

PREPARED BY, RECORD & RETURN TO:

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Exhibits:  
Exhibit "A"=Articles of Homeowners' Assoc.  
Exhibit "B"=Bylaws of Homeowners' Assoc.

This document is being re-recorded  
to attach additional consent and joinders.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TAVANIER OAKS**

THIS DECLARATION is made on the date hereinafter set forth by THADYS G. GILDER (a/k/a THADYS GARY GILDER) and DOROTHY A. GILDER, husband and wife (hereinafter, collectively referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as Tavanier Oaks according to plat thereof recorded in Plat Book 54, pages 42, 42A through 42C, of the current public records of Duval County, Florida (the "Property").

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following easements, restrictions, covenants, charges, liens, agreements, conditions and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any parts thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the Property shall be deemed to have agreed to all of the easements, restrictions, covenants, charges, liens, agreements, conditions and all other matters set forth in this Declaration.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Tavanier Oaks Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns. The articles of incorporation and bylaws of the association are attached hereto as Exhibits "A" and "B", respectively.

2. "Board or "Board of Directors" means and refers to the Association's Board of Directors.

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3. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchase a Lot or Lots for the sole purpose of constructing a residential dwelling for sale to an Owner. One year after the purchase of a Lot, if Builder still owns said Lot, Builder shall become an Owner as to that Lot, with all the rights and obligations of an Owner provided in this Declaration.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Declarant" shall mean and refer to Thadys G. Gilder (a/k/a Thadys Gary Gilder) and Dorothy A. Gilder, husband and wife, and any person or entity to whom Declarant shall assign its rights and duties under this Declaration.

6. "Future Development Properties" shall mean and refer to properties adjacent or contiguous to the Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

7. "Lot" shall mean and refer to any platted lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

8. "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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

9. "Plat" shall refer to the recorded subdivision plat for the Property and any Future Development Properties annexed to the Property.

10. "Property or Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

11. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Areas and shall include any drainage swales located within the Property.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easement's of Enjoyment. Every Owner and the Association shall have a right and easement of enjoyment in and to any Common Area for its intended purposes, which right and easement shall be appurtenant to, and shall pass with, the title to every Lot, subject to the following provisions:

(a) The right of the owner of the Common Area, with the consent of Declarant (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; No such dedication or transfer shall be effective without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Associations members;

(b) All provisions of the Declaration, any plat of all or any parts of the Property, governmental restrictions;

(c) Reasonable rules and regulations concerning use and enjoyment of the Common Area adopted by the Declarant or the Association;

(d) The rights of the Declarant to add or withdraw land from the Common Area; and

(e) Easements, restrictions, agreements and matters of record.

The foregoing easement of enjoyment in favor of the Owner shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owner's rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portion of the Common Area over any other Owner's Lot or other privately owned portions of the Property.

2. Delegation of Use. Any Owner may delegate, in accordance with the bylaws, such Owner's right of enjoyment to the Common Area and facilities to the members of such Owner's family, tenants or contract purchasers who reside on the Property.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Each Owner, including Declarant (at all times so long as Declarant owns any part of the Property), shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

2. Membership. The Association shall have two classes of voting membership: Class A Members: The Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more

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than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Member: The Class B member shall be the Declarant who shall have three (3) votes for each Lot owned by Declarant. The total number of votes of the Class B member shall be increased at time of annexation of Future Development Property to a number equal to three (3) votes per Lot included on the Property and the Future Development Property. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;
- (ii) December 31, 2010;
- (iii) three (3) months after 90% of the Lots have been conveyed to members of the Association other than the Declarant; or
- (iv) such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

Notwithstanding the foregoing, the Declarant is entitled to elect at least one ( 1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the community that will ultimately be operated by the Association.

ARTICLE IV. - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, is deemed to agree to pay the Association: (a) annual assessments or charges; and (b) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorney's fees) shall be a charge and a continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

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 , and for jointly maintaining a common entranceway that serves Tavanier Oaks, and for the improvement

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and maintenance of the Common Areas, islands in roadways, and the Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System, and shall have the right to utilize the private easements shown on the plat for such purpose. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or modified as approved by the St. Johns River Water Management District. The Association shall execute any minutes or other documents required to cause the Surface Water or Stormwater Management System permit(s) to be transferred to the Association from the Declarant, and shall accept complete responsibility for the St. Johns River Water Management District permits for the Property.

3. Maximum Annual Assessment. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this paragraph. Except as hereafter provided, until December 31, 2001, the annual assessment amount allocated to each Lot is hereby established to be, and shall not exceed \$180.00 per Lot. From and after December 31, 2001, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths (3/5) of the members of the Board of Directors, the foregoing assessment amount per Lot may be increased above the ten percent (10%) limitation set forth in this section.

(b) The assessment obligations of each Owner other than the Declarant shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may from time to time levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any 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 members who are voting in person or by proxy at a meeting duly called for such purpose.

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 Sections 3 and 4 shall be

sent to all members not less than thirty (30) days nor more than sixty (60) days in advance for the meeting. At the first such meeting called, the presence of members or of proxies entitled to thirty percent (30%) of all the votes 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.

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 such basis as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the date of the recording of this Declaration in the public records of Duval County, Florida; provided, however, that no Lot owned by the Declarant shall be subject to any assessment until a residence has been constructed thereon and occupied. A Lot owned by a Builder shall be subject to an assessment the sooner of: (i) a residence is constructed thereon and occupied, or (ii) one year from the date of acquisition of said Lot. Model homes are specifically exempt for so long as they remain model homes. The first annual exemption shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates of the annual assessments 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 or not 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.

8. Effect of Non-Payment of Assessment; 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 eighteen percent (18%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any bonafide mortgage which is perfected by recording prior to the recording of the claim of lien for any such assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the effective Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be despositive of any question of subordination.

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10. Capital Contribution Assessment. Upon the first conveyance of a Lot to any person(s) or entity other than to an entity affiliated with the Declarant, there will be due upon the closing of the sale of the Lot a capital contribution in the amount of \$180.00. Each Lot will be subject to the capital contribution assessment only once, all future conveyances of any such Lot being exempt.

11. Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Declarant shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Declarant shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Declarant and shall continue until: (i) the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Lots within the Property.

ARTICLE V. - LAND USE AND BUILDING TYPE

1. Land Use and Building Types. No one other than Declarant shall use any Lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two (2) stories in height. No outbuilding or other structure at any time situate on the Property shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy any Lot.

2. Declarant's Right to Resubdivide; Replace or Assign. Declarant shall have the right to resubdivide or replat any of the Property owned by it. In the event any of the Property is resubdivided for right-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person, entity or corporation its rights and duties under these covenants.

3. Surface Water or Stormwater Management System. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 42-031-3253N-ERP authorizing construction and operating of a surface water or stormwater management system to serve the subdivision. No alteration of any part of the

forementioned system, including, but not limited to, lakes, swales, and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of said permit. Specifically, the Owners of Lots requiring rear Lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said Owners, or their heirs, successors or assigns, shall be responsible for tile continuing compliance with said permit. No Owner shall allow unauthorized work to be performed within a vegetated buffer zone unless specific authorization is received from the St. Johns River Water Management District. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right of enter upon any Lot to bring it into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

4. Sidewalks. Each Lot Owner assumes the responsibility and agrees to construct, within twelve (12) months from its purchase or upon construction of a dwelling, whichever comes first, any required city sidewalks that show on the approved city engineering plans that may pertain to that particular Lot. All sidewalks must conform to city standards.

5. Garage. Each dwelling shall have an attached garage. No garage shall be permanently enclosed or converted to another use. Notwithstanding the foregoing, garages may be used in a temporary manner by a Builder as a sales office for such period that the Builder owns the subject Lot and additional Lots within the Property. All garages shall be at least two (2) car and contain at least four hundred (400) square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports shall not be permitted.

6. Outbuildings. No outbuildings shall be erected, placed or altered on any Lot unless approved by the Architectural Control Committee.

7. Approval of Structures. No residence, structure, fence, wall, swimming pool or any other improvement shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built-up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 25 below. No out-buildings, drives, walks, fences, walls or swimming pools shall be erected or constructed on any Lot prior to the construction of a dwelling thereon. No fence, wall, bulkhead, dock or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots without the prior approval of the Architectural Control Committee. Additionally, any dock or walkway to be built waterward of the St. Johns River Water Management District jurisdictional line must be permitted by all appropriate agencies, including, but not necessarily limited to, the Department of Environmental Regulation, Army Corps of Engineers, or the St. Johns River Water Management District. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the

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Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the Owner to whom such exception is granted. The decision to grant such exception is discretionary with the Architectural Control Committee and decision to not grant such an exception shall not be subject to judicial review.

8. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any Lot unless the ground floor area of the main structure, exclusive of one-story open porches and garages, contains at least 1,600 square feet for a one-story dwelling and at least 900 square feet for the ground of a dwelling of more than one-story, with at least 1,600 square feet for both stories combined. Any home construction once commenced must proceed in a timely manner and shall in no event exceed one year for completion and occupancy as evidenced by a certificate of occupancy issued by the City of Jacksonville Building Department. The Architectural Control Committee shall be empowered to allow a twenty-five percent (25%) variance in the above mentioned square footages.

9. Building Location. No building shall be located on any Lot nearer than twenty-five feet (25') to the front line or nearer than twelve and one-half feet (12.5') to any side street line. No building shall be located nearer than seven and one-half feet (7.5') to an interior side lot line, provided that combined side yards shall not be less than fifteen feet (15'). No dwelling shall be located on any Lot nearer than ten feet (10') to the rear lot line, or nearer to the rear lot line than the rear building restriction line. The Plat may show a greater vegetated rear yard buffer and, in such event, this shall take precedence over the above rear yard setbacks. No dwelling shall be located closer than fifteen feet (15') from any existing dwelling. The Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent and the Declarant may assign such power. In the event a Lot is re-configured or combined with another lot as a single Lot for one residential dwelling, the setback requirement of this provisions shall apply to such re-configured or combined Lot.

10. Lot Area. No dwelling shall be erected or placed on any Lot having an area of less than that allowed under applicable zoning regulations. All Lots shall be deemed to be in compliance with this requirement.

11. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any Lot, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a Lot and screened from view of passing motorists and neighboring Lots, but not placed in the side yard of a corner Lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers or boats shall be parked in the roadways or on the right-of-way adjoining the Lots. For purposes of this paragraph, a vehicle which is a three-quarter (3/4) ton or less truck used as transportation to and from the Owner's

employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Control Committee.

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

14. No Subdivision. No Lot shall be subdivided to constitute more than one building plot.

15. Mailboxes. No Owner shall cause to be constructed any mailbox facility without the approval of the Architectural Control Committee.

16. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood unless otherwise approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein, or which blocks the views of the marsh and waterway from neighboring homes. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the rear of the house or the side of the house in the case of a corner, unless approved by the Architectural Control Committee, and in no event shall any fence exceed a maximum height of six feet (6') or be lower than a minimum height of four feet (4') unless approved by the Architectural Control Committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserves the right to release areas from the above fence restrictions as Declarant in its sole discretion reasonably determines.

17. Signs. No signs of any kind shall be displayed to the public view on any Lot without the prior written approval of the Architectural Control Committee except one sign of not more than two (2) square feet advertising property for sale or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent. Signs used by a Builder to advertise the property during the construction and sales period must be approved by the Architectural Control Committee prior to being displayed and may vary from the preceding dimensions. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of and the community property of the Owners. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

18. Clotheslines. There shall not be permitted any exterior clotheslines on any Lot.

19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mining excavation or shafts be permitted upon or in any Lot. No derrick or other

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structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

20. Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept, provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

21. Exterior Appearance and Maintenance. Every house and Lot shall be maintained so to present a pleasing appearance. Window coverings and decorations shall be of conventional materials (e.g., draperies, blinds or shutters). Windows shall not be covered with aluminum foil, paper or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

22. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pickup days.

23. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove, or require the removal of, any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment of the Declarant, obstruct the vision of motorists upon any of the streets.

24. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, except those areas where building and other improvements shall be located (i.e., homes, patios, driveways, parking and recreational areas, etc.). Also selective cutting and thinning for lawns and other general improvements shall be permitted with Architectural Control Committee approval. It is the responsibility of each Owner whose Lot abuts a lake to maintain the lake bank to the water's edge. It is the responsibility of each Owner to seed or sod and maintain the area between the property line of his Lot and the street. It is the responsibility of each Owner to prevent erosion on all areas of his Lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed necessary by the Architectural Control Committee, or as promulgated by the Declarant.

25. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any Lot, Declarant shall have the right to

appoint such committee members. The Association shall thereafter have the power and right to elect the members of the Committee.

(b) Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the requirements of the related covenants shall be deemed to have been fully complied with.

26. Utility Lines. All water, sewer, electrical, telephone, television, gas or other utility lines shall be placed underground. No antennas or satellite dishes of any kind shall be placed on any Lot without the prior approval of the Architectural Control Committee.

27. Air Conditioning Units. No air conditioning units may be installed in any window without the prior approval of the Architectural Control Committee.

28. Roadways. No one, other than Declarant, shall use any Lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any Lot, except to serve the Lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per Lot (said driveway serving the garage on the Lot) shall be permitted.

29. Utility Provisions. The City of Jacksonville, or its successors or assigns, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for irrigation. All sewage from any building must be disposed of through the sewage lines and through the sewage lines and disposal plant owned or controlled by the City of Jacksonville, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensable water, shall be disposed of through the lines of the sewer system. The City of Jacksonville has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Property as described in this Declaration and the Plat for the purposes of ingress, egress, installation and repair of water and sewage facilities.

30. Drainage and Utility Easements. The Declarant hereby reserves unto itself a perpetual, alienable and releasable privilege and right on and under the ground to construct, maintain and use electric, telephone, wire, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a seven and one-half foot (7.5') strip at the front, back and sides of each Lot. Declarant shall have the unrestricted right and power to release said easement. If Declarant owns no Lots, this right shall pass to the Association. The private easements noted on the Plat are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors or assigns.

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31. Easement for Maintenance Purposes. The Declarant hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

32. Enforcement. Any person owning any portion of the Property, or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right, but not the obligation, to enforce the provisions of this Declaration.

33. Severability. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

34. Indemnification. The Owners of all Lots abutting the lakes within the Property shall, by virtue of having acquired said Lots subject to these covenants, be deemed to have assumed all of the obligations and responsibilities of Declarant as set forth in the Plat and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damages, and liability and expense in connection with the loss of life, body or personal injury or property damage or any other damage arising from or out of any occurrence in, upon or at, the lakes or any part hereof, or occasioned wholly or in part by any act or omission of Owners, Owner's agents, contractors, employees, servants, licensees, or concessionaires.

35. Reservation for Subdivision Improvements. Declarant reserves the right to enter any Lot for the purpose of completing or correcting subdivision improvements as required by agencies of the city, county, state or federal government.

36. Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association, and their respective successors and assigns for a period of thirty (30) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in

its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of Duval County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common Area, and amendment of this Declaration.

Notwithstanding the foregoing, the Declarant reserves and shall have the sole right to: (i) amend these covenants and restrictions so long as the Declarant owns at least one (1) Lot; (ii) to amend these covenants at any time if, in the discretion of Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District Permit; (iii) to waive as to any Lot any provisions of the covenants which have been violated (including, without limiting the foregoing) violations of building restriction lines and provisions hereof relating thereto), if Declarant, in its sole opinion, deems such violations to be insubstantial violations, or if Declarant, in its sole opinion, deems such violations necessary for construction or sales. Declarant may assign its right to release such violations.

37. Legal Action or Violation. If any person, firm or corporation, or other entity shall violate any of these covenants and restrictions, Declarant, the Association, or any Owner, may, but is not obligated to: (a) proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions, and (b) maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law or in this Declaration. The failure of Declarant, the Association or any Owner, their successors or assigns, to enforce any covenant or restriction, or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach of violation thereof occurring prior to or subsequent thereto. Owners found in violation of these covenants and restrictions shall be obligated to pay attorney's fees and costs to the prevailing party 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.

38. Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS,

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COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT A SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 19<sup>th</sup> day of July, 2001.

Signed, sealed and delivered in our presence

*[Handwritten signature]*

Witness #1 signature

*CJ Hunter*

Witness #1 printed name

*P. Susan Foster*

Witness #2 signature

*P. Susan Foster*

Witness #2 printed name

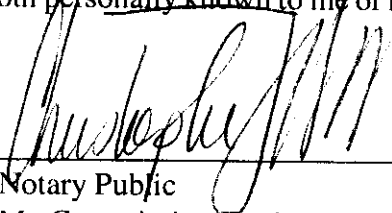
*Thadys G. Gilder*  
Thadys G. Gilder

*Dorothy A. Gilder*  
Dorothy A. Gilder

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2001, by **Thadys G. Gilder and Dorothy A. Gilder** who are both personally known to me or have produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notary Seal)



Christopher J. Hurst  
MY COMMISSION # CC788031 EXPIRES  
December 28, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

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**ARTICLES OF INCORPORATION  
OF  
TAVANIER OAKS HOMEOWNERS ASSOCIATION, INC.  
(a corporation not-for-profit)**

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be Tavanier Oaks Homeowners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks to be recorded in the current public records of Duval County, Florida (the "Declaration").

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 2107 New Berlin Rd., Jacksonville, Florida 32218, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES.**

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Tavanier Oaks.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permit issued in connection with the Tavanier Oaks subdivision (Permit No. 42-031-3253N-ERP), and applicable District rules, and to assist in the enforcement of the requirements, restrictions and covenants contained therein and in any Army Corps of Engineers Permit.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property .

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

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G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property .

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The Members ("Members") shall consist of the Developer, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. VOTING AND ASSESSMENTS.

A. Assessment. Each Owner, including Declarant (at all times so long as Declarant owns any part of the Property), shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

B. Membership. The Association shall have two classes of voting membership:

Class A Members: The Class A members shall be all Owners, with the exception of the Declarant, 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 of the Association. However, the vote for any such Lot shall be exercised as the Owner's determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B Member: The Class B member shall be the Declarant who shall have three (3) votes for each Lot owned by Declarant. The total number of votes of the Class B member shall be increased at time of annexation of Future Development Property to a number equal to three (3) votes per Lot included on the Property and the Future Development Property. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- i. When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;
- ii. December 31, 2010;
- iii. three (3) months after 90% of the Lots have been conveyed to members of the Association other than the Declarant; or
- iv. such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

Notwithstanding the foregoing, the Declarant is entitled to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the community that will ultimately be operated by the Association.

**VII. BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all of the Directors. Following termination of the Class B Membership, Directors shall be elected as herein provided.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Director receiving the highest number of votes shall be established at two (2) years. The other Directors shall be elected for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

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T. Gary Gilder  
2107 New Berlin Rd.  
Jacksonville, Florida 32218

Dorothy A. Gilder  
2107 New Berlin Rd.  
Jacksonville, Florida 32218

Gina Baxter  
2107 New Berlin Rd.  
Jacksonville, Florida 32218

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	T. Gary Gilder
Vice President	Dorothy A. Gilder
Treasurer	Dorothy A. Gilder
Secretary	Dorothy A. Gilder

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law, including without limitation, filing with the Secretary of State, State of Florida.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

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XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total votes allocated to the Members pursuant to these Articles, and as approved by the St. Johns River Water Management District as to any matters pertaining to the Surface Water or Stormwater Management System.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

T. Gary Gilder  
2107 New Berlin Rd.  
Jacksonville, Florida 32218

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection

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with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

**XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**XV. DISSOLUTION OF THE ASSOCIATION.**

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. If no municipal or governmental authority will accept such dedication, the assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

**XVI. MERGERS AND CONSOLIDATIONS.**

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

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XVII. HUD/VA.

For so long as the Class B Membership shall exist, the following actions shall require the prior approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, mergers and consolidations of the Association, mortgaging of the Common Area, dissolution of the Association, and amendment of these Articles of Incorporation.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 19<sup>th</sup> day of July 2001.

Signed, sealed and delivered  
in our presence

*[Handwritten signature]*

Witness #1 signature

*[Handwritten signature]*

Witness #1 printed name

*[Handwritten signature]*

**T. Gary Gilder**  
Incorporator

*[Handwritten signature]*

Witness #2 signature

*[Handwritten signature]*

Witness #2 printed name

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of July, 2001, by **T. Gary Gilder**, who is personally known to me.

*[Handwritten signature]*

Notary Public  
My Commission Expires:



Christopher J. Hurst  
MY COMMISSION # CC788031 EXPIRES  
December 28, 2002  
BONDED THRU TROY FAHN INSURANCE, INC

(Notary Seal)

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IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

TAVANIER OAKS HOMEOWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 2107 NEW BERLIN RD., JACKSONVILLE, FLORIDA 32218, HAS NAMED T. Gary Gilder, WHOSE ADDRESS IS 2107 NEW BERLIN RD., JACKSONVILLE, FLORIDA 32218, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

TAVANIER OAKS HOMEOWNERS' ASSOCIATION, INC.

By: T Gary Gilder  
T. Gary Gilder  
Incorporator  
Dated: July 19, 2001

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

T Gary Gilder  
T. Gary Gilder  
Registered Agent  
Dated: July 19, 2001

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**BYLAWS**  
**OF**  
**TAVANIER OAKS HOMEOWNERS' ASSOCIATION, INC.**

**I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks ("Declaration") to be recorded in the public records of Duval County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

**II. LOCATION OF PRINCIPAL OFFICE.**

The office of the Tavanier Oaks Homeowners' Association, Inc. (" Association") shall be at 2107 New Berlin Rd., Jacksonville, Florida 32218, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

**III. VOTING RIGHTS AND ASSESSMENTS.**

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Declarant as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property .

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

**IV. BOARD OF DIRECTORS.**

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term

of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. **ELECTION OF DIRECTORS.**

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Declarant shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one third (1/3) of the total votes held by the Class A Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

Book 10091 Page 2194

RE-RECORD

RE-RECORD

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. 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, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member .

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

#### IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

Book 10082 Page 1839

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property . All

proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Tavanier Oaks Homeowners' Association, Inc., not for profit, 2001.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida. For so long as the Class B Membership shall exist, HUD and VA shall have the right to veto amendments to these Bylaws.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

RE-RECORD

Book 10091 Page 2197

RE-RECORD

CONSENT AND JOINDER

Book 10091 Page 2198

**Gordon Bank**, a Georgia banking corporation ("Mortgagee") is the holder of a Mortgage from Thadys G. Gilder and Dorothy A. Gilder, which encumbers certain portions of the property described in Declaration as defined below. Mortgagee hereby consents to the execution, delivery and recording of the **Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks** ("Declaration"), to which this Consent and Joinder is attached and agrees that Mortgagee's interest under the Mortgage shall be subject and subordinate to the terms and conditions of the Declaration; provided, however, nothing contained herein shall subordinate or release Mortgagee's interest under the Mortgage except as set forth herein.

IN WITNESS WHEREOF, the Mortgagee has executed the Consent and Joinder this 19th day of July, 2001.

Signed, sealed, and delivered in the presence of;

RE-RECORD

[Signature]  
Witness C. Hurst

**Gordon Bank**, a Georgia banking corporation

By: [Signature]  
**Larry M. Buchanan**  
Its Assistant Vice President

P. Susan Foster  
Witness P. Susan Foster

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19th day of July, 2001, by **Larry M. Buchanan**, the Assistant Vice President of Gordon Bank, a Georgia banking corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



Christopher J. Hurst  
MY COMMISSION # CC788031 EXPIRES  
December 28, 2002  
BONDED THRU TROY PAIN INSURANCE, INC

[Signature]  
Notary Public  
My Commission Expires:

(Notary Seal)

CONSENT AND JOINDER

The undersigned, as fee simple owner of certain portions of the Property described in Declaration as defined below, hereby consents to the execution, delivery and recording of the **Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks** ("Declaration"), to which this Consent and Joinder is attached and agrees that its interest in the Property shall be subject and subordinate to the terms and conditions of the Declaration.

25<sup>th</sup> **IN WITNESS WHEREOF**, the undersigned have executed the Consent and Joinder this day of July, 2001.

Signed, sealed, and delivered  
in the presence of:

**Hallmark Homes, Inc.**, a Florida corporation

Kathleen W. Brooks  
Witness Kathleen W. Brooks

By: [Signature]  
~~Kathleen W. Brooks~~  
~~Its Vice President~~  
Joseph D. Weed III  
President

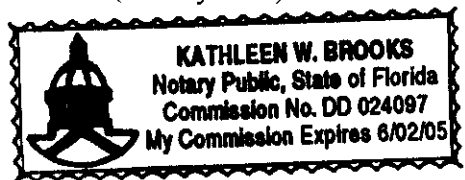
Marian Shelton  
Witness MARIAN SHELTON

STATE OF FLORIDA  
COUNTY OF DUVAL

Joseph D. Weed, III The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2001, by ~~Kathleen W. Brooks~~, the ~~Vice~~ President of Hallmark Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Kathleen W. Brooks  
Notary Public  
My Commission Expires:

(Notary Seal)



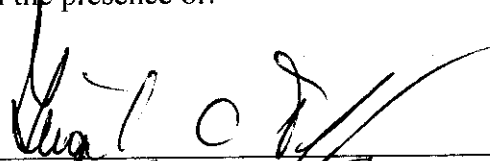
**CONSENT AND JOINDER**

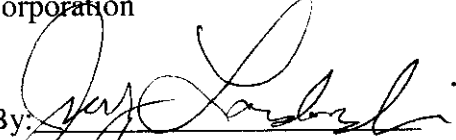
**SouthTrust Bank**, a Florida banking corporation ("Mortgagee") is the holder of a Mortgage from Hallmark Homes, Inc., a Florida coporation, which encumbers certain portions of the property described in Declaration as defined below. Mortgagee hereby consents to the execution, delivery and recording of the **Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks** ("Declaration"), to which this Consent and Joinder is attached and agrees that Mortgagee's interest under the Mortgage shall be subject and subordinate to the terms and conditions of the Declaration; provided, however, nothing contained herein shall subordinate or release Mortgagee's interest under the Mortgage except as set forth herein.


**IN WITNESS WHEREOF**, the Mortgagee has executed the Consent and Joinder this 26<sup>th</sup> day of July, 2001.

Signed, sealed, and delivered  
in the presence of:

**SouthTrust Bank**, a Florida banking  
corporation

  
\_\_\_\_\_  
Witness Ingrid C. Thompson

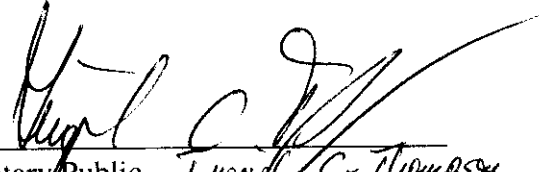
By:   
\_\_\_\_\_  
**Jerry Landowski**  
Its Vice President

  
\_\_\_\_\_  
Witness Tracy Cole

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2001, by **Jerry Landowski**, the Vice President of SouthTrust Bank, a Florida banking corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public Ingrid C. Thompson  
My Commission Expires:

(Notary Seal)



**CONSENT AND JOINDER**

The undersigned, as fee simple owner of certain portions of the Property described in Declaration as defined below, hereby consents to the execution, delivery and recording of the **Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks** ("Declaration"), to which this Consent and Joinder is attached and agrees that its interest in the Property shall be subject and subordinate to the terms and conditions of the Declaration.

23<sup>rd</sup> **IN WITNESS WHEREOF**, the undersigned have executed the Consent and Joinder this day of July, 2001.

Signed, sealed, and delivered  
in the presence of:

**Seabrook Homes, Inc.**, a Florida corporation

*Victoria Johnson*  
Witness

By: *J. M. Shaffer*  
**J. M. Shaffer**  
Its President

*Mary B Harmer*  
Witness

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2001, by **J. M. Shaffer**, the President of Seabrook Homes, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



*Veronica C. Campbell*  
Notary Public  
My Commission Expires: Nov 17 2002

(Notary Seal)

**CONSENT AND JOINDER**

**Citrus Bank**, a Florida banking corporation ("Mortgagee") is the holder of a Mortgage from Seabrook Homes, Inc., a Florida coporation, which encumbers certain portions of the property described in Declaration as defined below. Mortgagee hereby consents to the execution, delivery and recording of the **Declaration of Covenants, Conditions and Restrictions for Tavanier Oaks** ("Declaration"), to which this Consent and Joinder is attached and agrees that Mortgagee's interest under the Mortgage shall be subject and subordinate to the terms and conditions of the Declaration; provided, however, nothing contained herein shall subordinate or release Mortgagee's interest under the Mortgage except as set forth herein.

**IN WITNESS WHEREOF**, the Mortgagee has executed the Consent and Joinder this 24<sup>th</sup> day of July, 2001.

Signed, sealed, and delivered  
in the presence of:

**Citrus Bank**, a Florida banking corporation

Darlene Fox-McClenton  
Witness

By: Murray D. Beard  
**Murray D. Beard**  
Its Senior Vice President

Theresa M. Case  
Witness

Doc# 2001189586  
Book: 10091  
Pages: 2165 - 2202  
Filed & Recorded  
08/01/2001 01:06:09 PM  
JIM FULLER  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 19.50  
RECORDING \$ 153.00

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2001, by **Murray D. Beard**, the Senior Vice President of Citrus Bank, a Florida banking corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

Darlene Fox-McClenton  
Notary Public  
My Commission Expires:

(Notary Seal)

