

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR:**

SECRET WOODS, as recorded in Plat Book 39, Pages 39, 39A,
39B, 39C, and 39D, public records of Duval County, Florida.

NORTH FLORIDA BUILDERS, INC., a Florida corporation, the original developer, heretofore recorded the covenants, conditions, easements, and restrictions on the foregoing described lands in Official Records Book 5800, Page 750, in the Public Records of Duval County, Florida (hereinafter defined as "Previous Declaration"). Those covenants, conditions, easements, and restrictions expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

The organizing committee for SECRET WOODS, consisting of:

Sharon Snow	Katherine Frazier	David Hargnett
7232 Secret Woods Drive	3139 Misty Creek Lane	3161 Secret Woods Trail West
Jacksonville, FL 32216	Jacksonville, FL 32216	Jacksonville, FL 32216
(904) 619-7118	(904) 739-0304	(904) 236-0059

does hereby submit the covenants, conditions, easements, and restrictions for SECRET WOODS for revival pursuant to Section 720.403, Florida Statutes, hereinafter defined as the "Revived Declaration":

This Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise provided by Section 720.402(3), Florida Statutes. This Revived Declaration does provide for an effective term of longer duration than the term of the Previous Declaration as permitted by Section 720.402(3)(a), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

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

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to the Secret Woods Homeowners Association, Inc., its successors and assigns.

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

Section 3: "Properties" shall mean and refer to the properties described on the Plat of SECRET WOODS, according to plat thereof recorded in Plat Book 39, pages 39 through 39D, inclusive, of the current public records of Duval County, Florida, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 4: "Common Area" shall mean and refer to all real Property (including the improvement thereto) now or hereafter owned or maintained by the Association for the common use and enjoyment of the Lot owners. The Common Area owned by the Association at the time of the conveyance of the first Lot is more particularly described on the Exhibit "A" attached here to and by this reference made a part hereof.

Section 5: "Lot" shall mean and refer to any plot of land shown upon the aforesaid recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6: "Stormwater Management System" shall mean and refer to the designed features of the Properties which collect, convey, channel, hold inhibit or divert the movements of stormwater, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

ARTICLE II
PROPERTY RIGHTS

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

- a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area owned by the Association;
- b) the right of the Association to suspend the voting rights and right to use the recreational facilities 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;

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

Section 2: Delegation of Use. Any Owner may delegate in accordance with the By-laws, his right of enjoyment to the Common Area owned by the Association and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3: Lake and Water Rights. All lakes and ponds within said Property constitute a portion of the Stormwater Management System for Secret Woods. Fishing, swimming and boating of any type are prohibited on all lakes and ponds situated within said Property; and Owners of Lots abutting any lake or pond shall maintain the Lot to the water's edge. Owner shall maintain such Lot so as to prevent any erosion of embankments, and in the event Owner fails to maintain said Lot as aforesaid and as more specifically recited in Article VII herein, the Association shall have the right, but not the duty, to enter onto said Lot and perform the necessary maintenance at Owner's expense.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, 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; (2) an initial capital contribution to the Association in the amount of \$800.00 to defray operating costs of the Association, and (3) 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 Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be at the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. In the event there is more than one Owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of the assessment. The personal obligations for delinquent assessments shall not pass to his (or their) successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to: (1) promote the recreation, health, safety and welfare of the residents in the Property; and, (2) for the improvement and maintenance of the Stormwater Management System, Common Areas, and entranceways into said Property from Goodnow Road and Tiger Hole Road and located on Lots 1, 111, 126 and 127, including, but not limited to, fences, landscaping and other improvements thereon for the beautification of said entranceways together with the two islands located in the public right-of-way at each of said entrances.

Section 3. Maximum Annual Assessment. As of May 1, 2018, the maximum annual assessment shall be \$350.

- a) From and after January 1, 2019, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1, 2019, the maximum annual assessment may be increased above 10% by 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.
- c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

Section 5. Notice and Quorum for Any Action Authorized Under Section 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 the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments; Due Dates The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of

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

Section 8: Effect of Non-payment 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 ten percent (10%) per annum or at the maximum legal rate, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by a local public authority or private utility provider and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except however that no land or improvements devoted to dwelling use shall be exempt from the assessments created herein, (except as described in Section 7 of this Declaration).

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties; nor shall any exterior addition, change or alteration of any structure be made; nor shall any radio, television aerial or antenna or other exterior electronic or electrical equipment or device be installed on the Properties; nor shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties; nor shall any window air-conditioner be placed on any window facing a street until the plans and specifications showing the nature, kind, shape, height and materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
USE RESTRICTIONS

Section 1. Land Use and Building Type. Except as authorized by Section 6 of this Article, (a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage; (b) no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage for not more than two cars; and, (c) no building situated on any Lot shall be rented or leased separately from the rental of the entire Lot.

Section 2. Easements.

- (a) Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all streets, roads, drives, courts, lanes, ways and rights-of-way on the aforesaid recorded Plat. These easements shall be terminable in whole or in part by a local public authority or utility of the applicable easement area.
- (b) The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, the utility company or the Homeowners' Association is responsible.
- (c) Within the aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through drainage channels in the easements or in existing drainage ponds and lakes.
- (d) Vehicular ingress and egress is prohibited over and across "Non-access Easements" as reserved on the aforesaid Plat of Secret Woods.
- (e) In the event that any Lot in the said Plat is subdivided, then the side Lot line will be deemed to have been moved according to its new dimensions and the former side line easement, as well as the side line restriction in Section 5, Article VI, will be deemed to follow on each side of the new Lots thus created.

Section 3. Motorists' Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush, tree or other things, natural or artificial may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the Association, unreasonably obstruct the vision of the motorist upon any of the streets.

Section 4. Minimum Square Footage for any Principal Residence. No residence which is the principal residence on a Lot shall be erected or allowed to remain on any Lot in SECRET WOODS unless the square footage of heated living thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,500 square feet.

Section 5. Set Back for All Structures. No building shall be located on any Lot nearer than twenty (20) feet to the front Lot line (except in the case of a corner lot where a front setback

of 20 feet shall be provided on one frontage, and a setback of 10 feet shall be provided on the other frontage) nor nearer than 10 feet to the rear lot line, PROVIDED, HOWEVER, that those portions of Lot 16 through 27, 29 through 40, 72 through 90, 102 through 103, and Tract "C" inclusive, which are designated as an Unobstructed Easement as shown on the Plat of Secret Woods shall not be filled, developed or fenced and no structure or any other improvement of any type shall be placed on said portion of Lots 16 through 27, 29 through 40, 72 through 90, 102 through 103, and Tract "C", inclusive. No building shall be located nearer than 5 feet to any side lot line, provided that the combined side yards shall not be less than 15 feet.

Section 6. Other Structures. No other improvements or structures, whether attached or detached, shall be erected or placed on a Lot without the prior written consent of the Architectural Control Committee. No shed, shack, trailer, tent or other temporary or movable building or structures of any kind shall be erected or permitted to remain on any Lot.

Section 7. No Parking of Vehicles, Boats, Etc. Except for occupant's private automobiles bearing no commercial signs, no wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures except as hereinafter provided. Such vehicles or objects may be kept completely inside a garage attached to the main residence. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers shall be maintained or kept on any Lot other than completely inside a garage.

Section 8. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Developer and Builder have provided underground conduits to serve each Lot extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall be, become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduit provided by the Developer and Builder), conductors and other electric facilities from the point of the applicable transformer to the residence or other property of the Owner of each Lot. The Owner of each Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence or other building on his Lot.

Section 9. Residing Only in Residence. No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

Section 10. 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 approved by the Architectural Control Committee, which approval shall not be unreasonably withheld. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from the Association.

Section 11. Pets. Not more than two dogs or two cats or four birds (excluding parrots) or four rabbits may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose. If the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 12. Upkeep and Maintenance of Dwelling and Lots. Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds on any Lot or unit which shall tend to decrease or adversely affect the aesthetic appearance of the development or specific areas therein.

Section 13. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried out on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot or upon any Lot or Lots contiguous thereto. No open fires or incinerators for burning of trash, leaves, clippings of other debris or refuse shall be permitted to be on any part of any Lot or road right-of-ways. All garbage shall be kept in receptacles and the receptacles in places on the Lots as determined and approved by the Architectural Control Committee.

ARTICLE VII LAKES AND PONDS

Section 1. Maintenance. Certain Lots contained within the Properties are adjacent to or contain Lakes or Ponds constituting a portion of the Stormwater Management System for SECRET WOODS. The Owner of each such Lot shall maintain the Lot so that grass, plantings or other lateral support of the embankment shall prevent erosion of the embankment and so that said embankment shall be kept in a clean, neat and orderly condition; however, the height, grade and contour of the embankment shall not be changed without the prior written consent of the Architectural Control Committee. The cost of maintenance of the embankments and land areas abutting the actual water line of the Lake or Pond areas shall be solely the cost and expense of the Owner of said embankment or land area. The Association shall maintain all such Lakes and Ponds below the actual water line so as to control the growth of and eradication of plants, fowl, reptiles, animals and fish in a manner as may be consistent with reasonable Lake and Pond maintenance for the preservation of said areas as a part of the Master Drainage System for the Properties and for the preservation of said areas so as to aesthetically benefit the Owners of all Lots located in SECRET WOODS.

Section 2. Structures. No docks or other structures shall extend into the Lake or Pond areas without the prior written approval of the Architectural Control Committee.

Section 3. Activities. No fishing, swimming or boating of any type shall be permitted on Lakes or Ponds situated within the Properties. No activities constituting a nuisance shall be conducted upon the Lakes or Ponds and no rubbish, trash, garbage, or other discarded items shall be deposited in the Lakes or Ponds.

Section 4. Access for Maintenance. The Association, its authorized agents and assigns shall have an easement for ingress and egress to, from and upon the Lakes and Ponds located in SECRET WOODS for the purpose of inspecting and maintaining said Lakes and Ponds in accordance with the terms of this Declaration.

Section 5. Maintenance of Other Easements of Stormwater Management System. All other elements of the Stormwater Management System that are not maintained by the City of Jacksonville shall be maintained by the Association.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Association May Correct Violations. Wherever there shall have been built or there shall exist on any Lot any structures, building, thing or conditions which are in violation of these Covenants and Restrictions, the Association shall have the right, but no obligation, after ten (10) days written notice has been given to the Property Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such Property, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for any damages or account thereof.

Section 2. Amendment with Consent of Owners and Effective Period. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 3. Legal Action on Violation. If any person, firm, corporation or other entity shall violate or attempt to violate any of these Covenants and Restrictions, it shall be lawful for the Association or any person or persons owning any Lot on said land to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate such Covenants and Restrictions; and, (b) prosecute proceedings at equity for the purpose of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner or occupant of any residence on any Lot shall not have the right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating Section 3, Article VI, of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association to enforce any Covenant or Restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of

the right to enforce the same thereafter as to the same breach or violation thereof occurring prior or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay a reasonable attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more restrictions or any part thereof shall in no way impair the validity of the remaining restrictions or part thereof.

Section 4. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Exhibits. In accordance with Section 720.403(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner in Exhibit A attached hereto and made a part hereof. The Articles of Incorporation for the Association contained in Exhibit B are attached hereto and made a part hereof. The By-Laws for the Association contained in Exhibit C are attached hereto and made a part hereof and a graphic description of the real property subject to the Revived Declaration is contained in Exhibit D and is attached hereto and made a part hereof.

IN WITNESS WHEREOF, SECRET WOODS HOMEOWNERS ASSOCIATION, INC., has caused this instrument to be executed in its corporate name by its duly authorized officers on this 23 day of Jan, 2019.

SECRET WOODS HOMEOWNERS ASSOCIATION, INC.

By: Kathryn S Williams

Attest: Brad Remy

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 2019, by KATHRYN S WILLIAMS as President of Secret Woods Homeowners Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC – STATE OF FLORIDA

Personally known _____ OR
Produced Identification
Florida Driver License
Type of Identification

sign Jonathan Dinar
print JONATHAN DINAR
My Commission Expires: 06/05/2022



Jonathan Dinar
Notary Public
State of Florida
My Commission Expires 06/05/22
Commission No. GG 225313

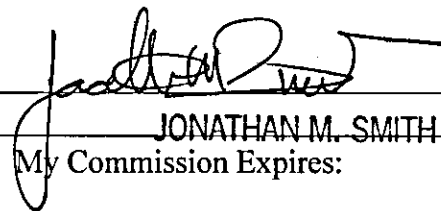
State of Florida
County of Duval

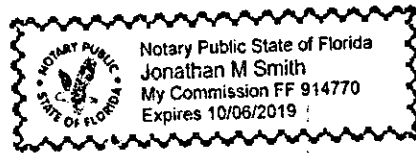
The foregoing instrument was acknowledged before me this 23rd day of Jan, 2019, by Beth Arney as Secretary of Secret Woods Homeowners Association, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC – STATE OF FLORIDA

Personally known OR
Produced Identification

Type of Identification

sign 
print JONATHAN M. SMITH
My Commission Expires:



ARTICLES OF INCORPORATION
OF
SECRET WOODS HOMEOWNERS ASSOCIATION, INC.

RECORDED
INDEXED
MAY 10 1984
DALLAS COUNTY CLERK

FILED

In compliance with the requirements of Chapter 617, Florida Statutes the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I
NAME OF THE CORPORATION

The name of the corporation is "SECRET WOODS HOMEOWNERS ASSOCIATION, INC.", hereafter called the "Association".

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 4540 Southside Boulevard, Suite 7, Jacksonville, Florida 32217.

ARTICLE III
REGISTERED AGENT

The registered agent of this Association is W. Howard White, 8161 Shady Grove Road, Jacksonville, Florida 32217.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control for the residential Lots and Commons Areas within that certain tract of property described as SECRET WOODS according to the plat thereof as recorded in Plat Book, 39, pages 39-39D of the public records of Duval County, Florida, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by recording an amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Duval County, Florida. For this purpose it has, without limitation, the power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions for SECRET WOODS, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the public records of Duval County, Florida;

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

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

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer; provided, however, any areas within the plat that are stated to be for public or private dedication, as for example, roadways and utility easements, shall be subject dedication solely by the Developer named in the Declaration of Covenants, Conditions, Easements and Restrictions for Secret Woods, without the consent of this Association;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, (notwithstanding the foregoing, Declarant shall have the right to annex additional residential property and common area as provided in the Declaration);

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

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

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

ARTICLE V MEMBERSHIP

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

ARTICLE VI QUORUM

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be presented 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. Any action of the corporation must be approved by a majority of the quorum except as otherwise provided in the Declaration of Covenants, Conditions, Easements and Restrictions of Secret Woods. Once a quorum is established, withdrawal of members shall not disestablish it.

The Association shall have two classes of voting membership:

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

CLASS B: Class B member(s) shall be the "Developer" and "Builder" and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1990

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of not less than three (3) Directors. The number of Directors may be changed in accordance with the provisions of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
W. Howard White	8161 Shady Grove Road Jacksonville, Florida 32217
Ronnie D. Coppenbarger	3422 Comorant Cove Drive Jacksonville, Florida 32217
Mabry Edwards, Jr.	8176 Blue Jay Lane Jacksonville, Florida 32216

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

**ARTICLE VIII
INITIAL OFFICERS**

The affairs of the Association shall be managed by a President, Vice President, Secretary/Treasurer, and such other officers as permitted in the By-Laws. The names and addresses of those persons who shall act as officers of the corporation until the election of their successors are:

President	W. Howard White 8161 Shady Grove Road Jacksonville, Florida 32217
Vice President	Ronnie D. Coppenbarger 3422 Comorant Cove Drive Jacksonville, Florida 32217
Secretary/Treasurer	Mabry Edwards, Jr. 8176 Blue Jay Lane Jacksonville, Florida 32216

ARTICLE IX
INCORPORATOR

The name and address of the initial incorporator of the Association is as follows:

W. Howard White

8161 Shady Grove Road
Jacksonville, Florida 32217

ARTICLE X
DISSOLUTION

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

ARTICLE XI
DURATION

This association shall exist perpetually.

ARTICLE XII
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses are incurred, except in such cases which the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIII
AMENDMENTS

Amendment of these Articles may be proposed by the Board of Directors or by not less than thirty-percent (30%) of the entire membership and adoption of any such amendment shall require the assent of seventy-five (75%) of the entire membership.

ARTICLE XIV
BY-LAWS

The By-Laws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of the Board of Directors.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this 14 day of May, 1984.

W. Howard White
W. Howard White

RECORDED
STATE

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, a notary public authorized to take acknowledgements in the state and county aforesaid, personally appeared W. HOWARD WHITE known to me and know to me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the state and county aforesaid this 14 day of May 1984.

Leann H. ...
NOTARY PUBLIC STATE OF FLORIDA AT
LARGE

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 1, 1987

SECRETARY OF STATE

MAY 15 9 31 AM '84

FILED

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Secret Woods Homeowners Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at the City of Jacksonville, County of Duval, State of Florida, has named W. Howard White located at 8161 Shady Grove Road, (Street address and number of building, Post Office Box address not acceptable), City of Jacksonville, County of Duval State of Florida, as its agent to accept service of process within this state.

FILED
MAR 15 1961
SECRETARY OF STATE

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By W. Howard White
(Resident Agent)

Secret Woods By-laws

By-laws of Secret Woods Homeowners Association

Article I: Name and Location

The name of the corporation is SECRET WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4540 Southside Boulevard, Suite 7, Jacksonville, FL 32217, but meetings of the 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 Secret Woods Homeowners Association, Inc., its successors and assigns.

Section 2. "Property" shall mean and refer to the properties described on the Plat of Secret Woods, according to plat thereof recorded in Plat Book 39, pages 39 through 39D, of the current public records of Duval County, Florida, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer to all real Property owned or maintained by the Association for the common use and enjoyment of the Lot owners and is more fully described in the Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the plat of Secret Woods, together with improvements thereon with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to North Florida Builders, Inc., a Florida corporation and real Fund Development Corp., a Florida corporation, their respective successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development or construction.

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

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

Section 9. "Storm-water Management System" shall mean and refer to the designed features of the Properties which collect, convey, channel, hold, inhibit, or divert the movement of storm-water, as more particularly described on Exhibit "A" attached to the Declaration.

Section 10. "Builder" shall mean and refer to any building contractor or construction company that holds title to any Lot for the purpose of constructing a residential dwelling thereon, or who has constructed an unsold residential dwelling on any Lot.

Article III: Meeting of Members

Section 1. Annual Meetings. Annual Meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members except for meetings pursuant to Section 3 and 4 of Article IV of the Declaration 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 fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or if proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration. If, however, such quorum shall not be presented 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 announcements at the meeting, until a quorum as aforesaid shall be present or be represented. Any action of the corporation must be approved by a majority of those present except as otherwise provided in the Declaration of Covenants, Conditions, Easement and Restrictions of Secret Woods. Once a quorum is established, withdrawal of members shall not disestablish it.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the "Developer" and "Builder" and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be the "Developer" and "Builder" and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On December 31, 1990.

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

Article IV: Board of Directors - Selection and Term of Office

Section 6. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be members of the Association. The initial Board of Directors shall consist of three (3) persons as set forth in the Articles of Incorporation. Upon the termination of the Class B membership as provided in the Declaration, the number of Directors shall be increased to seven (7). So long as the Declarant owns one (1) Lot, the Declarant shall be entitled to appoint one (1) Director, and the remaining Directors shall be elected in accordance with the provisions hereof.

Section 2. Term of Office. At the first annual meeting at which the members are entitled to elect Directors, the members shall elect one (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; and at each annual meeting thereafter the members shall elect Directors for a term of three (3) years.

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

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

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

Article V: Nomination and Election of Directors

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

Section 2. Nomination. Nomination for election to the Board of Directors to be elected by the members shall be made by a Nominating Committee. Nomination 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. The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members and non-members.

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

Article VI: Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than annually with notice of such place and hour as may be fixed from time to time by resolution of the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Article VII: Powers and Duties of the Board of Directors

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

- a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such members shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infractions of published rules and regulations;
- c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-quarter (1/4) of the Class A members who are entitled to vote;
- b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c) As more fully provided in the Declaration to:
 - 1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring action at law against the Owner personally obligated to pay the same; provided, however, that failure by the Board of Directors to enforce any provision of this paragraph, shall in no event be deemed a waiver of the right to do so thereafter.

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

e) Procure and maintain liability and hazard insurance on property owned by the Association and such other insurance as the Board of Directors may deem advisable.

The policies in effect shall afford, as a minimum, protection against the following:

1) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

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

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

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

The insurance policies shall be non-assessable by the insurer against the insured.

f) Cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof:

g) To provide for the improvement and maintenance of the Stormwater Management System, Common Area, and entranceways into the Property from Goodnow Road and Tiger Hole Road and located on Lots 1, 111, 126 and 127, Secret Woods Subdivision including, but not limited to, fences, landscaping and other improvements thereon for the beautification of said entranceways together with the two islands located in the public right-of-way at each of said entrances.

h) To pay all real property taxes and other assessments against the Common Area owned by the Association.

Article VIII: Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all time be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

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

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

President: 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.

Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

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

Treasurer: 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; keep proper books of account, cause annual financial statements of the Association to be issued by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Article IX: Committees

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

Article X: Books and Records

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

Article XI: Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association an initial \$100.00 contribution for capital improvements, and annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, or at the maximum legal rate allowed by law, whichever is higher, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such

assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Article XII: Corporate Seal

The Association shall have a seal in circular form having at its circumference with words:

"SECRET WOODS HOMEOWNERS ASSOCIATION, INC.,
A not-for-profit corporation"

Article XIII: Amendments

The By-Laws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of the Board of Directors. Notwithstanding the foregoing provisions of this Article XIII, nor amendment to these By-Laws, which shall abridge, amend, or alter the right of declarant to designate members of the Board of Directors of the Association, as provided in Article IV hereof, or any other right of declarant provided herein or in the Articles of Incorporation, maybe adopted to become effective without the prior written consent of the declarant.

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

Article XIV: Fidelity Bonds

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

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

Article XV: Miscellaneous

The fiscal year of the Association shall begin on the first day of May and end the 30th day of April of every year, except that the first fiscal year shall begin on the date of incorporation. Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meeting, when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

The granting of rights of occupancy by a member shall include such member's right of use and enjoyment of the Common Area, unless said right is reserved or redirected by such member.

IN WITNESS WHEREOF, we, being all the Directors of SECRET WOODS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 15th day of MAY, 1984.

W. Howard White, President

Mabry Edwards, Jr., Secretary

Billy Joe White, Vice President

**Agreement to Amend By-laws to correspond to Covenant change
Article XI: Assessments**


Date: August 21, 2006

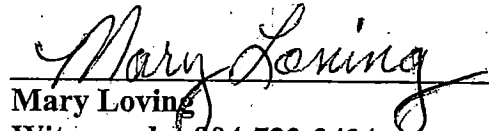
On August 21, 2006 the Secret Woods Homeowners Association Board of Directors adopted by a majority vote of Board Members, as provided for in the in documents of this organization, an Amendment to the existing by-law Article XI.

This amendment provides for increasing the existing \$100 homeowner initiation to \$800. This fee will be collected on all home sales recorded after August 21, 2006. This action brings the By-law and the Covenant into agreement on the amount of the initiation fee.

For information regarding the collection of this fee, please contact the association President by phone below. All fees collected should be mailed to the address below:

7431 Secret Woods Drive, Jacksonville, Florida 32216


Wayne O. Williams, President


Mary Loving
Witness ph: 904-733-3434

Secret Woods Homeowners Association
3166 Secret Woods Trail West
Jacksonville, FL 32216
Phone: 904-731-8777
Cellular: 904-614-3297
www.secretwoods.com

Doc # 2006319846, OR BK 13516 Page 1974,
Number Pages: 2
Filed & Recorded 09/13/2006 at 01:09 PM,
JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY
RECORDING \$18.50

**Amendment
Article XI: Assessments**

As more fully provided in the Declaration, each member is obligated to pay to the Association an initial \$800.00 contribution for capital improvements, and annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, or at the maximum legal rate allowed by law, whichever is higher, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

January 7, 2019

Kathryn S. Williams, President
Secret Woods Homeowners Association, Inc.
7418 Secret Woods Drive
Jacksonville, Florida 32216

**Re: Secret Woods Homeowners Association, Inc., Approval;
Determination Number: 18258**

Dear Mrs. Williams:

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

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

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

Sincerely,

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

JDS/ss/rm

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

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Kathryn S. Williams, Esq.
January 7, 2019
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.

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

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

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

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

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

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

Schedule of parcel owners					
All lot and parcel numbers below are included in the Plat of Secret Woods, Jacksonville, Duval County, Plat Book 39, Pages 39-39D					
Lot	Parcel number	LastName	First1	First2	Address
1	154382-1008	Loving	John		7429 Secret Woods Trail
2	154382-1010	Huttle	Jim	Barbara	7421 Secret Woods Trail
3	154382-1012	Bentley	Rene'e		3009 Cluster Woods Court
4	154382-1014	Dunstan	Robert		3006 Cluster Woods Court
5	154382-1016	May	Rick		7367 Secret Woods Trail
6	154382-1018	Miller	Bonnie		7359 Secret Woods Trail
7	154382-1020	Platt	Ralph E	Jenny	3005 Autumn Wood Court
8	154382-1022	Lavina	Joel	Zenaida	3002 Autumn Wood Court
9	154382-1024	Caroccio	Frank	Casandra	3012 Autumn Wood Court
10	154382-1026	Pophal	Horst	Marianne	3020 Autumn Wood Court
11	154382-1028	Anderson	Robert	Julianne	7333 Secret Woods Trail
12	154382-1030	Thompson	Ross	Darlene	7325 Secret Woods Trail
13	154382-1032	Milon	Frank	Christina	7221 Secret Woods Drive
14	154382-1034	Byrd	Michael		7213 Secret Woods Drive
15	154382-1036	Kinnealy	Linda		7205 Secret Woods Drive
16	154382-1038	Johnson	Rev George	Christine	7202 Secret Woods Drive
17	154382-1040	Reed	Michael		7210 Secret Woods Drive
18	154382-1042	This	Jill		7223 Secret Woods Court
19	154382-1044	Hill	David	Susan	7215 Secret Woods Court
20	154382-1046	Lewis	Mitchell		7216 Secret Woods Court
21	154382-1048	Reardon	John	Laura	7224 Secret Woods Court
22	154382-1050	Snow	Sharon K		7232 Secret Woods Drive
23	154382-1052	Williams	Travis	Lisa DeMascio	7240 Secret Woods Drive
24	154382-1054	Lockwood	Ryan	Kayla	7255 Secret Woods Trail
25	154382-1056	Veeramah	Veerasamy	Devi	7247 Secret Woods Trail
26	154382-1058	Wooten	Tom	Nancy	7239 Secret Woods Trail
27	154382-1060	Todd	Michael	Jeryl	7231 Secret Woods Trail
28	154382-1062	Vorse	Barry	Diane	7223 Secret Woods Trail
29	154382-1064	Lebhar	Neil	Marcia	3031 Secret Woods Trail West
30	154382-1066	Torrence	Kathy		3020 Secret Woods Trail West
31	154382-1068	Hurlbert	Sam		3028 Secret Woods Trail West
32	154382-1070	Zyung	J. D.		3036 Secret Woods Trail West
33	154382-1072	Montgomery	Clyde	O'Neil	3118 Secret Woods Trail West
34	154382-1074	Gordon	Joshua	Erin	3126 Secret Woods Trail West
35	154382-1076	Kirschhofer	Bill	Maureen	3134 Secret Woods Trail West
36	154382-1078	McGown	Michael	Dorothy	3142 Secret Woods Trail West

37	154382-1080	Montgomery	Jamie	Linda	3150 Secret Woods Trail West
38	154382-1082	Threadcraft	Milton	Alma	3158 Secret Woods Trail West
39	154382-1084	Williams	Wayne	Deborah	3166 Secret Woods Trail West
40	154382-1086	Francis	Buddy	Rhonda	3174 Secret Woods Trail West
41	154382-1088	Walker	Pat	Susie	3177 Secret Woods Trail West
42	154382-1090	Barrington	Robert	Jerleen	3169 Secret Woods Trail West
43	154382-1092	Hargnett	David	Helen	3161 Secret Woods Trail West
44	154382-1094	Bassett	Gary	Kristin	3153 Secret Woods Trail West
45	154382-1096	Seay	Carty	Whitney	3145 Secret Woods Trail West
46	154382-1098	Bowman	Dewey	Mary	3137 Secret Woods Trail West
47	154382-1100	Sittig	John	Sandy	3129 Secret Woods Trail West
48	154382-1102	Davis	Gordon	Nan	3121 Secret Woods Trail West
49	154382-1104	Champion	Bill	Glen	7234 Secret Woods Trail
50	154382-1106	Zaiden	Rony	Nadimeh	3122 Chapelwood Lane
51	154382-1108	Phillips	Christopher	Laura	3130 Chapelwood Lane
52	154382-1110	Fowler	Chris		3138 Chapelwood Lane
53	154382-1112	Boyd	Frances		3146 Chapelwood Lane
54	154382-1114	Dhillon	Jean-Paul	Ermina Husak	3154 Chapelwood Lane
55	154382-1116	Malhotra	Vinod	Usha	3160 Chapelwood Lane
56	154382-1118	Henson	Matthew	Keelen	3157 Chapelwood Lane
57	154382-1120	Peterson	Ken	Sharon	3149 Chapelwood Lane
58	154382-1122	Schumm	Joshua	Savannah	3141 Chapelwood Lane
59	154382-1124	Tahan	George	Lama	3133 Chapelwood Lane
60	154382-1126	Theus	J. David	Jacquelin	3125 Chapelwood Lane
61	154382-1128	Zidan	Rajeh	Fedah	3117 Chapelwood Lane
62	154382-1130	Bailey	Von	Bambi	7242 Secret Woods Trail
63	154382-1132	Carter	Dennie	Julie	7250 Secret Woods Trail
64	154382-1134	Cooney	Skip	Susie	3126 Misty Creek Lane
65	154382-1136	Meyers	Mark	Ann	3134 Misty Creek Lane
66	154382-1138	Cox	John	Mary	3140 Misty Creek Lane
67	154382-1140	Winfree	Tracy	Helen	3146 Misty Creek Lane
68	154382-1142	Mai	An	Hang	3154 Misty Creek Lane
69	154382-1144	Milliner	Velma		3162 Misty Creek Lane
70	154382-1146	Zaiden	Elias	Georgeit	3170 Misty Creek Lane
71	154382-1148	Amstrong	Sharon		3176 Misty Creek Lane
72	154382-1150	Morsch	Sheila		3179 Misty Creek Lane
73	154382-1152	Yeung	Shan	Song	3171 Misty Creek Lane
74	154382-1154	Warren	Bruce A		3163 Misty Creek Lane
75	154382-1156	Veltri	Michael		3155 Misty Creek Lane
76	154382-1158	Exempt under Florida Statute 119.02			
77	154382-1160	Frazier	Katherine		3139 Misty Creek Lane

78	154382-1162	Graham	Shon	Heather	3131 Misty Creek Lane
79	154382-1164	Faith United Methodist Church			3123 Misty Creek Lane
80	154382-1166	Schug	Mike	Johnathon	7266 Secret Woods Trail
81	154382-1168	Lee	James	Rebecca	7274 Secret Woods Trail
82	154382-1170	Fulton	Rick	Pam	7356 Secret Woods Drive
83	154382-1172	Rowe	Greg	Sara	3124 Bent Creek Lane
84	154382-1174	Hale	Angela		3132 Bent Creek Lane
85	154382-1176	Miller	Daniel	Ali	3140 Bent Creek Lane
86	154382-1178	Pittman	Mark	Kim	3148 Bent Creek Lane
87	154382-1180	Pacetti	D Sharon		3156 Bent Creek Lane
88	154382-1182	Wnuk	Mark	Sallie	3164 Bent Creek Lane
89	154382-1184	Foster	Donald	Katherine	3172 Bent Creek Lane
90	154382-1186	Luensman	Chris		3180 Bent Creek Lane
91	154382-1188	Parrish	Pat		3175 Bent Creek Lane
92	154382-1190	Exempt under Florida Statute 119.02			
93	154382-1192	Mallon	Patricia		7364 Bent Creek Court
94	154382-1194	Runnestrand	Paul	Allie	7371 Bent Creek Court
95	154382-1196	Thomas	Matt	Leanne	7369 Bent Creek Court
96	154382-1198	Nass	Ed	Celia	7361 Bent Creek Court
97	154382-1200	Rickard	Wayne		3159 Bent Creek Lane
98	154382-1202	DeLong	Byron	Dorita	3151 Bent Creek Lane
99	154382-1204	Lemine	Jack	Cheryl	3143 Bent Creek Lane
100	154382-1206	Sikes	David	Ann	3135 Bent Creek Lane
101	154382-1208	Ward	Aaron	Kimberly	3127 Bent Creek Lane
102	154382-1210	Lemmenes	Mary		7364 Secret Woods Drive
103	154382-1212	Black	Katie Lebharr		7372 Secret Woods Drive
104	154382-1214	Shah	Amit K	Avani	7380 Secret Woods Drive
105	154382-1216	May	Richard		7388 Secret Woods Drive
106	154382-1218	Isla	Arturo	Lourdes	7402 Secret Woods Drive
107	154382-1220	Joiner	Earl	Rosseaux	7410 Secret Woods Drive
108	154382-1222	Williams	Joe	Kathy	7418 Secret Woods Drive
109	154382-1224	Coleman	Nicholas	April	3026 Glen Oaks Court
110	154382-1226	Fortenberry	Willie	Joyce	3023 Glen Oaks Court
111	154382-1228	Singleton	Seth	Emily	7434 Secret Woods Drive
112	154382-1230	Reiney	Joe	Beth	7423 Secret Woods Drive
113	154382-1232	Hood	Robin	Beth	7415 Secret Woods Drive
114	154382-1234	Flynn	Daniel	Laurie	7405 Secret Woods Drive
115	154382-1236	Bortzfield	Bill	Susan	7383 Secret Woods Drive
116	154382-1238	Zeringue	Kaleb	Jamily	7375 Secret Woods Drive
117	154382-1240	Barker	Andrew	Patricia	7367 Secret Woods Drive
118	154382-1242	Nelson David E Et Al			7328 Secret Woods Trail

119	154382-1244	Assi	Fadi	Salone	7336 Secret Woods Trail
120	154382-1246	Rehberg	Vanette		7363 Secret Woods Trail
121	154382-1248	Stevens	Henry	Mary	7370 Secret Woods Trail
122	154382-1250	Nivens	Heath	Kristin	7378 Secret Woods Trail
123	154382-1252	Labossiere	Steven	Barbara	7424 Secret Woods Trail
124	154382-1254	Kim	Bong	Chong	7432 Secret Woods Trail
125	154382-1256	Chun	Justin		7440 Secret Woods Trail
126	154382-1258	McDonald	Larry	Amber	7448 Secret Woods Trail