by the corporate Owner. During any period in which a member shall be in default in the payment of any monetary obligation owed to the Association, the voting rights of such member may be suspended after notice and hearing, and such voting rights remain suspended until the past-due balance is paid in full.

### **ARTICLE IV — MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of formation 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 thereafter, at such reasonable hour as may be determined by the Board of Directors. 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 of the Association or by the Board of Directors, or upon written request of the members who are entitled to vote two-thirds (2/3) of all of the votes of the entire membership.

Section 3. Notice of Meeting. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws, 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 14 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-tenth (1/10) of the voting 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 a quorum is not 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. Proxies may be granted to and exercised by persons who are not members of the Association.

Section 6. Action Taken Without a Meeting. The members 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 the holders of the necessary number of votes. Any action so taken shall have the same effect as though taken at a meeting of the members.

## **ARTICLE V - PROPERTY RIGHTS; RIGHTS OF ENJOYMENT**

Each member shall be entitled to the use and enjoyment of the Common Area, if any, as provided in the Declaration. Any member may delegate the member's rights of enjoyment of the Common Area to the members of the member's family, tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

## **ARTICLE VI-BOARD OF DIRECTORS; TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a Board of three (3) directors, who shall be members of the Association.

Section 2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members shall elect the director(s) for a term of three (3) years to fill each expiring term.

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, the director's successor shall be selected by the remaining members of the Board, or at a special meeting of the members duly called for this purpose, and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of the director's 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 VII – NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors may 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 to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. 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. The government-issued ID must match the name on the Association's roster of Members for that person to be able to attend the meeting and vote in the election. Ballots will be distributed at the meeting to those in attendance and will include those candidates who have nominated themselves as a candidate for the Board of Directors. No Member shall be eligible to serve on the Board of Directors if he or she is delinquent in assessments, has unpaid fines or, in any way, is not in compliance with the Declaration and the Bylaws of the Association. If a Lot is owned by a corporate Owner, that corporate Owner can hold only one seat on the Board of Directors no matter how many Lots are owned by that corporate Owner. Prior to running for the Board of Directors, the designated representative of that corporate Owner who is eligible to hold a seat on the Board of Directors must be listed on file with the Association, along with his or her title with that corporate Owner, and only that person is eligible to run for the Board of Directors for that corporate Owner.

## **ARTICLE VIII - MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, 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 (2) directors, after not less than three (3) days notice to each director.

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 IX - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

(a) To adopt and publish rules and regulations governing the use of the Property and Common Area, if any, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction of such rules and regulations;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration

(c) To 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 without just cause having been furnished to and accepted by the Board;

(d) To establish, disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(e) To engage the services of a manager, an independent contractor, or such other employees as it deems necessary, and to prescribe the conditions, compensation, and duties of their work.

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

(a) To 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 voting membership;

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

(c) As more fully provided herein, and in the Declaration:

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

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

(d) To 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 of Directors for the issuance of these certificates. Such certificates

shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability and hazard insurance on the Common Area, if any, and other property owned or maintained by the Association, if deemed appropriate;

(f) To cause all officers, employees or agents of the Association who have fiscal responsibility to be bonded, and to procure and maintain adequate indemnification insurance for all officers and directors, if deemed appropriate;

(g) To cause the Common Area, if any, to be maintained;

(h) To maintain, improve and operate the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, surface and subsurface drainage systems, lakes or ponds and all associated drainage structures serving or providing drainage of the Property;

(i) To maintain in good condition and repair any entrance signs and landscaping serving any entranceway to the Property described herein, and to maintain any median areas or other landscaped areas which are within the rights of way as shown on the Plats; and

(j) To do anything necessary and desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which in the judgment of the Association, may be a benefit to the Owners of the Property.

## **ARTICLE X - OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time time by resolution create. Only they president and vice-president need be members of the Board of Directors. All officers, however, shall be members of the Association. One person may hold two offices.

**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 the Association shall be elected annually by the Board and shall hold office for one (1) year unless he or she 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 by giving 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; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The office of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one 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 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 the President's absence, inability, or refusal to act; and shall exercise and discharge such other duties as may be required 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; shall keep the corporate seal of the association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall 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; shall keep proper books of account; shall 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 shall deliver a copy of each to the members.

**ARTICLE XI - COMMITTEES**

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

## ARTICLE XII - 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. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE XIII - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assesments. As more fully provided in the Declaration, each member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection and reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any 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 Property including but not limited to the following:

- (a) for the improvement and maintenance of the Common Area, if any;
- (b) for the maintenance, improvement and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, surface and subsurface drainage systems, lakes or ponds and all associated drainage structures serving or providing drainage of the Property;
- (c) to maintain in good condition and repair any entrance signs and landscaping serving any entranceway to the Property described herein, and to maintain any median areas or other landscaped areas which are within the rights of way as shown on the Plats; and
- (d) to do anything necessary and desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety, hazards, or which in the judgment of the Association, may be a benefit to the Owners of the Property.

Section 3. Maximum Annual Assessment.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars and no/100 (\$60.00) per year for each Lot.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the

membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board may fix the annual assessment at an amount not in excess of the maximum.

(e) 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 Property and Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

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 to meet bona fide expenses of the Association not anticipated to be incurred on a regular or annual basis, or 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 Property or Common Area, if any, 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 the members who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present.

Section 5. Notice and Quorum for Action 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of the membership shall constitute a quorum.

Section 6. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all Lots. The Assessments may be collected on a monthly or quarterly basis, i.e., 1/12th or 1/4th of the annual assessment on each month or each quarter, respectively.

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 formation of the Association, and the recording of the Special Amendment of formation, and shall be due on the first day of each month thereafter. The Board 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. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed five dollars (\$5.00) shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing 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 Non-payment of Assessments; Remedies of the Association. 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 due date at the rate of fifteen percent (15%) or the highest rate permitted by Florida law from time to time, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property, and the Association shall have a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of the owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein upon any Lot shall be subordinate to the lien of any first mortgage upon that Lot unless notice of such lien is filed in the public records of Duval County, Florida, prior to the recording of such 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 become due prior to such sale or transfer. A foreclosure sale, or a proceeding in lieu thereof, shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon his Lot which became due prior to the date of such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed against the remaining Lots as a common expense.

Section 10. Exempt Property. All property dedicated to and accepted by a local public authority or utility company, and all property designated as Common Area, if any, and model units or sales offices shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from assessments.

#### **ARTICLE XIV - CORPORATE SEAL**

The Association shall have its seal in circular form having within its circumference the words: RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC.

#### **ARTICLE XV – AMENDMENTS**

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of not less than two-thirds of the affected parcel owners.

**ARTICLE XVI - CONFLICTS**

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 XVII - FISCAL YEAR**

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.

IN WITNESS WHEREOF, the undersigned, being the Association has caused these By-Laws of Raymur Villa Subdivision Owners Association, Inc. to be executed on the 3<sup>RD</sup> day of November, 2023.

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Print name: CORNELIU BOBGEANU

Witness: [Signature]

Print name: Sandra S. Hall

RAYMUR VILLA SUBDIVISION OWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation

By: [Signature]  
Eric Everson, President

By: [Signature]  
Eric VanDenhende, Secretary

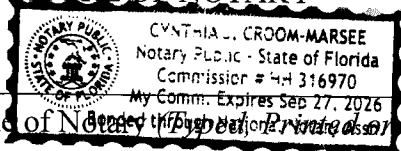
STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2023, by Eric Everson, as President of Raymur Villa Subdivision Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: (Notary must check applicable box).

- is/are personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

[Signature]  
SIGNATURE OF NOTARY



Name of Notary (Typed or Printed or Stamped)



Ron DeSantis  
J. Alex Kelly

November 30, 2023

Hans C. Wahl, Esq.  
Cobb & Gonzalez, P.A.  
4655 Salisbury Rd Ste 200  
Jacksonville, FL 32256-0957

**Re: Raymur Villa Subdivision Owners Association, Inc. – Raymur Villa Unit Four, Approval;  
Determination Number: 23105-A**

Dear Mr. Wahl:

The Florida Department of Commerce<sup>1</sup> (Commerce) has completed further review of the proposed revitalization of the Declaration of Covenants and other governing documents for the Raymur Villa Subdivision Owners Association, Inc. – Raymur Villa Unit Four (Association). Commerce has determined that the proposed revitalization documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, Commerce hereby approves the revitalization of the Association's Declaration of Covenants and other governing documents. This determination supersedes and replaces Determination Number 23105 dated June 16, 2023.

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 Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,

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

JDS/bp

<sup>1</sup> On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce," as appropriate.

Hans C. Wahl, Esq.  
November 30, 2023  
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 FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
FLORIDA DEPARTMENT OF COMMERCE  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@COMMERCE.FL.GOV

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.

Raymur Villa Unit Four						
Owner	Street Address	City	Zip Code	Lot #	Legal Description	
Marvin & Karen Pemberton	3435 Charmont Dr.	Jacksonville	32277	20	Lot 20 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
David & Deborah Hubbard	3440 Charmont Drive	Jacksonville	32277	3	Lot 3 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Thomas E. Williams	3441 Charmont Drive	Jacksonville	32277	19	Lot 19 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Michael A. and Betty Williams	3447 Charmont Drive	Jacksonville	32277	18	Lot 18 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Randall L Jacobs	3448 Charmont Dr.	Jacksonville	32277	4	Lot 4 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Scott & Cathryn Murfin	3454 Charmont Drive	Jacksonville	32277	5	Lot 5 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
George & Todd Bishop	3459 Charmont Drive	Jacksonville	32277	17	Lot 17 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Sandra Shea & Tony Gilleux	3460 Charmont Dr	Jacksonville	32277	6	Lot 6 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Luis Pantoja & Celia S. Pantoja	3465 Charmont Drive	Jacksonville	32277	16	Lot 16 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Barbara Mancini	3466 Charmont Dr.	Jacksonville	32277	7	Lot 7 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Charlotte S. Ruffin	3471 Charmont Drive	Jacksonville	32277	15	Lot 15 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Scott & Lorna Wittenrich	3472 Charmont Drive	Jacksonville	32277	8	Lot 8 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Ian & Louwana Albury	3477 Charmont Drive	Jacksonville	32277	14	Lot 14 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Dana Hill	3478 Charmont Dr	Jacksonville	32277	9	Lot 9 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	
Angela & Roscoe Whitson	3483 Charmont Drive	Jacksonville	32277	13	Lot 13 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida	

Charles E Scantling	3484 Charmont Dr.	Jacksonville	32277	10	Lot 10 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Michael & Carole D'Angelo	3490 Charmont Drive	Jacksonville	32277	11	Lot 11 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Stephen & Tami Will	3496 Charmont Drive	Jacksonville	32277	12	Lot 12 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Gale Saddler	8066 International Village Drive	Jacksonville	32277	51	Lot 51 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Lemar E. Colleton	8071 International Village Drive	Jacksonville	32277	1	Lot 1 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Amir Lavi, Trustee	8072 International Village Dive	Jacksonville	32277	50	Lot 50 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
George Reardon	8077 International Village Drive	Jacksonville	32277	2	Lot 2 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Tuong Tran and Annie Cao	8078 International Village Drive	Jacksonville	32277	49	Lot 49 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Arturi, Virginia G.	8084 International Village Drive	Jacksonville	32277	48	Lot 48 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida
Marciana Salmon	8090 International Village Drive	Jacksonville	32277	47	Lot 47 Raymur Villa Subdivision Unit Four, According to Plat Thereof as Recorded in Plat Book 44, Pages 79 and 79A of the Current Public Records of Duval County, Florida