

**DECLARATION OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS & EASEMENTS**

for the

**TAYLORFIELD SUBDIVISION**

and the

**TAYLORFIELD SUBDIVISION  
OWNERS ASSOCIATION, INC.**

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**DECLARATION  
OF  
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FOR  
TAYLORFIELD SUBDIVISION**

THIS DECLARATION is made this 4 day of April, 2018, by Udell Development, LLC, a Florida limited liability company (the "Developer"), and the Taylorfield Subdivision Owners Association, Inc., a Florida not-for profit corporation (the "Association"), which entities collectively declare that the real property in part owned by Developer and in part by the Association now legally described as:

**[ Taylorfield Subdivision, a legal subdivision as according to the plat thereof recorded in Plat Book 71, Page 1-6 of the current, official records of Duval County, Florida. ]**

*shall hereafter be held, transferred, sold, conveyed, occupied, used, managed, maintained, repaired, improved and replaced subject to the covenants, easements, licenses, conditions, restrictions, agreements, charges, liens and all other matters set forth in this Declaration, which shall all be deemed real covenants running with the land and passing with title to the above-described property as well as equitable servitudes, and which shall be binding upon and inure to the benefit of the Developer, the Association, and all parties having or acquiring in whatsoever manner any right, title or interest in the property or any part thereof, all as more specifically provided hereafter:*

**ARTICLE 1  
RECITATIONS, PURPOSE AND MUTUALITY**

Section 1.1 Recitations of Fact. The following recitations of fact are accepted as true and made a material part hereof:

1.1.1 Udell Development, LLC, by virtue of deed recorded at Book 17721, Page 321, of the official public records of Duval County, Florida, is the lawful owner of certain real property more particularly described in such deed.

1.1.2 Developer has lawfully developed the above-described property and has platted same to create *inter alia* fifty four (54) individual single-family parcels together with certain common areas and now being legally described hereafter as:

**[Taylorfield Subdivision, a legal subdivision as according to the plat thereof recorded in Plat Book 71, Page 1-6, of the current, official records of Duval County, Florida.]**

to be sold together with appurtenant features and called the "Property" hereafter;

1.1.3 Each single-family parcel and the Property as a whole is more fully utilized and the value enhanced by the provision of a mechanism for divvying relative associative rights and responsibilities of owners one to the other, especially as to provide an enforceable means for sustaining regular maintenance of the Common Areas including but not limited to the Stormwater Management System, the common road, sidewalks, irrigation system, landscaping and fencing; and, entry monument.

1.1.4 To effectuate the foregoing, the Developer has formed the Association.

Section 1.2 Purpose. This Declaration is made for the purpose of enhancing and protecting the value, enjoyment and marketability of each parcel within the Property.

Section 1.3 Mutuality. This Declaration is made for the mutual and reciprocal benefit of every parcel within the Property, and is intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective owners, and to create privity of contract and an estate between the owner grantees of each and every parcel within the Property, their heirs, executors, administrators, legal representatives, successors, and assigns. Every person who takes title as an owner of a parcel within the Property, shall be found to agree with all the terms and provisions of this Declaration, and shall be entitled to its benefits and subject to its burdens.

**ARTICLE 2**  
**DEFINITIONS & CONSTRUCTION**

Section 2.1 Definitions. The following words, when used in this Declaration and denoted by capitalization, shall have the following meanings:

2.1.1 Taylorfield Subdivision. The name of the subdivision Property referred to in this Declaration by the same name.

2.1.2 Articles, Bylaws & Rules. The Articles and Bylaws of the Association, a copy of which are attached and incorporated herein as **Exhibit 2**, to be recorded herewith.

2.1.3 Assessments. The annual operating and maintenance assessment or an extraordinary special assessment (together "Assessments"), imposed and enforced against (and ultimately may be foreclosed upon) each Parcel and Owner thereof by the Association, as further defined and provided for elsewhere in this Declaration.

2.1.4 Association. The "Taylorfield Subdivision Owners Association, Inc.," a "homeowner's association" as defined in and regulated by chapter 720, Florida Statutes, operating as a Florida not-for-profit corporation, the Articles and Bylaws of which corporation reference this Declaration.

2.1.5 Board. The Board of Directors of the Association, exclusively managing the corporation's business and affairs pursuant to its Governing Documents.

2.1.6 City. The City of Jacksonville Florida, acting by charter on behalf of all of Duval County, Florida, or any successor governmental entity.

2.1.7 Common Area. The Common Area shall be all that real property (including easements, licenses and rights of real property use) and personal property lying within the Property, that is intended for the common use and enjoyment of the Owners and any areas within the Property, and with regard to the Stormwater System, any areas which may lie without the Property, serving the Property as a whole, which the Association is obligated to maintain, insure, repair or replace, but not including any portions thereof dedicated for maintenance to the City, Florida, JEA or other regulatory entity by the Plat or other recorded instrument. More specifically, the Common Area shall include, as may be designated and determined by reference to the Plat, the Site Plan attached as **Exhibit 1** and/or the terms and conditions of the environmental resource permit associated with the Stormwater System:

2.1.7.1 *Common Road, Sidewalk, Lighting and Irrigation Devices.*

2.1.7.2 Stormwater Management System. The Common Area shall include that property labeled "Stormwater Facility No. 1", as well as any and all other integral parts of the Stormwater System connected to such pond, wherever located on the Property (including that which may be located on a Parcel) and any portion that may be located off the Property, including but not limited to all inlets, gates, weirs, orifices, pipes, gates, conduits, swales, turbidity control devices, fountains, pumps and other incorporated parts, when and how installed originally by the Developer and required to be maintained by the Association pursuant to the terms and conditions of the permit issued for same;

2.1.7.3 Buffers, Easements & Drainage Areas. The Common Area shall include all landscape buffer areas, upland buffer areas, access easements, common easements and drainage easements wherever located on the Property (but not including that which may be located on that part of a Parcel on which a Dwelling is constructed), and for purposes of the Stormwater System shall include any and all drainage easements or other areas serving or which are a part of the Stormwater System which may be located off of the Property, including any trees, landscape, signage or other improvements lawfully installed thereon, where the buffer, easement or drainage area is not dedicated to the public or some other entity for maintenance by the Plat or other recorded instrument; and,

2.1.7.4 Off-Site. For maintenance and insurance purposes, the Common Area shall be deemed to include and the Association shall maintain and have an insurable interest in, any landscaping, fencing and/or subdivision identification signage planted or erected by the Developer or the Association on City right-of-way adjacent or interior to the Property.

2.1.8 Developer. Udell Development, LLC, a Florida limited liability company.

2.1.9 District. The St. Johns River Water Management District, its successors and such of its assigns as may be expressed to the extent permitted by law.

2.1.10 Dwelling. Any single-family residential dwelling unit constructed or to be constructed on a Parcel, together with all permitted appurtenant improvements, approved in accordance with the terms of this Declaration.

2.1.11 Governing Documents. This Declaration and the Articles and Bylaws of the Association, recorded together in the real property records of Duval County, Florida, which documents - as may be amended from time to time in accordance with their respective terms - govern the various rights, responsibilities, business and affairs of the Association and of the Owners one to the other.

2.1.12 Owner. Every person(s) who holds record, legal title to a Parcel.

2.1.13 Parcel. Any of the fifty four (54) platted tracts or lots of the Property upon which a single-family home is intended to be constructed.

2.1.14 Plat. The Plat of the Property recorded at Plat Book 71, Page 1, of the current, official records of Duval County, Florida. The preferred builder will be designated as Adams Homes of Northwest Florida, Inc.

2.1.15 Preferred Builder. Adams Homes of Northwest Florida, Inc.

2.1.16 Surface Water or Stormwater Management System. A system (including especially but not limited to the platted Stormwater Facility No. 1 area shown on the site plan at **Exhibit 1**) which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, 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, Florida Administrative Code*, or successor regulation, and called the "Stormwater System" herein. For purposes of this Declaration, the Stormwater System wherever located on or off the Property shall be deemed a "Common Area."

Section 2.2 Definitions Non-Substantive. The definitions of the capitalized terms set forth above and their use herein are for the convenience of the author and reader only, and are not intended as a substantive limitation on other express provisions of the Declaration except as the context may clearly indicate to the contrary.

Section 2.3 Headings. The numbered and underlined Article and Section headings are intended only for the convenience of the reader and shall not be considered in construing this Declaration.

Section 2.4 Gender/Plural. Unless expressly set forth otherwise to the contrary, when used in this Declaration, a gender-specific term shall be understood to include the opposite and equivalent gender-specific term, and references to a thing in the singular shall be understood to include the plural, except where such a construction would render meaningless the manifest clear intent.

Section 2.5 Construction. This Declaration shall be governed by and construed under the laws of the State of Florida including its "choice of law" provisions. Further, this Declaration shall be construed liberally to effectuate its intent and especially its remedial purposes, so long as same does not unreasonably interfere with or unlawfully restrain the rights of an Owner under Florida law.

### **ARTICLE 3** **ASSOCIATION RIGHTS & DUTIES**

Section 3.1 Mandatory Membership. Every Owner, by virtue of having received a deed or otherwise having succeeded to ownership of a Parcel in any manner whatsoever, shall be a member of the Association, and no person who is not an Owner shall be entitled to membership. Where a Parcel has multiple Owners, or is owned by a corporation or other entity, one (1) natural person shall be selected by such methods as the Owners may choose to act as the representative for such Parcel and written notice of same shall be provided to the Association.

Section 3.2 Classes of Membership & Board Election. The Association shall have two (2) classes of membership as follows:

3.2.1 Class A. Class A members shall be all Owners other than the Developer and shall be entitled to cast one (1) vote for each Parcel owned.

3.2.2 Class B. Class B members shall be the Developer and Preferred Builder who shall be entitled to cast two (2) votes for each Parcel owned. The Class B membership shall cease and be converted to Class A membership not less than ninety (90) days following the conveyance of 90% of the Parcels by Developer, unless sooner converted by Developer at its option.

Section 3.3 Association Governance & Voting. The Association shall be governed by a Board of Directors with specific duties carried out by its officers all as set forth and according to the procedures and requirements of the Articles and Bylaws adopted pursuant hereto this Declaration, a copy of which current Articles and Bylaws is attached. Notwithstanding anything to the contrary contained in the Articles or Bylaws, and except where this Declaration or a governing law specifies some greater percentage or requirement, a majority of the Board members present at a meeting at which a quorum has been obtained, or a majority of the entire composed Board taking an action by written consent, shall be sufficient for the taking of any action.

Section 3.4 Powers & Duties of Association. Except as may be limited herein and by the other Governing Documents, the Association shall act through a Board of Directors which shall have all rights, powers and duties of a Board of a Homeowners Association as set forth in chapter 720, Florida Statute, and shall

succeed to any power that may later be added by statutory amendment, but shall not be deemed to cede any power now granted nor be obligated to perform any additional duty by virtue of amendment except as may be required expressly by law. Further, the Board may adopt reasonable rules and regulations and a fine schedule not inconsistent with this Declaration and the Governing Documents relating to use of the Common Area or other proper subjects of Association governance.

**Section 3.5 Enforcement by Association.** Generally, the Association shall be responsible, on behalf of its Members, to enforce this Declaration and all its easements granted to the Association or in common to the Owners, all covenants, conditions, restrictions, and all other terms whatsoever including the levy and collection of Assessments and fines, by use of whatsoever lawful means as are authorized and determined to be advisable and reasonably necessary in a given case based on its prudent business judgment. Such means include but are not limited to a suit for monetary damages, a suit for injunctive or other equitable relief, or a combination of the foregoing. In any suit or other legal proceeding, including the bringing of an action to foreclose upon a lien against an individual Parcel, the prevailing party as finally determined by a court of competent jurisdiction or other body having jurisdiction, shall be entitled to an award of reasonable attorneys fees and court costs related to any issue disputed in such suit or proceeding.

**Section 3.6 Power to Establish Fines; Liens.** In order to enforce and/or deter the violation of any provision of this Declaration, including but not limited to those relating to architectural control, common easements or property use restrictions, the Association may levy fines or suspend privileges to use the Common Area against Owners as follows:

**3.6.1 Fine Committee.** The Association Board shall appoint a "Fine Committee" to consist of at least three Members, triggered at turnover when Class B membership expires, officers or employees, or the spouse, parent, child, brother, or sister of an officer, director or employee, who shall meet as often as needed to enforce and carry out the provisions of this *Section 3.6*. Notwithstanding, the foregoing shall not prevent or prohibit the Board or any member thereof from providing evidence or testimony at hearing relating to a fine, and the ARB may especially issue a written opinion relating to a violation of any architectural restriction for consideration by the Fine Committee.

**3.6.2 Procedures.** The Fine Committee shall provide the offending Owner not less than fourteen (14) days Notice detailing: (a) the nature and extent of the violation which shall include any written ARB opinion relating to a violation of any architectural restriction if rendered prior to the time notice is given; (b) the prescribed fine amount or privilege suspended and the length of time of such suspension; (c) the location, date and time of a hearing or Fine Committee meeting at which the matter will be addressed. Notwithstanding anything to the contrary, no fine shall be imposed where the violation is cured or brought into compliance by an Owner prior to the date of the hearing and evidence of same provided to the Fine Committee prior or at the hearing; provided however, what constitutes "cured" shall be within the reasonable discretion of the Fine Committee. At the hearing, the Fine Committee shall take up the matter pursuant to informal procedures, so long as such procedures provide an Owner with a reasonable amount of time and sufficient opportunity to present and/or rebut evidence based on the nature and extent of the violation. No Owner shall have any right to a deferral, extension or continuation except in the discretion of the Fine Committee. At the conclusion of the matter, the Fine Committee shall vote and no fine or suspension shall be imposed except by majority vote. If a fine is imposed, Notice shall be provided to the Owner setting forth the amount of the fine, the date or dates of payment, and where the payment should be directed. No fine may be required to be paid any sooner than ten (10) days from the date the Notice of fine imposition is mailed. All fines shall be payable by the same commercially reasonable methods by which Assessments are payable.

**3.6.3 Amounts & Payment.** The Board shall have the authority to adopt a schedule of fines or privilege suspension periods associated with various violations of this Declaration and its provisions provided that no fine shall exceed \$ 100 per violation; provided that, if the law is amended to allow a greater fine amount this Declaration shall be deemed amended accordingly. In the event no fine schedule is adopted, the amount of all fines shall be \$100 and privileges shall be suspended

no longer than the time necessary to cure or remedy the violation and in no event shall be suspended for longer than six (6) months. Notwithstanding such schedule, the Fine Committee may in its discretion levy a lesser fine if it reasonably determines extenuating or mitigating circumstances were involved. Further, a fine may be levied on a continuing basis that each day that a violation occurs or is allowed to remain after notice constitutes a separate violation provided no fine shall exceed greater than thirty-five (35%) of the appraised fair market value of any Owner's Parcel together with improvements thereon as determined by resort to the official records of the Property Appraiser in and for Duval County, Florida, or \$ 100,000.00, whichever is greater. If not provided in the fine schedule, the Fine Committee may set whatever reasonable time period is appropriate within which an Owner must pay a fine to the Board, provided that such schedule may be altered or amended by the terms of any Special Assessment adopted by the Board upon failure to pay the fine as originally imposed.

3.6.4 No Limit to Parcel Access. No fine or suspension of privileges shall have the effect of impairing an Owner's (or Tenant thereof) right to have vehicular and pedestrian ingress to and egress from a Parcel.

3.6.5 Lien and Enforcement. No fine shall become a lien on a Parcel; provided however, that the Board may adopt a Special Assessment against a particular Parcel for failure to pay a fine associated with such Parcel or its Owner in the manner provided in *Article 5*.

Section 3.7 Maintenance of Common Area Generally. The Common Area, as defined herein, shall be operated, maintained and/or repaired in a clean, sanitary and attractive manner, or to good and normal working condition in perpetuity by the Association with all work performed in a good and workmanlike manner.

Section 3.8 Maintenance of Stormwater System & Enforcement. In addition to the general requirements of the foregoing Section 3.7, the Stormwater System ("System" hereafter in this paragraph) shall be operated, maintained, repaired or replaced in accordance with all terms and conditions of the Environmental Resource Permit number 98807-2 issued by the District (the "ERP"), wherever and however such System is located. In doing so, the Association agrees to accept transfer of the ERP and to act as the "responsible maintenance entity" under the ERP, and shall exercise such best practices as necessary in order to ensure the System functions in accordance with the permit and all other law and regulation or any government or agency having jurisdiction over the System or the waters contained therein. Specifically, in fulfillment of all permitting conditions, the Association shall be responsible for ensuring that both the water quantity (the water level as it rises and falls from time to time) and water quality is adequately maintained, and shall have the duty to inspect, maintain and repair all inlet control structures, to regularly clean out debris and trash from the pond and to skim its bottom, and shall maintain and control shoreline vegetation and maintain the pond embankment and its grade and contours in a clean and safe manner. The Association shall have the right to control and eradicate plants, fowl, reptiles, animals, fish and fungi in an on any portion of the pond or easement areas; provided however, that, except as may be required by the permit or other law, neither the Developer nor the Association shall have any duty or responsibility for the elimination of algae or for controlling frogs, insects, gnats, mosquitoes, toads, reptiles and other pests. Additionally, the Association shall ensure that no swimming, fishing or other recreational or like activity occurs in the pond, and shall ensure no dock, bridge or other structure is erected or installed in or on the pond or portion of the System, except that the Association may erect or maintain any community dock, viewing area or like structure, but only to the extent such structure is permitted by the District and all other law and regulation. Finally, the District shall have a third-party right to enforce, at law or in equity, any and all provisions of this Declaration and the Governing Documents related to operation and maintenance of the System; and, in the event the Association is dissolved, prior to such dissolution, all responsibility relating to the System must be assigned to and accepted by a responsible maintenance entity approved by the District.

Section 3.09 Obligation to Repair or Replace; Condemnation. Except as set forth at *Section 4.2* hereof, in the event of damage or destruction to any part or the whole of the Common Area or any structure or property erected or installed thereon which the Association is obligated to insure and maintain, the Association shall repair or replace such damaged portion within a reasonable time with the cost of any deductibles or other expenses incurred over and above the amounts of any insurance proceeds shared equally by the Owners and offset by an Assessment to the extent reserve or other funds are not currently available. In the event of

condemnation of any portion or the whole of the Common Area by any governmental agency acting pursuant to lawful authority, such portion shall cease to be Common Area upon the final conclusion of any condemnation proceedings, the Association shall no longer have any duty to maintain such portion, and any and all proceeds shall be promptly distributed equally among the Members as their interests then appear, or otherwise equally credited against any Assessment against the Members then due and payable.

Section 3.10 Optional Repair or Replacement. Notwithstanding anything to the contrary, by vote or consent of the Board, the Association may elect to repair, replace or upgrade any part of the Property and installations and structures erected thereon including any portion thereof dedicated for maintenance to the City or other regulatory entity, and may for such purpose levy a "Special Assessment" uniformly among the Owners to pay the cost of such optional work, provided the Board shall have no obligation to undertake any such action.

Section 3.11 Insurance. In order to carry out its obligations effectively and efficiently, the Association Board shall obtain and keep in full force and effect such types and amounts of insurance as it determines advisable in its prudent business judgment, including the following:

3.12.1 Hazard Insurance. The Board shall obtain hazard/casualty insurance providing coverage in an amount not less than eighty percent (80%) of the current replacement cost of the Common Area and all systems, facilities and personal property installed or erected thereon, including endorsements for vandalism, theft, malicious mischief and windstorm damages.

3.12.2 Public Liability Insurance. The Board shall obtain public liability insurance in such limits as determined prudent to insure against liability arising from or related in connection with ownership, maintenance or use of the Common Area. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement precluding an insurer from denying the claim of an Owner because of negligent acts of the Association, its Board, or other Owners.

3.12.3 Worker's Compensation Insurance. Should the Association act as a contractor to undertake work on the Property, it shall obtain and maintain worker's compensation coverage for all its employees (and all subcontractors not independently required to obtain workers compensation coverage) to the extent required by law.

3.12.4 Officer's & Director's Liability Insurance. The Board may obtain insurance in amount deemed prudent and advisable, with the cost of such insurance deemed a common expense payable from the Annual Assessment, coverage providing for protection against and defense for personal loss for actions taken by Board members and Association officers in the performance of their duties on behalf of the Association.

3.12.5 Flood Insurance. The Board shall obtain flood insurance in the full replacement amount for all of the Stormwater System, structures and other personal property erected or installed on any portion of the Common Area that is designated as flood zone "A" to the extent such coverage is available at a reasonable cost defined as where the annual policy cost does not exceed not to exceed twenty percent (20%) of the replacement value of the Stormwater System, structures and other personal property.

Section 3.13 Clarification. The Association's general powers and duties set forth in this *Article 3* of the Declaration may be supplemented by other provisions contained elsewhere herein, and all powers and duties are intended to be clarified and amplified by the Articles and Bylaws; provided however, in the event of an irreconcilable conflict or inconsistency between any provision of this Declaration and those of the Articles or Bylaws addressing the same subject matter, the provisions of this Declaration shall control to the extent of the conflict or inconsistency.

#### **ARTICLE 4** **OWNER RIGHTS & RESPONSIBILITIES**

Section 4.1 Generally. By purchase of a Parcel, any and all Owners are deemed to agree to comply with the provisions of this Declaration and of rules and regulations lawfully adopted by the Board in accordance with the Governing Documents and for compliance by and accept responsibility for the actions of their tenants, children, extended family, guests, invitees, licensees and all other persons residing on a Parcel or occupying the Common Area pursuant to express, implied, apparent or tacit permission of an Owner, all such persons hereafter collectively referred to as "Invitees."

Section 4.2 Damage to Common Area. Any damage caused to the Common Area by the negligent act or omission or willful misconduct of an Owner or her Invitees shall be the financial responsibility of such Owner and such Owner shall act with reasonable promptness to notify the Association of any and all such damage and to reimburse the Association for any repair costs or the costs of any insurance deductible or increase in the rate of insurance due to such act, omission or misconduct. Owners are deemed to understand and agree that any failure to comply timely with the provisions of this Section 4.2 may result in the imposition of a fine against such Owner and that such fine, if not paid at the time specified in the fine order, may result in the Board voting to impose a non-uniform Special Assessment against that Owner's Parcel which may become a lien against the parcel which lien may be foreclosed in the same manner as any other Assessment.

Section 4.3 Drainage, Stormwater System and Uplands Buffers. In addition to the general requirements of the foregoing, no Owner or its Invitee shall take any action, such as but not limited to placing structures within any drainage easement, redirecting drainage to flow anywhere but to the road as originally designed by the Developer, leveling, filling or regarding of any swales, pond embankment or contours, which action obstructs or otherwise interferes with the designed operation of the permitted Stormwater System.

Section 4.4 Landscaping and Sidewalking. Notwithstanding anything express or implied to the contrary contained herein: (a) an Owner or its general contractor shall be responsible to ensure that all grass, landscaping and sidewalk requirements of the City relative to a Parcel are met on or before a certificate of occupancy is issued for any Dwelling, where such sidewalk, grassing or landscaping is not originally installed on a Parcel by the Developer; (b) in the event any sidewalk installed by the Developer is damaged as a result of construction or other activities on a Parcel, the individual Parcel Owner shall be responsible to promptly repair, reconstruct, reinstall or replant same to same or better good and workmanlike condition in accordance with all current City permitting requirements; and, (c) an Owner shall be responsible for maintaining all landscaping and grassing planted or installed adjacent to the street to the extent of the logical extension of a Parcel's boundary lines extending to the edge of the curb and including that portion located across a sidewalk where applicable.

Section 4.5 Insurance. Owners shall maintain in full force and effect adequate hazard and other appropriate insurance against a Parcel and any Dwelling erected thereon in an amount not less than eighty (80%) of the current replacement value of the Dwelling and all fixtures installed therein. A flood insurance policy shall be required to be obtained in an amount equal to all mortgages or other liabilities imposed lawfully against a Parcel for any Parcel where more than 50% of the Parcel's lot area or any portion of the Dwelling located thereon is designated as flood zone "A", provided such insurance policy is obtainable and at a cost not greater than fifteen percent (15%) of the assessed fair market value of the Parcel's improvements thereon as determined by resort to the official records of the Property Appraiser in and for Duval County, Florida. A certificate of insurance or other evidence of this required coverage shall be provided to the Association on not less than an annual basis.

Section 4.6 Maintenance & Repair after Casualty. Owners shall properly maintain their Parcels and all Dwellings and other allowed structures erected thereon in good working order and in a neat and attractive condition in compliance with this Declaration especially the architectural restrictions hereof. Should an Owner fail to do so, the ARB may elect to Notice an Owner of a violation giving the Owner not less than ten (10) days to comply, and, if Owner should fail to comply, the Association may enter upon the Property to make the repair or maintenance itself and may ask the Fine Committee to impose a fine against a Parcel Owner for failure to comply. Provided such work is completed in a good and workmanlike manner, such Owner shall have no claim for damage to the Parcel, Dwelling or other Property and shall have no cause or claim against the Association for trespass. In the event a Dwelling or other structure on a Parcel is damaged by wind, fire or other casualty, an Owner shall act diligently and promptly to pursue its insurance claim

Section 4.7 Enforcement. Notwithstanding any rights or duties of the Association, any Owner may elect to enforce the terms of this Declaration against any other Owner or against the Association by means of legal action including a suit for monetary damages or for injunctive or other equitable relief, and may bring any such claim or action against another Owner independently notwithstanding any similar cause or claim then pending brought by the Association. In any such suit or other legal proceeding brought by an Owner, the prevailing party as finally determined by a court of competent jurisdiction or other body having jurisdiction, shall be entitled to an award of reasonable attorneys fees and court costs related to any issue disputed in such suit or proceeding.

## **ARTICLE 5 ASSESSMENTS**

Section 5.1 Creation of the Lien & Obligation of Assessment. Each Owner covenants, and by acceptance of a deed to a Parcel whether or not expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any and all Assessments created, established, levied and imposed hereby pursuant to this Declaration. All Assessments, together with interest thereon from the due date at the highest lawful rate and cost of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Parcel against which each such Assessment is made, and shall also be the personal obligation and contractual agreement of each Owner.

Section 5.2 Purposes of Assessments. The Assessments shall be levied, imposed, collected and enforced only for the purposes of funding its Annual Assessments and Special Assessments as described hereafter. These reserves will be triggered at turnover.

Section 5.3 Annual Assessments. The Association Board shall prospectively levy an annual assessment (the "Annual Assessment") in a sufficient amount to pay its debts as same become due in the ordinary course including but not limited to those for: (a) accounting, public liability insurance, hazard and other insurance on the Common Areas, Officers and Directors insurance, fidelity bonds, management, legal, ad valorem taxes or local government special assessments, state and local registration and/or licensing fees and like recurring expenses; and, (b) obligations associated with the regular repair, maintenance and upkeep of the Common Areas. The Association may include in the Annual Assessment a reserve amount for deferred maintenance or extraordinary expenses. The Preferred Builder is exempt from annual assessments.

5.3.1 Annual Meeting & Report. Annually by March 1<sup>st</sup>, upon not less than fourteen (14) days Notice - which Notice shall include a statement about: (a) the nature of the Assessments; (b) the estimated amounts; and, (c) the estimated payment dates - the Board shall conduct its annual meeting and approve a report of the Association's cash receipts and expenditures for the previous calendar year.

5.3.2 Calculation of Budget & Reserves. Based on the aforementioned report and taking in such factors it deems prudent, the Association Board shall immediately vote upon and Association annual budget in an amount necessary to meet projected costs and expenses for the coming calendar year and retroactive to January 1<sup>st</sup> of such year. Such budget shall take into account such monies as the Association may have on hand in its accounts or such deficits that may exist as of the date the aforementioned prior year report and upcoming year budget is adopted. Further, in no event shall any reserve amount be budgeted and assessed to the extent that cash on hand and not then due in the ordinary course is equal to or exceeds fifty percent (50%) of the projected annual budget; provided however, this provision shall not prohibit adoption and imposition of a Special Assessment directed to what otherwise might be a budget reserve item so long as the item meets the purposes of a Special Assessment.

5.3.3 Calculation of Annual Assessment. At the same meeting and immediately following approval of the budget, the Association Board shall levy and impose the Annual Assessments based upon such budget and shall allocate the Annual Assessments pro-rata uniformly among the Owners of each Parcel with each Owner required to pay one fifty fourth (1/54<sup>th</sup>) of such Assessment.

Section 5.4 Special Assessments. Upon not less than fourteen (14) days Notice at a meeting - which Notice shall include a statement about: (a) the nature of the Assessments; (b) the estimated amounts; and, (c) the estimated payment dates - the Association Board, in its discretion and having no obligation whatsoever to do so, may levy and impose an extraordinary Special Assessment, as follows:

5.4.1 Individual Fine. A non-uniform assessment related to any fine imposed by the Fine Committee which is more than thirty (30) days delinquent to be imposed against an individual Parcel or Parcels;

5.4.2 Emergency or Delinquency. A uniform assessment spread among the other Owners for any delinquent Assessment originally imposed against a delinquent Owner or Parcel or to cover any shortfall created by a unanticipated casualty or other true emergency; or,

5.4.3 Improvement. A uniform assessment among all Owners and Parcels related to the Common Area, or outside the Common Area as permitted herein, for improvement, upgrade, addition or enhancement thereto.

Section 5.5 Notification of Assessments. Within ten (10) days following the imposition of any Assessment, the Board shall provide Notice of same to all affected Owners explaining the nature of the Assessment and the amounts due and due dates and including as attachments any annual report, budgets or other reports or materials.

Section 5.6 Collection of Assessments. The Annual Assessments shall be payable in advance and shall be collectible and due on such periodic basis as the Association Board may determine from time to time, provided such periodic basis shall provide the Association with adequate capitalization to pay its bills as they become due in the ordinary course during the year. The foregoing shall not prevent any Owner from paying all or any portion of an Annual Assessment prior to when it is periodically due. Any Special Assessment shall be payable and collected as set forth in the resolution. All payments may be made by personal check provided that in the event any personal check is returned unpaid or refused payment the Board may require that all future payments from such payor be made by certified check, cashier's check or money order.

Section 5.7 Effect of Non-Payment of Assessments: Lien, Personal Obligation & Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Parcel encumbered thereby, the name(s) of the Owner, the amount and the due date. Such claim of lien shall include Assessments which are due and payable when the claim of lien is recorded as well as assessments imposed for which payment may accrue thereafter, plus interest, costs and attorneys' fees, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent Assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. Additionally, the Board may vote to suspend the voting rights of any Member that is delinquent by more than ninety (90) days in the payment of any Annual Assessment.

Section 5.8 Subordination of the Lien to First Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the Assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payment of which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any Assessment thereafter becoming due or from the lien thereof.

Section 5.9 No Abandonment. No Owner shall escape liability for the Assessments provided for

herein by abandonment of a Parcel.

Section 5.10. Developer's Responsibility for Assessments. So long as Developer owns a Parcel, the Developer will be responsible and liable to pay its pro-rata share of all Annual Assessments and/or will otherwise provide sufficient funding for the operational budget of the Association net of Assessments to other non-developer Owners collected and accounted for. In the event an Assessment is paid by the Developer on a Parcel which is later sold to an Owner, the Developers shall be entitled to a credit at closing for any period of time remaining associated with such Assessment payment.

Section 5.11 Transferor Notice. Upon reasonable request of an Owner wishing to facilitate the transfer of a Parcel, the Association shall provide written certification and statement of account concerning the lien and payment of Assessments by such Owner, and any lien against a Parcel still due and payable at time of transfer shall become a lien against the new Owner "estoppel fee". The Preferred Builder will be exempt from any costs associated with transfer.

## **ARTICLE 6**

### **ARCHITECTURAL GUIDELINES**

Section 6.1 Architectural Review Board. The Association shall establish an ARB which shall consist of either three (3) or five (5) members. Members of the ARB do not have to be members of the Association. For so long as Developer or Preferred Builder owns any Lot (and irrespective of whether the class B Membership has terminated), Developer or Preferred Builder shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors, or, if the Board of Directors fails to so appoint an ARB, then the Board of Directors shall constitute the ARB. Any vacancies on the ARB shall be filled by appointment by the Board of Directors. A quorum shall be established by the presence of a majority of the ARB members at any ARB meeting and a majority vote by those ARB members present at an ARB meeting shall constitute the action of the ARB. The ARB Board does not take over until Developer or Preferred Builder are out of the Taylorfield Sub Division.

Section 6.2 ARB Authority & Duties. The ARB shall have the following authority:

- 1) In order to assist in making the Property a community of high standards and aesthetic beauty, the ARB shall be charged with making a recommendation to the Board of Directors to approve or disapprove all proposed construction and improvements to any Lot and any alteration, addition, change or modification thereto, other than initial construction constructed, erected, or placed upon any part of the Property. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, and aesthetic criteria. Plans and Specifications, including landscaping and driveways for the Initial Improvements on any Lot shall be submitted to the Developer for approval. No construction, modification, alteration or improvement of any nature whatsoever, shall be undertaken on any Lot, unless and until the Developer or the ARB, as the case may be, has approved in writing the Plans and Specifications.
- 2) The ARB shall be authorized to require two (2) sets of plans and specifications for any proposed improvements, hereinafter "Proposed Improvements" which are to be reviewed by the ARB. Additionally, the ARB may require submission of samples of building materials and any other information necessary to allow a complete assessment or evaluation of any proposed construction or improvements.
- 3) The ARB shall be authorized to set up a fee schedule charging reasonable fees for the processing and evaluation of submissions to the ARB. The fees are to be paid to the Association along with the submission to the ARB. The Preferred Builder is exempt from paying these fees.
- 4) The ARB shall have the authority to recommend amendments to the architectural criteria to the Developer or the Board of Directors. Upon adoption of any such amendment, a complete copy of such amendment shall be

provided to each member of the Association.

The architectural criteria and any amendments thereto shall not be recorded in the public record and failure to provide a copy of same or an amendment to same shall not be a condition precedent to the effectiveness or validity of the architectural criteria or an amendment thereto.

**Section 6.3 Variance.** The ARB, Preferred Builder and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority. Any variance given pursuant to this paragraph shall be given in recordable fashion and recorded in the public records of the County.

**Section 6.4 Enforcement.** The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

**Section 6.5 Remedy for Violations.** In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the Board of Directors shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the Board of Directors may pursue any other remedy available to it. In connection with this enforcement section, the Board of Directors or Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB, the Board of Directors or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the right of the Association or the Developer to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

**Section 6.6 Reservation of Rights to Release Restrictions.** In each instance where a structure has been erected, or construction thereof has substantially advanced, in such manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots and shall be recorded in the public records of the County.

**Section 6.7 No Liability.** Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the

Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

Section 6.8 Initial Construction. All proposed initial construction shall be submitted to the Developer in writing. Submissions shall be made as provided in Section 6.2(b). The proposed construction shall be evaluated giving due consideration to the overall development scheme and the architectural criteria. Developer shall have the right to approve or disapprove such proposed construction in its sole discretion.

Section 6.9 Exclusive Authority. The ultimate, sole and exclusive right to approve or disapprove proposed construction shall belong to the Developer, Preferred Builder and/ or the Association.

## **ARTICLE 7**

### **USE RESTRICTIONS**

The following benefits and burdens regarding the use and occupancy of the Parcels and regarding the construction, maintenance, use and occupancy of the Dwellings, accessory structures and all other improvements shall apply and inure to every Owner for the benefit of every other Owner, and shall be interpreted to apply to any user or occupant of a Dwelling, the underlying Parcel or of any part of the Property, whether the user or occupant is an Owner or its family members, invitees, guests, licensees, tenants, employees and/or agents, and without regard to whether occupied or used in exchange for valuable consideration or not:

Section 7.1 Residential Uses Only. The Parcels shall be residential lots used only for single-family dwelling purposes. No business or commercial activity shall be conducted on any part of a Parcel, excluding lawful Home Occupations approved by the Association in accordance with *Section 7.6* hereof, and no commercial, industrial or other structure not appurtenant to residential use shall be erected. This does not apply to the model home(s) of the Preferred Builder.

Section 7.2 No Nuisances, Illegal Uses or Hazardous Uses. No obnoxious or offensive activity shall be allowed, nor any use or practice which is the source of annoyance or nuisance to Owners or occupants, or which interferes with the peaceful possession and proper use of the Property. All portions of a Parcel and the Property shall only be used for lawful and not illegal purposes. Further no part of any Dwelling or Parcel shall be used for the storage of or occupied by any hazardous substance or explosives.

Section 7.3 No Further Subdivision. No Parcel subject to this Declaration shall be further subdivided into any smaller lot or parcel.

Section 7.4 Driveways, Walks & Landscape. Each Parcel Owner shall be responsible for maintenance of the driveway, walks (not including Common Area sidewalk), drives and the like serving her Parcel and the landscaping thereon which shall be maintained in a neat, functioning and attractive condition.

Section 7.5 Restrictions on Rights to Lease. No Owner shall lease or tender occupancy to another any Dwelling or part of a Parcel, whether for valuable consideration or not, except in accordance with the following provisions:

7.5.1 No Short Term Rentals. No rental agreement or lease of less than six (6) months shall be permitted, except that the Association may establish an exception by Rule to the foregoing allowing all Dwellings to be leased for up to two weeks a year for special events subject to prudent conditions and other provisions of this Declaration. As a prophylactic measure against the violation of the foregoing, no Dwelling or part thereof shall be leased more than twice during any one (1) year period notwithstanding broken leases, early termination, etc.

7.5.2 No Time Share Allowed. No Dwelling, Parcel or any portion thereof shall be owned, leased, subleased, occupied or used for or in connection with any time-sharing agreement, plan, program including without limitation, a "vacation license," travel club," "extended vacation" or other time-interval ownership or use arrangement however organized and however styled and regardless of whether valuable consideration or like-kind privileges are given in exchange.

Section 7.6 Home Occupations. Home offices or home occupations licensed and permitted in accordance with local ordinance and zoning authority may be allowed by the Association Board so long as there is no visible evidence of the occupation or business nor other detriment to any other Owner.

Section 7.7 Service Vehicles. No commercial vehicles over 6,000 lbs shall be allowed to park overnight anywhere on the Property except as may be completely enclosed within a garage. Notwithstanding anything to the contrary, no limousines, taxis, shuttle bus, airport van or other similar vehicle shall be permitted to park overnight anywhere on the Property except as may be completely enclosed within a garage and no Dwelling or part of a Parcel shall be used to operate any such transportation business.

Section 7.8 Parking, Boats & R.V. Parking. No recreational vehicles, boats or other watercraft shall be permitted to be parked or stored overnight anywhere on the Property except that a boat may be completely enclosed within a garage or in a required side yard where no portion of the boat or trailer including the hitch extends out into the required front yard and so long as completely screened to its full height by a fence or where a hedge or landscaping is planted which will achieve such full height and at least 85% opacity within one (1) year from time of planting and maintained to such height and opacity at all times.

Section 7.9 Automotive Repair. No automotive repair or maintenance or the like shall be performed on a Parcel except that a tire may be changed or battery replaced in a driveway as necessary, and where minor service having no auditory impact such as changing light bulbs, the oil, the air filter and the like may be performed fully enclosed within a garage on a limited basis.

Section 7.10 Animals. No animals, reptiles, insects or birds of any kind shall be raised, bred, or kept in any Dwelling or on any part of a Parcel, except that a reasonable number of ordinary household, domesticated and non-exotic pets for companionship purposes may be kept provided they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to roam unattended and no animal shall be tethered outside on a Parcel. Notwithstanding, no pet(s) may be kept on a Parcel that are obnoxious or annoying to other Parcel Owners.

Section 7.11 Signs. No signs, placards, billboards or the like shall be erected except for one (1) sign may be erected of such size, type and style as allowed by all regulatory authority zoning during such time as a Parcel is marketed for sale but "for rent" or "for lease" signage shall be prohibited; provided however, no "for sale" signage shall be permitted so long as Developer or Preferred Builder owns a Parcel that is being actively marketed for sale except with the permission of the Developer or Preferred Builder. No sign advertising any contractor or service provider to a Dwelling or Parcel shall be allowed except with the written permission of or pursuant to rule of the Association. Except as set forth herein or otherwise required by law, no other signage shall be permitted. The Preferred Builder may install signs in the common area of the sub division. The ARB may by rule establish a uniform "for sale" signage style, type, etc. and if so established shall be followed.

Section 7.12 Fencing. Neat and attractive fencing of the rear and side yard areas by an Owner shall be allowed up to a height of six feet (6') but no fencing shall be allowed in the required front yard areas. This provision shall not prohibit the planting of hedges or other landscaping in the front yard area so long as such landscaping does not obstruct visibility or vehicular sight-line distances in an unsafe manner. The ARB may by rule establish and alter guidelines or pre-approve types and styles of fence materials including brick, vinyl, aluminum or wrought iron, provided that no wood fences shall be allowed and no fence originally installed in compliance with a then-existing rule and all other regulation can be required to be removed or replaced and may be repaired and/or maintained for its natural life so long as kept in a neat and attractive condition.

Section 7.13 Trash Containers & Refuse. Trash containers shall be stored in the rear or side yard areas and shall be fully screened to full height on all but one side by a hedge, landscaping or fence meeting the requirements applicable as for boat screening as per *Section 7.8* above or for fencing as per *Section 7.12*. Trash shall be regularly taken to the street for disposal and all containers returned promptly to the screening area. No unsanitary conditions shall be permitted nor shall any owner be permitted to store any tree limbs, clippings, etc. anywhere on a Parcel more than five (5) days without being removed completely by public or private disposal sources.

Section 7.14 Antenna. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed shall be no larger than thirty-nine inches (39") and shall be installed not higher than ten feet (10") and only in a required side or rear yard area and so long as properly screened to the greatest degree possible, all subject to the review and approval of the ARB.

Section 7.15 Sports Equipment. No basketball pole/backboard/goal shall be affixed to or installed upon a Dwelling nor shall any removable equipment be stored overnight in any portion of a drive or required front yard area. Skateboard or skating ramps/pipes/jumps shall not be permitted to be erected, stored or used on any part of a Parcel.

Section 7.16 Mailboxes. Mailboxes, paper receptacles and the like shall be maintained by Parcel Owners in a neat and attractive condition. The ARB may by rule establish uniform or pre-approved types, styles and sizes of mail receptacles.

Section 7.17 Flags. A portable, removable United States flag or official flag of the State of Florida may be displayed year-round in an attractive and respectful manner consistent with chapter 10 of Title 36 of the United States Code, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, a removable official flag not larger than 4 ½ feet by 6 feet representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard may be displayed. Unless otherwise allowed by other provisions hereof, all other exterior flags, pendants, lights, banners, yard ornaments, displays or signs and the like shall be prohibited to be displayed in the front yard area unless prior approved by the ARB, and except as to such customary types and amounts and for such time period as are associated with traditional and legal holidays. The Preferred Builder is exempt and can use flags.

Section 7.18 Minimum Floor Space and Elevation. Each dwelling located on a Lot must contain at least 1,200 square feet of floor area and must not exceed the height of 35 feet above grade level. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screen enclosures), terraces, or patios. Total ground coverage shall not exceed 45% of the Lot surface. Similar exterior elevations will not be permitted on lots immediately adjacent or across from each other.

Section 7.19 Exterior Color & Materials. The colors and materials of all exterior surfaces will be subject to approval of the Architectural Review Board. The ARB may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.

**ARTICLE 8**  
**DECLARATIONS OF EASEMENTS & RIGHTS**

Subject to limitations provided for elsewhere herein, the Developer makes and grants or reserves the following declarations of easements deemed covenants running with the land:

Section 8.1 Easement of Enjoyment. Every Owner is granted a non-exclusive right and perpetual easement of enjoyment in and to the Common Area, which easement is appurtenant to and shall pass with title to every Parcel, which easement is subject to all of the other rights and limitations provided for elsewhere herein this Declaration and especially those set forth hereafter.

Section 8.2 Common Area Easements. Every Owner shall have a perpetual, non-exclusive right of ingress and egress, at all times, over and across the Common Areas to use for the purposes and subject to the restrictions set forth herein and including those rules and regulations governing use of the Common Area as may be hereafter provided for by the Association.

Section 8.3 Stormwater System. Developer reserves for itself, during its period of ownership and

operation, and is deemed to thereafter grant to the Association, a blanket easement for ingress, egress and drainage over the whole of the Property (including but not limited to the Common Area) for all portions or parts of the permitted Stormwater System including any parts located on a Parcel (but excluding those portions of a Parcel on which a Dwelling is constructed), and shall have a right of ingress and egress, at all times, over and across the whole of the Property as necessary or convenient to operate and maintain such Stormwater System in perpetuity. No Owner shall take any action to obstruct or otherwise interfere with the easement for Stormwater System hereby granted.

Section 8.4 Utility Easements. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement and right for the benefit of the Property upon, across, over, through and under the Property, for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines, systems, equipment and installations, both public and private, including but not limited to water, sewer, drainage, irrigation, telephone, electricity, cable and communication and other police powers and services supplied by any local, state or federal government having jurisdiction. Once such utilities are installed and established on the Property, no easement shall be thereafter expanded or increased in size or scope without the permission of the Association except as may be expressly required by law, and shall not be expanded or increased in size or scope as to any particular Parcel without the permission of the Parcel Owner except as may be expressly required by law. Owners shall not acquire any right, title or interest in any of the pipes, conduits, mains, lines, cables, boxes or other equipment, systems or facilities placed on, over, or under the utility easement area unless installed by the Owner or specifically conveyed to such Owner. This easement shall in no way affect any other recorded easement or matter set forth on a Plat, and shall not be effective to create any further or additional easement for any utility service granted a measured and described easement by separate, recorded document or the Plat.

Section 8.5 Minor Encroachments. In the event any portion of a Dwelling shall encroach upon any of the Common Area due to settling or other non-intentional and non-negligent act of any Owner or the Developer, a valid easement shall exist to the extent of such encroachment.

Section 8.6 Easements & Rights of Association. The Association shall have a perpetual and non-exclusive easement for ingress and egress, at all times, through, over and across the whole of the Property including the Common Area, and including the Parcels to the degree necessary or convenient, in order to fulfill all of its duties and obligations imposed by or under the Plat, this Declaration and the Governing Documents. All of the easements and rights of Owners shall be subject to those of the Association and of its right to adopt reasonable rules and regulations governing use of the Common Areas.

Section 8.7 Easement Rights and Reservations of Developer. The Developer reserves for itself, without need of approval by any other person or entity including the Association: (a) a perpetual and non-exclusive easement for ingress, egress and access over and to such of the Property as the Developer may find useful and convenient to its purposes or those of its assigns, including easements for utilities and service providers; (b) the right to grant other and further non-exclusive easements to third parties over the whole of the Property for so long as Developer owns any Parcel; and, (c) the right to plat or replat all or any part of the Property owned by Developer including redesignation of any Parcel as right-of-way or access to additional right-of-way or to connect to additional lands owned by Developer; and, (d) with the vote or consent of the Board, to annex additional property to this Declaration.

Section 8.8 Rights of Reverter. To the extent the Developer possesses any right of reverter or has any other type of reversionary interest in and to any land dedicated to the City for right-of-way that is later abandoned by the City, the Developer releases, grants and conveys such reversionary rights to each Owner to the extent same may abut any Parcel and to the Association to the extent same may abut any Common Area, as their respective interests may lie.

Section 8.9 Recorded Easements. All of the foregoing provisions of this Article 8 and the rights of the Developer, the Association and the Owners, shall be subject to and exercised only in accordance with the following easements and other limitations filed of record:

8.9.1 Plat. All those dedications, easements and restrictions imposed on the Property by virtue of the Plat of Taylorfield Subdivision recorded at Plat Book 71, Page 1 of the current, official records of Duval County, Florida.

## ARTICLE 9 RIGHTS OF MORTGAGEES

Section 9.1 Rights of Mortgagees. A "Mortgagee", being defined as any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, saving and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration and its successors and assigns, the Federal Housing Administration and its successors and assigns, or any lender generally recognized as an institutional type lender, upon written request to the Association identifying the name and address of such Mortgagee, shall be entitled to timely written notice of:

9.1.1 Loss. Any condemnation loss or casualty loss which affects a material portion of the Property, a Parcel or any Dwelling, on which there is a first mortgage held, insured or guaranteed by such Mortgagee;

9.1.2 Delinquency. Any delinquency in the payment of the Assessments owed by an Owner of a Parcel subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains due but unpaid for a period of sixty (60) days;

9.1.3 Lapse. Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association; and/or,

9.1.4 Other. Any proposed action which would require the consent of a specified percentage of the mortgage holders.

Section 9.2 General Lien Provisions. All Association Assessments and liens, and the liens of any Owner against another Owner, are subordinate to the lien of any first mortgage. Further, as set forth also at *Article Four* hereof, no fine levied by the Fine Committee shall become a lien against a Parcel, except that to the extent such fine is not paid such fine may become a lien by and through a valid Special Assessment adopted and imposed by the Board of the Association for such limited purpose.

Section 9.3 V.A./F.H.A. Provisions. While Developer holds any Class B Membership, at no time following the insurance of any parcel by the Veterans Administration and its successors and assigns, or the Federal Housing Administration and its successors and assigns, shall Developer, take any action to: (a) replat any portion of the Property; (b) to annex additional property to this Declaration; (c) to amend this Declaration materially; or, (d) to assign any right, title or interest to the Common Area to anyone but the Association, without the permission of either or both such entities, as the case may be.

## ARTICLE 10 GENERAL PROVISIONS

Section 10.1 Conflict. In the event of a conflict or inconsistency between the terms of this Declaration and those of the Article and/or Bylaws regarding the same subject matter, this Declaration's terms shall govern over both.

Section 10.2 Severability. Every provision of this Declaration is intended to be severable. If any term of provision is finally adjudged illegal or invalid by a court for any reason whatsoever, such illegality or

invalidity shall not affect the validity or legality of the remainder which shall continue in full force and effect to the extent legally possible.

Section 10.3 Time is Of the Essence. Time is of the essence and material to each and every covenant to which a period of time is subscribed for the doing of an act or for a violation or failure to perform an action.

Section 10.4 Joint and Several Liability. Liability for all Assessments, liens and fines shall be joint and several among multiple Owners of a Parcel.

Section 10.5 No Waiver Intended. No failure of the Association or of any Owner to enforce any provision of this Declaration shall be construed to constitute a continuing waiver as to future enforcement of the same provision, or to constitute a waiver of any other provision then or in the future.

Section 10.6 Notices. Where this Declaration requires written notices be given, such notice shall be given by personal delivery to any resident Owner and otherwise by certified mail return receipt requested, first class U.S. regular mail or express courier with receipt of delivery, as may be appropriate or required by law in a given case, to:

10.6.1 Owner Address. An Owner may be notified at the current mailing address associated with such Parcel's ownership according to the records of the Duval County Property Appraiser's office or its successor; and,

10.6.2 Association Address. The Association may be notified at its current registered address listed with the Florida Secretary of State's Division of Corporations or a successor agency.

Section 10.7 Mandatory Mediation & Arbitration. Notwithstanding anything to the contrary, an Owner shall be required to follow all mandatory provisions of Florida law related to mediation and binding arbitration of homeowner's disputes as set forth at section 720.303(10) and section 720.311, Florida Statutes, prior to the commencement of any litigation against another Owner or the Association Board.

Section 10.8 Attorney Fees. Should any Owner fail to pay an Assessment or fine levied hereunder, the Association shall be entitled to an award of all of its costs and expenses including an award of reasonable attorney fees related to collection of the debt, regardless of whether litigation is commenced to collect the debt.

Section 10.9 Effective Date. This Declaration shall be effective immediately upon recording in the official records of Duval County, Florida.

Section 10.10 Duration & Automatic Extension. This Declaration shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this instrument is recorded, after which time such Declaration shall be deemed automatically extended for successive periods of ten (10) years unless an instrument unanimously executed by not less than seventy-five percent (75%) of all Parcel Owners has been recorded and properly indexed in the official records of Duval County, agreeing to amend, alter or repeal the covenants, conditions, party wall agreement and restrictions in whole or in part.

Section 10.11 Amendment. So long as the Developer owns at least 10% of all Parcels, this Declaration may be amended by the Developer in its sole discretion and may not be amended without its approval in accordance with all other provisions hereof. Thereafter, this Declaration may be amended only by the vote or written consent of not less than seventy-five percent (75%) of all of the Owners upon not less than fourteen (14) days notice to the Owners, and if adopted to be effected in same manner as set forth at *Section 10.11* above. Notwithstanding anything to the contrary, any amendment which would alter or have the effect of altering the Stormwater System or the duty of the Association to operate and maintain same in good, working order, must be prior approved by the District prior to becoming effective otherwise to be null, void and of no legal effect.

ADOPTED AND DECLARED by the Developer this 4 day of April, 2018.

DEVELOPER:

[Signature] - MANAGING MEMBER  
Stephen M. Starke, Managing Member, Developer  
Udell Development, LLC

[Signature]  
Witness 1 Signature  
Susan Fuller  
Witness 1 Printed Name  
Wendy Rodgers  
Witness 2 Signature  
WENDY RODGERS  
Witness 2 Printed Name

STATE OF FLORIDA  
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me this 04 day of April, 2018, by Stephen M. Starke, as Managing Member of the above-described entity, witnessed as set forth above and being identified as follows:

Personally Known: \_\_\_\_\_  
Produced I.D. X  
Type of I.D. FL DR LIC

[Signature]  
Notary Signature  
Lois D Schreur  
Notary Printed Name

My Commission Expires: **LOIS D. SCHREUR**  
**Notary Public, State of Florida**  
**My Comm. Expires Sept. 10, 2018**  
**Commission No. FF 143149**

AGREED AND DECLARED by the Association this 4 day of April, 2018.

ASSOCIATION:

[Signature] - PRESIDENT  
Stephen M. Starke, President, Association  
Taylorfield Subdivision Owners Association, Inc.

[Signature]  
Witness 1 Signature  
Susan Fuller  
Witness 1 Printed Name  
Wendy Rodgers  
Witness 2 Signature  
WENDY RODGERS  
Witness 2 Printed Name

STATE OF FLORIDA  
COUNTY OF DUVAL

SWORN TO AND SUBSCRIBED before me this 04 day of April, 2018, by Stephen M. Starke, as President of the above-described corporation, witnessed as set forth above and being identified as follows:

Personally Known: \_\_\_\_\_  
Produced I.D. X  
Type of I.D. FL DR LIC

[Signature]  
Notary Signature  
Lois D Schreur  
Notary Printed Name

My Commission Expires: \_\_\_\_\_ [SEAL]  
**LOIS D. SCHREUR**  
**Notary Public, State of Florida**  
**My Comm. Expires Sept. 10, 2018**  
**Commission No. FF 143149**

EXHIBIT 2

<p>Articles of Incorporation</p> <p>for the</p> <p><b>TAYLORFIELD SUBDIVISION OWNERS ASSOCIATION, INC.</b></p> <p>A Florida not-for-profit corporation</p>
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*THE UNDERSIGNED, the incorporators of this Florida not-for-profit corporation, the "Taylorfield Subdivision Owners Association, Inc" (the "Corporation"), hereby adopt and file these Articles of Incorporation for the Corporation, a Homeowners Association as defined and regulated by chapter 720, Florida Statutes, in compliance with same and also chapter 617, Florida Statutes, as follows:*

I. **ARTICLE 1 - NAME.** The name of the Corporation is:

**TAYLORFIELD SUBDIVISION OWNERS ASSOCIATION, INC.**

II. **ARTICLE 2 - CORPORATE ADDRESS.** The principal place of business and mailing address of the Corporation shall be:

**Principal Office:**

6685 Bowie Road  
Jacksonville, FL 32219

**Mailing Address:**

6685 Bowie Road  
Jacksonville, FL 32219

III. **ARTICLE 3 – DURATION & DISSOLUTION.** The duration of this Corporation's existence shall commence upon the filing of these Articles with the Secretary of the State of Florida and shall be perpetual unless dissolved sooner. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with *section 40C-42.027, F.A.C.*, and be approved by the St. Johns River Water Management District prior to such action.

IV. **ARTICLE 4 – DUTIES, PURPOSES & POWERS.** The Corporation's duties, purposes, objects and exercise of powers shall be limited as follows:

A. **Enforcement.** The Corporation is organized for the purpose of and has a duty to enforce the terms and provisions of the Declaration of Covenants, Party Wall Agreement, & Restrictions for the Taylorfield Subdivision project as recorded at OR Bk. \_\_\_\_\_, Pg. \_\_\_\_\_, of the current official records of Duval County, Florida. (the "Declaration"), in accordance therewith, and consistent with these Articles and its Bylaws, as amended.

B. Operation, Maintenance & Repair. The Corporation is organized for the purpose of and has the duty to facilitate and apportion equitably among its members the annual corporate operating expenses and shared expenses for operation, repair and maintenance of the Common Areas including but not limited to the Surface Water and Stormwater Management System in a manner consistent with all St. Johns River Water Management District ("District") rules and regulations and including all general and specific permit criteria and requirements related theretoas under permit no. 98807-2, and including deferred maintenance and reserves, and for sharing and apportioning extraordinary expenses, and for this purpose to levy and impose an Annual or Special Assessment as set forth in the Declaration, and for generally facilitating mutual beneficial use by and among the owners of the Parcels affected by the Declaration, all the foregoing consistent with these Articles and its Bylaws, as amended.

C. Further Purpose. The Corporation is organized for the purpose of taking other and further acts related to the above which benefit or better the general welfare of the surrounding neighbors and the greater Jacksonville community; and,

D. Necessary & Convenient Action. The Corporation shall be and shall have all powers of a "homeowner's association" as set forth in chapter 720, Florida Statutes, and shall have any and all powers and may do everything that an individual might do necessary, proper or convenient for the accomplishment of the three (3) purposes expressed above, except to the extent such powers or means may be limited under the Declaration, these Articles or the Bylaws.

V. **ARTICLE 5 - BOARD OF DIRECTORS.** The Corporation's business and affairs shall be managed by its Board of Directors, and the Corporation shall have not less than three qualified (3) Directors at any time with the exact number determined as specified in the Bylaws. In the event a parcel is owned by other than a natural person, such entity shall appoint a qualified, natural person should it wish to be nominated (and if elected, to serve) as a Director on behalf of such owner.

Where not inconsistent with the expressed provisions of the Declaration or these Articles, the Board shall have all the rights, powers and privileges prescribed by law for Directors of not-for-profit corporations to accomplish its stated purposes.

The time, place and manner of calling meetings, of giving notice of and conducting the meetings, the number of Directors which shall constitute a quorum, the number of votes sufficient to take action, and the selection of the Managing Chair and other officers, shall be undertaken pursuant to its Bylaws consistent with these Articles and with the Declaration.

VI. **ARTICLE 6 - INDEMNIFICATION OF DIRECTORS.** The Corporation shall indemnify and hold harmless all Member Directors, their respective heirs, administrators, successors, and assigns from and against any and all expenses, claims or losses of any description, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit, or proceeding which may be asserted against them, or any of them, by reason of their being or having been Directors or committee thereof, except in relation to matters as to which any such Director, or person shall be adjudged in any action, suit or proceeding to be liable for his/her/its own negligence or misconduct.

VII. **ARTICLE 7 - REGISTERED AGENT, OFFICE & ACCEPTANCE.** The name of the Corporation's initial registered agent and the Florida street address of its registered office for service of process are designated, accepted and certified as follows:

Stephen M. Starke, registered agent for the  
Taylorfield Subdivision Owners Association, Inc.  
6685 Bowie Road

Jacksonville, FL 32219

HAVING BEEN APPOINTED as registered agent and to accept service of process for the Corporation at the place above designated, I am familiar with, and accept, the appointment as registered agent and agree to act in this capacity as provided for in chapter 617, Florida Statutes.

 REGISTERED AGENT  
Stephen M. Starke, Registered Agent

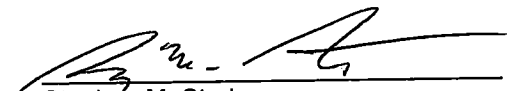
VIII. **ARTICLE 8 - INITIAL DIRECTORS/INCORPORATORS.** The name and address of the initial Directors and incorporators to these Articles are:

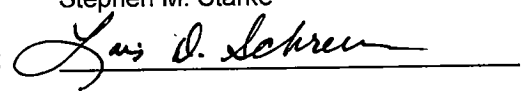
Stephen M. Starke  
6685 Bowie Road  
Jacksonville, Florida 32219

IX. **ARTICLE 9 – AMENDMENT.** The amendment of these Articles shall require the written consent of two-thirds (66 2/3%) of the voting interests within the Property or the approval of persons holding seventy-five percent of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy. Notwithstanding, no amendment shall conflict with any provision of the Declaration nor shall any amendment impair the rights, priorities, remedies or interest of any Mortgagee following turnover by the Developer, without its consent obtained as all as set forth in the Declaration. Likewise, no amendment altering or affecting the rights of the District shall be effective unless approved prior in writing by the District. Any such amendment may but is not required to be recorded.

X. **ARTICLE 10 - FHA/VA PROVISIONS.** So long as any Class B Membership exists, the annexation of additional properties, the mortgaging of any Common Area, any amendment to these Articles, and the merger, consolidation or dissolution of the Association, shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administrations ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or the VA is an insurer of any mortgage encumbering any Parcel within the Property.

IN WITNESS WHEREOF, the undersigned incorporators hereby subscribe their names this 4 day of April, 2018.

By:   
Stephen M. Starke

By: 

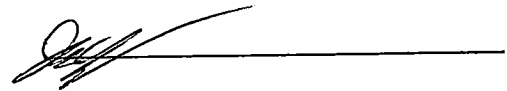
By: 

EXHIBIT 3

Bylaws  
of  
**TAYLORFIELD SUBDIVISION  
OWNERS ASSOCIATION, INC.**  
Adopted and Effective 4/4/18

**ARTICLE I - GENERAL**

Section 1.1 **Name.** The name of the Corporation shall be at all times the TAYLORFIELD SUBDIVISION OWNERS ASSOCIATION, INC. ("Corporation" or "Association").

Section 1.2 **Principal Offices.** The principal office of the Corporation shall be: 6685 Bowie Road, Jacksonville, Florida 32219.

Section 1.3 **Other Offices.** The Corporation may have such other offices, within or without the State of Florida, as the Board of Directors may determine from time to time.

Section 1.4 **Definitions.** Capitalized terms defined in that Declaration recorded beginning at Book \_\_\_ / Page \_\_\_ of the current, official records of Duval, County, Florida (the "Declaration"), shall have the same meanings where so used herein.

Section 1.5 **Construction.** In the event of a conflict or inconsistency between the terms of these Bylaws and the Articles, the Articles shall govern.

**ARTICLE II – MEETINGS OF MEMBERS**

Section 2.1 **Annual Meetings.** The regular meetings of the Members shall be held on a designated day during the month of October of each year, at the hour and at the place specified by the Board pursuant to Notice as set forth hereafter.

Section 2.2 **Special Meetings.** Special meetings of the Members may be called at any time by the President or the Board, or upon written request of the Members who are entitled to vote at least 25% (1/4<sup>th</sup>) of all of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes specified in the notice.

Section 2.3 **Notices of Meetings.** Notice (as "Notice" is defined in the Declaration) of each meeting of the Members shall be given by the Secretary or person authorized to call the meeting not less than

fifteen (15) but not more than ninety (90) days prior to such meeting. Notice may be provided by electronic transmission within the timeline set forth above provided such Member has consented in writing to the receipt of Notice by such means. The Notice shall specify the time, place and house of the meeting and, in the case of a special meeting, the purpose of the meeting. Any Notice may be waived by a Member and attendance at a meeting in person or by proxy shall be a waiver of all right to or objection regarding Notice unless the objection to improper Notice is the only action of the Member at such meeting.

**Section 2.4 Voting.** Members shall be entitled to such votes as set forth in the Declaration. Members owning more than Parcel shall be entitled to split votes or vote cumulatively; provided however, that partial votes shall not be allowed and each vote shall be cast wholly for or against a matter.

**Section 2.5 Vote Necessary for Approval.** Matters on which the Members are entitled to vote shall be deemed approved by a simple majority of votes represented at a noticed meeting at which a quorum is present in person or by proxy, unless some greater requirement is specified for a certain action in the Declaration, the Articles or these Bylaws.

**Section 2.6 Quorum.** The presence at the meeting of Members or proxies entitled to vote not less than one-third (1/3<sup>rd</sup>) or 33.333% of all votes outstanding shall constitute a quorum for any action, except as may otherwise specified in the Declaration, the Articles or these Bylaws.

**Section 2.7 Proxies.** At all meetings, Members may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the time, day and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjointed meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it and need not be notarized.

**Section 2.8 Action by Consent.** Any vote of the Members may be dispensed with if the applicable percentage of Members who would have been required to vote upon the action consent in writing to such action being taken. Any such consent shall be distributed as may be required by these Bylaws and placed in the Minute Book.

**Section 2.9 Order of Business.** The order of business at the annual meeting shall be as follows:

- (a) Call to Order;
- (b) Calling of the roll and certifying proxies;
- (c) Proof of Notice or meeting or waiver;
- (d) Reading and disposal of unapproved minutes;
- (e) Nomination and election of Board of Directors;
- (f) Reports;
- (g) Unfinished business; and,
- (h) Adjournment.

**Section 2.10 Adjournment.** In order for a meeting or matter taken up therein to be properly adjourned to a different date, time and/or place, must be announced at that meeting before a general adjournment is called; otherwise, a new Notice must be given in compliance with the provisions of section 2.3 hereof.

### ARTICLE III - BOARD OF DIRECTORS

**Section 3.1 Number and Term of Directors.** The business, property and affairs of this Corporation shall be managed by its Board of Directors. There shall be three (3) Directors with the initial Board being appointed by the Developer. The term of all Directors shall be for one (1) year.

**Section 3.2 Pre-Turnover.** Until the Class B Membership has terminated ("turnover"), the Directors need not be Owners and the Developer shall be entitled to appoint at least one (1) Director notwithstanding any other number the Developer may be entitled to elect pursuant to Class B Membership. Further, the initial Directors and those appointed by the Developer shall serve at its pleasure and may be replace or reappointed at its pleasure at any time. Following turnover, all Directors thereafter shall be elected or appointed in accordance with the Declaration, the Articles and these Bylaws.

**Section 3.3 Nomination.** Directors shall be nominated by the Owners from the floor by Members at the annual meeting; provided that, in the event fewer than three (3) Directors are nominated, the nominated and elected Director or Directors may appoint such other Directors as needed to fill the vacancy and serve out the full term, and such un-nominated Directors need not be Owners.

**Section 3.4 Election.** An election of Directors shall take place at the annual meeting and shall be done by secret ballot at the meeting or by ballots cast prior to the meeting with the Secretary and Vice-President authorized to count the ballots and announce the results.

**Section 3.5 Resignation and Removal.** A Director may resign at any time by delivery of a written notice to the Secretary which resignation shall be effective on the date received unless a later date is specified. The unexcused absence of a Director from three (3) consecutive meetings shall be deemed a resignation and otherwise approved by the remaining Board members. Any Director elected by the Class A members may be removed with or without cause by a majority of the Members voting at a meeting at which a quorum is present, in person or in proxy. No Director appointed by a Class B Member may be removed except by the Class B Member.

**Section 3.6 Action by Consent.** To the extent permitted by law, the Declaration and the Articles, any action may be taken by the Board without a meeting provided such action is approved in writing unanimously by the Board and made a part of the Minutes Book.

**Section 3.7 Vacancies.** If there is a vacancy on the Board of a Director originally elected by the Class A Members due to resignation, the remaining Board members may appoint an Owner who is not the Developer to fill the unexpired term. In the event of removal of a Director, a special meeting shall be called for the purpose of filling the vacancy and elected in accordance therewith. If there is a failure to fill vacancies on the Board sufficient to constitute a quorum, any Member may petition the Circuit Court of Duval County, Florida, for the appointment of a receiver to manage the affairs of the Association as provided by law.

**Section 3.8 Compensation.** No compensation shall be paid to any Board member for service as a Director provided the Board may vote to reimburse normal and customary expenses properly incurred by a Board member in carrying out its duties.

#### ARTICLE IV - BOARD MEETINGS

**Section 4.1 Organizational Meeting.** The Board shall meet for an organizational meeting in compliance with law and shall meet thereafter as set forth in the following provisions of this Article IV.

**Section 4.2 Annual Meeting.** At the time specified in the Declaration, the Board shall meet not less than annually for the purpose of electing officers and for consideration of the annual budget and the levy and imposition of the annual assessment to defray the cost of such budget. At least fifteen (15) days Notice shall be provided to all Members of such annual Board meeting and the Notice shall specifically state that the Annual Assessment will be considered and the nature, purpose and anticipated amount of such Annual Assessments. Any Member may speak for not less than three (3) minutes on any agenda item at such annual meeting provided the Board may extend such time as it deems proper in its sole discretion.

**Section 4.3 Regular and Special Meetings.** In addition to the annual meeting, the Board may meet upon such regular time, date and location as it may schedule by resolution in its reasonable

discretion provided not less than forty-eight hours Notice shall be given by posting conspicuous notice at a common location on the Common Area set aside for that purpose, or by not less than seven (7) days notice by any other means of notification. Members may waive notice of regular meetings by signed consents which shall remain valid waivers until withdrawn by such Member or a successive Owner/Member. The Notice of any meeting at which a Special Assessment is to be considered shall specifically such and the nature, purpose and anticipated amount of such Special Assessments, and such Special Assessment Notice shall be provided not less than fifteen (15) days prior thereto.

**Section 4.4 Quorum.** A majority of the entire composed Board shall constitute a quorum for all purposes. A meeting where a quorum is present shall constitute an official meeting and all acts taken by the majority of the Board shall be considered acts of the Board of Directors. A Director who is present at a meeting at which a quorum is present is deemed to have assented to all actions taken properly thereat, unless prior objecting to the meeting, the particular action item or voting to the contrary.

**Section 4.5 Vote Requirements.** Each Board member shall be entitled to one (1) vote and the affirmative vote of a majority of the Board members present at a meeting at which a quorum is present shall be sufficient for the taking of any and all action unless otherwise required by the Declaration, the Articles or some other provision of these Bylaws.

#### ARTICLE V – POWERS AND DUTIES OF DIRECTORS

**Section 5.1 Powers of Directors.** The Board shall have all powers and authority of a Board of Directors of a homeowners association as set forth in chapter 720, Florida Statutes, as amended or succeeded, as provided in and as may be limited by the Declaration and its Articles, and shall have none other.

**Section 5.2 Duties of Directors.** The Board of Directors shall manage the affairs of the corporation, determine policies and generally assume responsibility for guidance of the Corporation, and shall carry out those specific duties imposed by the Declaration, the Articles and these Bylaws.

**Section 5.3 Committees.** In carrying out its duties, the Board may appoint such committees as are provided in the Declaration and may appoint such other committees as deemed appropriate in carrying out its purposes; provided however, the Board may not delegate its ultimate duties and responsibilities as set forth in the Declaration, the Articles and these Bylaws except as may be otherwise provided to the contrary therein and herein, otherwise such committees to act as fact-finders or recommending bodies only. Any meeting of any committee appointed by the Board shall be open to the Members.

#### ARTICLE VI - CORPORATE OFFICERS

**Section 6.1 Officers & Election.** The Board shall have as its officers a Managing Chair/President, a Secretary and a Treasurer and may create and authorize such inferior offices as the Board may from time to time determine with all offices subject to the provisions of this Article VI. All offices named herein shall be filled by Directors of the corporation and no one person may simultaneously hold more than one such named office while inferior offices are not subject to such requirements. All offices shall be for a term of one (1) year and officers shall be elected at the annual meeting of the Board of Directors which election may be by secret ballot. Officers may not appoint junior or assistant officers without the Board's prior authorization for the creation of and approval of the appointment to such inferior office. Any dispute concerning the election of officers shall be submitted to mandatory arbitration as required by section 720.306(9), Florida Statutes, in the manner required by section 718.1255, Florida Statutes, as the foregoing may be amended or succeeded.

**Section 6.2 President/Managing Chair.** The President/Managing Chair shall be the chief executive officer of the Corporation, and shall exercise general supervision and control over all activities of the corporation and shall preside as Chair at all meetings of the Board of Directors. The President may sign, with

the Secretary or other officer, any deeds, mortgages, bonds, contracts, or other instruments the execution of which has been authorized by the Board of Directors, except in cases where the signing and execution thereof shall have been expressly delegated by the Board of Directors, these Bylaws, or by law to some other officer or agent of the corporation; and, in general, shall perform all duties incident to the office of President and other such duties as may be prescribed by the Board of Directors.

**Section 6.3 Treasurer.** If so required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may deem appropriate which shall be at the expense of the Corporation. The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the treasurer; and, in general, perform all duties incidental to the office of treasurer and such additional duties as may from time to time be assigned to him by the president or by the Board of Directors. No funds of the Association shall be commingled with those of any Developer or Owner.

**Section 6.4 Secretary.** The secretary shall keep the minutes of meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with these Bylaws or as required by law; be custodian of the Corporation records and the seal of the Corporation; keep a membership book containing the names and addresses of all members and directors of the Corporation and, with respect to any membership that has been terminated, record that fact together with the date of termination; exhibit to any director of the Corporation, or to such director's agent, or to any person or agency authorized by law to inspect them, at all reasonable times and on demand, these Bylaws, the Articles of Incorporation, the membership book, the minutes of any meeting, and the other records of the Corporation in the secretary's possession, custody or control.

**Section 6.5 Vacancies.** If a vacancy occurs in an office of the Corporation, the Board of Directors shall select a new officer at the next meeting of the Board, which officer shall serve until replaced by an elected officer at the next annual meeting of the Board.

**Section 6.6 Removal of Officers.** Any officer may be removed by a vote of the current standing Board of Directors with or without cause at any time, but such removal shall be without prejudice to the officer's membership on the Board of Directors and in the Corporation.

## ARTICLE VII – FINANCIAL MATTERS & RECORDS

**Section 7.1 Fiscal Year.** The fiscal year of the Corporation shall be the calendar year.

**Section 7.2 Annual Report and Budget.** The Chair, with cooperation from the Treasurer and Secretary, shall present an annual report on operations of the Corporation for the preceding year at the Annual Meeting of the Board of Directors of the Corporation, and shall at same meeting prepare and present a prospective budget retroactive to January 1<sup>st</sup> of the calendar year for approval. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the association, the developer, or another person. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

**Section 7.3 Minutes.** All minutes or records of consent to action must be filed of record with the Secretary and shall clearly indicate the identity of all the votes or consents on a matter. All minutes and records must generally be maintained for a period of seven (7) years with the exception that competitive bidding documentation may be discarded after the expiration of one (1) year.

**Section 7.4 Board Records – Generally.** In addition to the Minutes Book, the Board shall maintain the following records:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace;
- (b) A copy of the Bylaws and of each amendment to the bylaws;
- (c) A copy of the Articles and of each amendment thereto;
- (d) A copy of the Declaration and a copy of each amendment thereto;
- (e) A copy of the current rules and regulations;
- (f) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
- (g) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (h) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (i) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
  1. Accurate, itemized, and detailed records of all receipts and expenditures.
  2. A current account and a periodic statement of the account for each Member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
  3. All tax returns, financial statements, and financial reports of the Association.
  4. Any other records that identify, measure, record, or communicate financial information.
- (j) A copy of the disclosure summary described in section 720.401, Florida Statutes.
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

**Section 7.5 Fiscal Reports.** So long as there are less than fifty (50) Parcels governed by the Declaration, the Board shall a report of cash receipts and expenditures in lieu of other financial statements unless a sufficient number of Members elect to require otherwise as provided by law, or as these Bylaws may be amended properly to require greater reporting by the Board or the Members. A report of cash receipts and disbursement must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes; costs for recreation facilities; expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association.

## **ARTICLE VIII – INDEMNIFICATION AND LIABILITY**

**Section 8.1 Indemnification.** Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person), who (a) is or was a Director of the Corporation, (b) is or was an officer, agent or employee of the Corporation and as to whom the Corporation has agreed to grant such indemnity hereunder, or (3) is or was serving at the request of the corporation as its representative in the position of a Director, officer, trustee, partner, agent or employee of another corporation, partnership, joint venture, trust or other enterprise, and as to whom the corporation has agreed to grant such indemnity hereunder, shall be indemnified by the Corporation as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that permits the Corporation to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorneys' fees, asserted against such person in his, its or her capacity as such director, officer, trustee, partner, agent, employee or representative, or arising out of his, its or her status as such director, officer, trustee, partner, agent, employee or representative; provided, however, that except as a court of competent jurisdiction may determine and order upon application or otherwise, no person shall be entitled to indemnification unless a majority of the Board members remaining (i.e. with the person seeking indemnification abstaining, as applicable) finds and determines such person to be indemnified: 1) acted in good faith; 2) acted in a manner believed to be in, or not opposed to, the best interests of the corporation; 3) in a criminal proceeding, had no reasonable cause to believe the conduct in question was unlawful; and, 4) did not derive any improper personal benefit from the conduct or transaction at issue. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Corporation may maintain insurance, at its expense, to protect itself and any such person against any such fine, liability, cost or expense, including attorneys' fees, whether or not the Corporation would have the legal power to directly indemnify him, it or her against such liability.

**Section 8.2 Conflicts of Interest, Improper Personal Benefits.** Notwithstanding anything herein to the contrary, no improper personal benefit is derived, nor lack of good faith exhibited, nor is a conflict of interest created, by reason of a Director or officer receiving compensation, reimbursement or other contractual or transactional benefit from or on account of the Corporation and/or on account of such Directors' or officers' affiliation with the corporation provided that: 1) the contract or transaction at issue serves a paramount Corporate purpose or interest; 2) the fact of such relationship or conflict is made a part of the record of the Board prior to its authorization or ratification; 3) the Board authorizes or ratifies the contract or transaction without counting the vote of the interested Director or officer; and, 4) the contract or transaction is fair and reasonable to the Corporation at the time it was authorized.

## **ARTICLE IX - MISCELLANEOUS**

**Section 9.1 Rules of Order.** Robert's Rules of Order shall be the parliamentary authority for all matters and procedures not specifically covered by these bylaws.

**Section 9.2 Amendment of the Bylaws.** So long as there is a Class B Member, these Bylaws may be amended without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be

amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors and amendments need not be recorded to be effective.

**Section 9.3 FHA/VA Approval.** So long as any Class B Membership exists, any amendment to these Bylaws shall require the prior written approval of the Federal Home Administration ("FHA") or the Veterans Administrations ("VA") in accordance with the regulations of the U.S. Department of Housing and Urban Development, if the FHA or the VA is an insurer of any mortgage encumbering any Parcel within the Property.

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted by the Developer and joined by the Association pursuant to the Declaration this 4 day of April, 2018.

  
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Stephen M. Starke, President/Chair

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\_\_\_\_\_, Secretary