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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES**

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MONTEVILLA AT BARTRAM LAKES** is made this 22<sup>nd</sup> day of April, 2014, by **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership, hereafter called “**Declarant**” or “**Developer**”.

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the Owner of property in Duval County, Florida, which is more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof, and which is known as Montevilla at Bartram Lakes (the “**Property**”), upon which shall be developed a residential subdivision;

**WHEREAS**, the Property is subject to the master covenants, conditions, restrictions and easements set forth in that certain Declaration of Covenants and Restrictions for Bartram Park recorded in Official Records Book 9977, Page 155, as amended by First Amendment to Declaration of Covenants and Restrictions for Bartram Park recorded in Official Records Book 10227, Page 901, as supplemented by Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 recorded in Official Records Book 12295, Page 1783, and as supplemented by Second Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 2 recorded in Official Records Book 12295, Page 1824, and as supplemented by Third Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 recorded in Official Records Book 13265, Page 429, and amended by Amendment to the Third Supplementary Declaration of Covenants and Restrictions for Bartram Park Phase 3 recorded in Official Records Book 14362, Page 1470, all of the Public Records of Duval County, Florida (as amended from time to time, the “**Master Declaration**”);

**WHEREAS**, Declarant desires to impose certain additional use restrictions, easements, and other rights and obligations thereon for the purpose of creating a common scheme of development of the Property as a duplex community and for protecting the value and desirability of the Property; and

**WHEREAS**, this Declaration shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**NOW THEREFORE**, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements as follows:

## **ARTICLE I DEFINITIONS**

**Section 1. Definitions.** The following words or letters when used in this Declaration shall have the following meanings:

(a) **“Articles of Incorporation”** shall mean the Articles of Incorporation of the Association which are attached hereto as Exhibit “B” and incorporated herein by reference, together with any amendments thereto.

(b) **“Association”** shall mean Montevilla at Bartram Lakes Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Association is a “Subassociation,” as such term is defined in the Master Declaration.

(c) **“Board”** shall mean the Board of Directors of the Association. Any act that is required or permitted by “the Association” herein shall be undertaken by the Board, unless otherwise stated herein.

(d) **“By-Laws”** shall mean the By-Laws of the Association which are attached hereto as Exhibit “C” and incorporated herein by reference, together with any amendments thereto.

(e) **“CDD”** shall mean Bartram Park Community Development District, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

(f) **“City”** shall mean the City of Jacksonville, Florida.

(g) **“Common Area” or “Common Areas”** shall mean all real property (including the improvements thereto) owned by the Association or the CDD for the common use and enjoyment of the Owners from time to time, and includes those areas dedicated to the City or the County, which the Association or the CDD is required to maintain. The Common Areas shall initially include those areas so designated on the plat of Montevilla Phase 1 as Common Areas or dedicated to the Association. The initial Common Areas are more particularly described in Article II, Section 3 of this Declaration. Common Area does not include any parcels of land dedicated to the City or the County for which the Association and the CDD have no maintenance requirement.

(h) **“County”** shall mean Duval County, Florida.

(i) **“Declarant”** shall mean Standard Pacific of Florida, a Florida general partnership, as the current owner of the Property, and its successors and assigns, and shall include any other entity to whom Standard Pacific of Florida may hereafter assign any rights as “Declarant” hereunder as indicated by a recorded Assignment of Declarant’s Rights.

(j) **“Declaration”** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes, as it may be amended or supplemented from time to time.

(k) **“Lot”** shall mean any parcel of land shown upon any recorded subdivision plat of the Property that is designated or intended for use as a site for construction of residential structures, and does not include the Common Area or any other tract of land that is not a residential parcel.

(l) **“Master Association”** shall mean Bartram Park Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(m) **“Master Declaration”** shall have the meaning ascribed thereto in the Recitals of this Declaration.

(n) **“Member(s)”** shall mean those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the By-Laws. References herein to “members” shall mean “Members” and vice versa. Voting rights of the members are set forth in Article IV hereof. There are initially 86 Lots within the Property, and therefore initially 86 voting interests among the Members. The number of voting interests may increase as additional lands (if any) are added to the Property by the Declarant. It is the intention, but not the obligation, of the Declarant that there will ultimately be a total of 160 Lots within the Property, provided, however, the final number of lots may be more or less.

(o) **“Owner”** shall mean the record owner (including the Declarant), whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(p) **“Plat”** shall initially mean the plat of Montevilla Phase 1, per map or plat thereof, recorded at Plat Book 66, Page 196, Public Records of Duval County, Florida. The term “Plat” shall also include plats of future phases of the Property. Plats of future phases, if any, for lands annexed to this Declaration shall be as referenced in the recorded supplemental declaration annexing such future phase to this Declaration.

(q) **“Property”** shall mean that certain real property described in Exhibit “A” hereof, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by the recording of supplements to the Declaration.

(r) **“SJRWMD”** shall mean St. Johns River Water Management District.

(s) **“Surface Water Management System” or “Stormwater Management System”** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, 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.

**Section 2. Statutory References.** References to Florida Statutes herein mean such statutes in effect from time to time. It is the intent that any amendments to the Florida Statutes that apply to this Declaration shall operate prospectively only. However, if such statutory amendments specifically state that they are to operate retroactively, they will operate in accordance with the adopted legislation.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Easements of Enjoyment.** Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following conditions: If ingress and egress to any Lot is through any of the Common Area, the Lot has a non-exclusive easement over the Common Area for ingress and egress to such Lot, and any conveyance or encumbrances of that portion of the Common Area shall be subject to such ingress and egress easement. Each Owner's right to enjoyment of the Common Area is subject to the following:

(a) Fees. The rights of the Association and the CDD to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. Pursuant to applicable Florida Statutes as amended from time to time, the Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of two-thirds (2/3) of the members present and voting in person or by proxy at a meeting duly convened for such purpose. So long as there is a Class B Membership (as hereafter defined), if any mortgage encumbering any Lot is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then any such dedication or transfer must be approved by both agencies; provided however, such approval shall specifically not be required where the dedication or transfer is made to correct errors or omissions, or is required to comply with the requirements of any institutional lender, or is required by any governmental authority.

(d) Rules and Regulations. The rights of the Association and the CDD to adopt, alter, amend, rescind and enforce rules and regulations governing the use of the Common Area.

(e) Ingress and Egress Easement. Notwithstanding the foregoing conditions imposed on use of the Common Areas, neither the Association nor the CDD shall interfere with, or prohibit the right of, ingress and egress to any Lot that has an ingress and egress easement over the Common Area.

(f) Enforcement Rights. The rights of the Declarant, the ACC (as hereafter defined), the Association, the CDD and any Owner and (with respect to matters involving the Surface Water Management System) SJRWMD, the City and the County, to enforce this Declaration in accordance with applicable law.

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

**Section 3. Operation and Maintenance of the Common Area.**

(a) The Association and the CDD shall at all times maintain, operate, supervise, control and manage the respective Common Areas owned by such party and any income producing activities that may be established or permitted to operate in such Common Areas. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Areas owned by the Association and shall employ the necessary personnel required therefor. The CDD, in its sole discretion, shall determine all activities and programs to be carried on in the Common Areas owned by the CDD and shall employ the necessary personnel required therefor. Provided however, the Association shall have concurrent jurisdiction and enforcement rights with the CDD for the Common Areas owned by the CDD as provided in Article VIII, Section 3 of this Declaration.

(b) The following Common Areas shall be owned and maintained by the Association:

|                |                                             |
|----------------|---------------------------------------------|
| Tract A        | Open Space                                  |
| Tract B        | Open Space                                  |
| Tract C        | Amenity Area                                |
| Tract D        | Stormwater Management Facility / Open Space |
| Tract E        | Open Space / Park                           |
| Tract F        | Open Space                                  |
| Mondovi Lane   | 50' Private Right-of-way                    |
| Rosolini Court | 50' Private Right-of-way                    |
| Venosa Circle  | 50' Private Right-of-way                    |
| Vittoria Drive | Variable Width Private Right-of-way         |

(c) The Association and the CDD reserve the right to contract with each other for the operation and maintenance of certain Common Areas, despite any designation of

ownership or control set forth herein. Initially, it is the intent of the Declarant that no Common Areas shall be owned or maintained by the CDD.

**Section 4. Responsibility of Association for Exterior Maintenance of Lots.** The Association shall provide grounds maintenance, exterior re-painting and, at the times determined by the Board, replacement of all of the roofs on the residential buildings on each Lot. Each Lot is subject to an Annual Assessment (and Special Assessment, if necessary), including reserves, for such maintenance as provided in this Declaration, as the case may be, as follows: (a) the exclusive right of the Association to conduct grounds maintenance, hereafter defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns; trimming and replacement of trees, shrubs and landscaped areas, including any partially enclosed front yards of Lots, walks, fences, walls and hedges (if any); and the maintenance, replacement and repair of any other exterior improvements in the Common Areas installed by Declarant, the CDD or the Association; (b) the exclusive right of the Association to paint and repaint exterior building surfaces (excluding screened enclosures and any areas that are within an enclosed patio) at the times determined by the Board; (c) the exclusive right of the Association to replace all roofs on all residential buildings; (d) the repair, replacement, and maintenance of the utility easements located under each Lot; and (e) the right to repair, replace and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement. The Association's duty of exterior maintenance does not include: glass surfaces, driveways, replacement of exterior doors, gutters or any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant or the Association along the boundary between any Lot and the Common Area, if any. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

**Section 5. Utility Service.** Public utilities serving the Property and Lots, have been, or will be, installed underground in the Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any public utility serving the subdivision shall have a permanent non-exclusive easement and the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, and such other utility and/or communications made available in the future by advances in technology and approved by the Association. The foregoing described utilities easements shall exist only over the amount of land reasonably necessary for the utilities providers to have access to, and for servicing of, their respective utilities installations.

**Section 6. Public Easements.** Fire, police, health, sanitation, cable, communications, U.S. Postal Service, drainage and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Common Area.

**Section 7. Lot Utility Easements.** The Association shall be responsible for the maintenance of all easements situated on the Lots for utility purposes. The cost of maintaining such easements shall be part of the Annual Assessment described in Article V hereafter.

**Section 8. Private Drainage Easements.** There are shown on the Plat certain "Private Drainage Easements". Use of these easements is restricted to the Owners of Lots that are encumbered by such easements and to the Association for the purpose of maintenance of the areas contained therein. No permanent improvements shall be installed or maintained in these easements by the Owner of any Lot. The Association is responsible for the maintenance of such Private Drainage Easements and the cost of maintaining such Private Drainage Easements shall be part of the Annual Assessment described in Article V hereafter.

**Section 9. Surface Water or Stormwater Management System Easement.** To the extent that the CDD is responsible for the maintenance, repair or replacement of the Surface Water Management System pursuant to Article IX hereof, the CDD shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the CDD shall have the right to enter upon any portion of any Lot which is part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SJRWMD and/or the City or County permits applicable to the Property. Additionally, the CDD shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales without the prior written approval of SJRWMD, the CDD, the City and the County.

**Section 10. Entry Features.** Any entry features, including but not limited to, walls, fences, signage, lighting, landscaping, irrigation, brick pavers, decorative asphalt, entry monuments, gates, guardhouses or other entry barriers internally within the community, and specifically, but without limitation, including those installed (i) in the "Sign Easements" shown on the Plat, (ii) within the right-of-way as approved by the City or the County, and (iii) within Lots, together with any other improvements with respect to such installations, shall initially be installed at the sole cost and expense of the Declarant or its assigns. However, after initial installation, the Association shall have the sole responsibility to maintain the entry features as described in this Section 10 and control over the use thereof. The cost of maintenance shall be part of the Annual Assessment described in Article V hereafter. To the extent that any of the foregoing described entry features are located within a Lot, the Association is hereby granted a perpetual, non-exclusive easement and right of entry on such Lots for the purpose of operating, maintaining, and replacing such entry features. No permanent improvements shall be installed or maintained in the "Sign Easements" by the Owner of any Lot.

**Section 11. Right of Entry.** The duly authorized representatives or agents of the Association (and the CDD, to the extent necessary in the future) shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of discharging their duties.

**Section 12. Permanence.** The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit and not to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5 of this Article II or on the Plat of any portion of the Property. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 13. No Partition.** There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

**Section 14. Encroachment Easements.** In the event that any improvements on a Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall encroach upon any Lot, then a temporary easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

**Section 15. Operation of Gated Entries.** Declarant may, but is not required to do so, install gates, guardhouses or other barriers to entry to the Property. These facilities are not deemed to provide security to any party. By acceptance of a deed to a Lot within the Property, each Owner agrees that the Declarant, the CDD, the Master Association and the Association have no obligations whatsoever for providing protection to persons on the Property or improvements thereto. Owners further acknowledge and agree that an entrance gate, guardhouse or other barriers to entry to the Property do not guarantee the Owners' personal safety or security of Owners' property. Owners acknowledge that the Declarant, the CDD, the Master Association and the Association have no control over said gates and Owners hereby release the Declarant, the CDD, the Master Association and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and the security of their property, because a gate, guardhouse or other barrier in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarant, the CDD, the Master Association and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or Common Areas. Owners agree that the Declarant, the CDD, the Master Association and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 16. Use of Certain Common Areas.**

- (a) Tracts A, B and F shall be used for open green space and landscaping.

(b) Declarant intends to develop Tract C as the amenity center for the Property. It is the intent, but not the obligation, of Declarant to include the following amenities in such amenity center: a cabana, a swimming pool, and a fire pit.

(c) Tract E shall be used for open green space, landscaping and a park.

### **ARTICLE III RESTRICTIONS ON USE**

**Section 1. Use.** On every two (2) Lots, Developer intends to construct one (1) structure containing two (2) dwelling units with a common wall on the Lot line. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, gazebos, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. All Lots must have a minimum of a two-car garage, unless originally approved by Declarant. Carports are not allowed. All such improvements must be approved in writing by the ACC (defined in Article VI hereafter) prior to commencement of construction.

#### **Section 2. Outbuildings Prohibited.**

(a) No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure.

(b) However, a utility or storage building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard, not visible from the street or adjacent Lot. Cabanas and pool houses are not permitted.

(c) The provisions of Sections 25 and 26 of this Article III shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais per City or County zoning shall contain at least 1,900 square feet of air conditioned space.

**Section 4. Minimum Lot Size.** No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All building plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. No more than one (1) Lot under one (1) ownership may be used for one (1)

dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded Plat.

**Section 5. Setbacks.** The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front Lot line than twenty (20) feet; provided that this setback may be reduced to fifteen (15) feet if the garage is located to the rear of the dwelling unit. No dwelling or other structure shall be erected closer than ten (10) feet to the rear Lot line, or closer than zero (0) feet to any side interior Lot line; provided, however, that a minimum building separation of ten (10) feet shall be maintained between structures. No dwelling or other structure shall be erected closer than ten (10) feet to any side street right-of-way.

**Section 6. Commercial Use/Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Sections 25 and 26 of this Article. Each Owner shall refrain from any act or use of his Lot or the Property, which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to anyone. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken within the Property.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon the Property which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary "manufactured home" type structure to be used by the Declarant or any builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance. Notwithstanding the foregoing, no breed of dog known as a "pit bull" or Rottweiler shall be permitted within the Property. The following shall apply with regard to any animal or pet:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area.

(b) Owners of a cat or dog shall be required to remove immediately all forms of animal waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and pets shall not be allowed to deposit waste in any manner, or in any place, that would change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which is vicious, or creates excessive noise, or emits noxious odors, or creates unsafe or unhealthy living conditions, or creates other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

(d) Any owner of a pet who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Association and said Owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board.

(e) No more than a total of three (3) cats, dogs, or birds in the aggregate may be kept on any Lot.

(f) The weight limit for all pets shall be fifty (50) pounds per pet.

**Section 9. Signs.** No signs of any kind shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than four square feet in size, solely advertising the property for sale; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Section 25 of this Article III are exempt from this Section 9. In particular, but not by way of limitation, political signs, signs advertising anything other than a home for sale and signs intended to impart any type of message other than sale of a home are prohibited.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted, provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. The location of such devices shall be subject to ACC approval, and Owners shall attempt to screen such devices from view, if possible, in order to keep the Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for the installation and maintenance of utilities are reserved as shown on the Plat of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all

improvements in it shall be maintained by the Association, except for those improvements for which a public authority, utility company or the CDD is responsible. The cost of maintaining such easements shall be part of the Annual Assessment described in Article V hereafter.

**Section 12. Trees and Tree Wells.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration. Any trees planted in the right-of-way by the Developer have been planted in compliance with applicable City zoning ordinances and no person may remove any such tree from the right-of-way. Additionally, Developer may be required to construct tree wells and plant trees therein. Maintenance of trees and tree wells on the Lots and within the Common Areas shall be the responsibility of the Association. The cost of maintaining trees and tree wells shall be part of the Annual Assessment described in Article V hereafter.

**Section 13. Fences, Walls, and Hedges.** No fences or walls may be erected, placed or maintained on any Lot unless approved in writing in advance by Declarant or the ACC. All hedges shall be subject to the prior written approval of the ACC with respect to location, height, materials, style and finish, and shall comply with all governmental requirements.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a five (5) foot wide concrete sidewalk shall be installed at the expense of the home builder according to the specifications of the City, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by the City as a home occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except for commercial uses of the Declarant and any home builder, pursuant to Sections 25 and 26 of this Article.

**Section 16. Appearance of Lots.** No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary container to be placed at curbside no earlier than twelve (12) hours of expected removal. Containers shall be removed within twelve (12) hours of pick up and shall be stored inside the garage or kept out of sight from the street. No lumber, brick, stone, cinder block, concrete or other

building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary to complete the construction of the improvement for which same is to be used.

**Section 17. Lot Upkeep and Maintenance.**

(a) Except for the maintenance responsibilities of the Association described in Article II, Section 4 hereof, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation the painting, repairing, replacing and caring for gutters, downspouts, exterior building surfaces, windows, doors, garage doors, lighting fixtures, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. Lots upon which no improvements have been constructed shall be mowed and kept free of trash and debris.

(b) Each Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on said Lot; (ii) repair and replacement of all exterior doors and garage doors; (iii) repair and maintenance of all caulking around exterior doors, windows and vents; (iv) repair, maintenance and cleaning of gutters; (v) inspection and repair of all cracks in stucco and cementitious texture surfaces; (vi) inspection and repair of all cracks or peeling exterior paint within a fully enclosed patio or entry area; (vii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, including the rear patios of an Owner's respective Lot; (viii) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (ix) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner; (x) repair, replacement and maintenance of additional landscaping installed by an Owner within a fully enclosed patio or entry area, including the enclosed rear patio of an Owner's Lot; (xi) maintenance, repair and replacement of all screened enclosures on such Owner's Lot; and (xii) cleaning walks or driveways when such cleaning is necessary as determined by the Association, and the cleaning is necessitated by excessive wear or staining. The Owners shall be responsible for removing any staining of a residence or paved area, which may be caused due to water quality or an irrigation system. The Association may require from time to time that Owners adopt systems to prevent stains (such as automatic de-ionization systems).

(c) The Association shall have the right to enter upon a Lot for the purposes of bringing a Lot into compliance with this Section 17, and this right shall include the right to mow grass, trim landscaping, and remove trash or debris. The cost for the Association to

undertake this work shall be assessed against the Lot as a Specific Assessment pursuant to Article V of this Declaration.

**Section 18. Mailboxes.** If Declarant, as part of its initial development of the Property, has installed uniform mailboxes and supports, such uniformity shall be maintained thereafter by all Owners and no substitute mailboxes or supports shall be permitted, unless approved by the ACC.

**Section 19. Vehicles and Parking.**

(a) Street Parking. Street parking within the Property is restricted as follows:

(i) Street parking is prohibited for all residents within the Property. All residents of homes within the Property must park their vehicles inside their garage or in their driveway.

(ii) Unless otherwise approved in advance by Declarant or the Association, contractors, vendors and guests of residents, the Declarant or the Association may park their vehicles on the street only on a temporary, short-term basis (as hereafter defined) during the hours of 6:00 a.m. to 11:59 p.m.; provided that they may not block any driveways or mailboxes and they must comply with any "No Parking" signs that may be posted.

(iii) Notwithstanding anything to the contrary herein, unless otherwise approved in advance by Declarant or the Association, no vehicles may be parked on a street within the Property during the hours of 12:00 a.m. to 5:59 a.m., except vehicles used by the Association or the Association's vendors to enforce these restrictions.

(iv) These restrictions shall not apply to law enforcement or emergency response vehicles actively responding to an emergency or situation in their professional capacity.

(v) The Board may adopt additional rules and regulations pertaining to parking as the Board deems necessary.

(b) Additional Parking Restrictions. No boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, tandem wheel truck, all terrain vehicle (ATV), bus or limousine shall be permitted to remain on any Lot or street within the subdivision. Commercial vehicles (as hereafter defined) or any truck or vehicle, which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property unless parked inside the garage or except on a temporary, short-term basis (as hereafter defined). There shall be no parking of any vehicle within any portion of the Common Area that is not a right-of-way.

(c) Certain Vehicles. No motorcycle, motor bike, motor scooter, moped, ATV or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or tandem axel or tandem

wheel vehicle, or the like, shall be permitted to be parked or stored on any Lot, street, road or any other part of the Property, unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within the Property except for entering and leaving the Property and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads and except to the extent any such vehicles may be used by the Declarant prior to turnover. Notwithstanding the foregoing, the use of ATV's and similar vehicles are permitted by the Association, the CDD, SJRWMD, the City and the County for maintenance and performance of their respective duties.

(d) Parking on a temporary, short-term basis. **"Parking on a temporary, short-term basis"**, as used in this Section, shall mean parking, on a non-recurring basis and for a single period not exceeding four (4) hours in duration, of commercial vehicles, or recreational vehicles belonging to guests of Owners, residents, Declarant or the Association, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots or Common Area) and commercial and recreational vehicles belonging to or being used by Owners or residents for loading or unloading purposes only.

(e) Commercial Vehicles. **"Commercial vehicle"** shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles must be parked inside the garage, in the driveway or on the proper side of the street and only on a temporary, short-term basis only.

(f) Enforcement. Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any rules and regulations, adopted by the Association from time to time, may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association as a Specific Assessment (as defined hereafter) and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

## **Section 20. Initial Construction, Repair and Rebuilding.**

(a) Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof, except as set forth in Sections 25 and 26 of this Article. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any

Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

(b) No building, structure or improvement, which has been partially or totally destroyed by fire or casualty, shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

**Section 21. Water Softener Systems.** Except for a water softener system installed by the homebuilder during the initial construction of a home, no water softener system may be installed without the prior written approval of the ACC. The Declarant, the ACC and the Association shall not be responsible for any damage caused by any water softener system.

**Section 22. Window Air Conditioners.** Window air conditioning units are not permitted anywhere within the Property.

**Section 23. Street Lighting.** If at any time hereafter, Declarant requests that a separate street lighting district be organized pursuant to City or County ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant: (i) join in any petition to the City Council or the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district. If a lighting district is not formed, street lighting expenses shall be borne by Association and the expense thereof shall be part of the Annual Assessment (as hereafter defined).

**Section 24. Basketball Goals and Playground Equipment.** No basketball goals, hoops or stands, either temporary or permanent, or playground equipment may be installed, located, or used within the Property. All recreational toys, etc. must be stored in the garage when not in use.

**Section 25. Exemption of Declarant.** Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of development of the Property and construction of improvements thereto, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to Declarant and its designated assigns.

(c) Installing or adding to any improvements (including fences, walls or hedges) to the Property determined in the sole discretion of the Declarant, to be in the best interest of the health, safety, or welfare of the Property or the Owners.

**Section 26. Exemption of Declarant and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarant or designated builders shall have the right to:

(a) Use the Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lots in connection with the uses permitted in (a) and (b) above.

Any rights of Declarant or a home builder defined in Sections 25 and 26 hereof shall terminate when the last Lot in the Property (as it may be expanded from time to time) is sold to an Owner for a residence. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or a builder's sales activity relating to the Property, but shall benefit Declarant or a builder in the construction, development and sale of such other property and Lots which Declarant or a builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder of Declarant.

**Section 27. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner. The original door color shall be maintained unless otherwise approved by the ACC. Storm and screen doors shall only be permitted with the prior approval of the ACC.

**Section 28. Front Yards; Lawns.** No Owner shall be permitted to install any additional landscaping anywhere on the Property unless such landscaping is installed within a fully enclosed front or rear patio. The front yard of each residence constructed on a Lot shall remain grass, and

each Owner is required to maintain such grass, and no front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilizes an alternate plant ground cover due to heavy shade on the Lot. Thereafter, the same type of plant ground cover shall be utilized unless otherwise approved by the ACC. Nothing herein shall prohibit an Owner from employing xeriscape, drought resistant types of grass, or "Florida-friendly landscape" as defined in the Florida Statutes.

**Section 29. Swimming Pools and Screen Enclosures.**

(a) Swimming pools (above-ground and in-ground) may not be installed or located on any Lot. Hot tubs may be installed on rear porches if they have received prior approval of the ACC and they are enclosed in a screened enclosure in accordance with Section 29(c) below.

(b) Front porch enclosures are prohibited within the Property.

(c) All rear porch enclosures must be approved by the ACC and shall be (i) no higher than 12 feet unless otherwise approved by the ACC, (ii) constructed with bronze aluminum supports with charcoal screen and (iii) located completely under the roof of the dwelling unit on the Lot. Screening of entryways and garage doors must be approved by the ACC and must be located completely under the roof of the dwelling unit on the Lot.

**Section 30. Outdoor Clotheslines.** No clothesline or similar device shall be erected or installed on any Lot or another part of the Property unless erected or installed in such manner so as not to be visible from the streets within the Property or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other Owners.

**Section 31. Mining, Wells, Underground Installations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane or any other substance (except for small propane tanks for use with gas grills in compliance with this Declaration and all applicable laws).

**Section 32. Garages.** The primary use of all garages in the Property shall be for the storage of motor vehicles, and the secondary use of all garages shall include, but not be limited to, the storage of personal items, such as equipment, tools, holiday decorations, recreational vehicles, etc. No garage shall be converted to living area or used for living area at any time. Any garage of a model home that was converted to an office or other living space by the Declarant shall be converted back to a garage upon sale of the model to a homeowner intending to use the model as a residence. All garage doors facing a street or right-of-way must be closed at all times with the exception of (a) ingress to or egress from the interior of said garage; (b) while performing maintenance on the exterior of the home; or (c) while supervising children while playing in the yard.

**Section 33. Lakes and Waterbodies.** Lakes and water bodies within the Property are designed solely for management of stormwater runoff and surface waters. As such, they are not designed for, nor are they intended to be used for, aquatic activities. Therefore, use of ponds, lakes, and other waterbodies for boating, fishing, swimming or any other aquatic activity is prohibited.

**Section 34. Window Treatments.** In order to promote uniformity in the exterior presentation of residential structures within the Property, curtains, blinds, and other window treatments, when viewed from the exterior of the residence, shall be white or of a style, color and material that shall be the same or compatible with the outside color and style of the residence. No clothing, bedding or other items shall be hung over any window.

**Section 35. Holiday Lights and Other Lighting.** Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a residence and upon the Lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting and decorations shall be removed. Lighting and decorations for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decorations shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**Section 36. Leases.** In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Lease of a Lot is not prohibited, provided that any lease shall comply with the remaining provisions of this Section 36. All leases shall be in writing.

(b) An Owner desiring to enter into a lease of his Lot shall provide a copy of the lease form to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have, at a minimum, the following terms and conditions: (i) the lease term shall not be for less than seven (7) months; (ii) the lease shall be only for the entire Lot and associated garage; (iii) no tenant shall be permitted the use of more than two parking spaces (including the garage); (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association the name, address and telephone number of the tenant and a copy of the signed lease not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the Common Areas or any recreational facilities of the Association until the Owner has complied with this Section 36.

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right

of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) No more than two (2) leases shall be approved within a twelve-month period for any one Lot.

(h) The Association may charge a reasonable fee for the review of any application for lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

(i) The Association shall have the right to collect assessments and other charges of delinquent Owners from such Owners' tenants, as provided by Section 720.3085, Florida Statutes.

**Section 37. County, Other Governmental Entities and Plat.** The restrictions, sizes and setbacks set forth herein are those established by the Declarant for the Property. However, the Property is also subject to all restrictions and regulations of the City, the County, other governmental entities with authority over the Property, and the Plat, including but not limited to applicable zoning regulations. Should there be a conflict with any such restriction or regulation of the City, the County, other governmental entity or the Plat, the stricter provision shall prevail.

**Section 38. Master Association Restrictions.** The covenants contained in the Master Declaration and any additional use restrictions from time to time adopted by the Master Association which are applicable to the Property (collectively, the "**Master Association Restrictions**"), are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Master Association Restrictions, the more restrictive provision, as determined by the Association in its sole discretion, shall control for purposes of this Declaration.

**Section 39. Party Walls and Roofs.**

(a) Each wall built as a part of any residential structure within the Property and placed on the dividing line between Lots and the roofs between Lots for attached units are considered to be a party wall or roof as the case may be. The Association shall be responsible for the maintenance, repair and replacement of all party walls and roofs within the Property. The costs thereof shall be part of the Annual Assessment described in Article V hereafter. To the extent not inconsistent with the provisions of this Section 39, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls and roofs.

(b) The centerline of a party wall is the common boundary of the adjoining Lot. Each adjoining Owner of a party wall, his heirs, successors and assigns shall have the right to use the same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, and erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hold, conduit, break or other displacement of the original concrete or core board forming said party wall.

(c) In the event that any residential structure or other improvement becomes infested with or affected by any type of wood destroying organism (e.g. termites, carpenter ants and other wood eating or boring insects), rot, mildew or other agents that may have the ability to affect the integrity of the structure or the health or safety of the occupants, the Association shall be responsible for the treatment, remediation or repair and re-construction of the structure.

(d) In the event of damage or destruction of the party wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Association shall repair and rebuild said wall. The Association shall have the right to enter upon a Lot for the purposes of making such repairs, and this right shall include the right to remove trash or debris.

(e) Notwithstanding any other provision of this Declaration, an Owner who by his negligence or willful act causes any party wall or roof to be damaged or exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage. If the Owner shall refuse to pay such repair costs, then the Association shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such repair or replacement.

(f) If the Association fails to maintain a party wall in good repair, then the following provisions shall apply:

(i) The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The cost of said maintenance and superficial repairs shall be borne solely by said Owners. Notwithstanding the foregoing or anything in this Declaration to the contrary, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, then any expense incidental thereto shall be borne solely by such Owner.

(ii) In the event of damage or destruction of the party wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within thirty (30) days, unless extended by the Board. In the event it is necessary to repair or rebuild a party wall, the Owners shall agree on the cost of

such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. In the event repairs or reconstruction shall be necessary, all necessary entries onto the adjacent Lot in connection with such repairs or reconstruction shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

(iii) If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore it and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

(g) The right of any Owner to contribution from any other Owner under this Section 39 is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

#### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot.

**Section 2. Voting Rights.** The Association shall have two (2) classes of voting memberships:

(a) **Class A.** Class A Members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) **Class B.** The Class B Member is the Declarant as to the Lots it owns. The Class B membership designation may be assigned to any subsequent lot developer or lot builder, but not to any party intending to reside on the Lot. Each Class B Member shall be entitled to one (1) vote for every Lot owned, plus one (1) vote. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership upon the earliest of the following events (the period of time from the date of this Declaration to the date of such event being referred to herein as the “**Class B Control Period**”):

(1) When ninety percent (90%) of the Lots within the Property (as it may be expanded pursuant to other provisions herein) have been deeded to Owners other than the Declarant;

(2) Upon the Declarant’s abandonment of its responsibility to maintain and complete the amenities or infrastructure to be developed on the Common Areas pursuant to this Declaration;

(3) Upon the filing by Declarant of a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

(4) Upon the Declarant losing title to the Property through a foreclosure action or a deed in lieu of foreclosure, unless the successor owner of the Property has accepted an assignment of Declarant’s rights and responsibilities arising after the date of such assignment;

(5) Upon a receiver for the Declarant being appointed by a circuit court, if such receivership is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that expiration of the Class B Control Period would be detrimental to the Association or the Members; or

(6) When the Declarant elects to convert such membership from Class B to Class A.

## **ARTICLE V**

### **COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS**

**Section 1. Purpose of Association.** The purpose of the Association is to operate the Common Areas, enforce this Declaration, and to undertake the other tasks stated in this Declaration, the By-Laws or the Articles of Incorporation. In addition, the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the Surface

Water Management System shall be as permitted or, if modified, as approved in writing by SJRWMD.

**Section 2. Creation of the Lien and Personal Obligation for Assessments.**

(a) The Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, and the Association may levy against the Owner of each Lot, the following assessments and other amounts (hereafter, collectively referred to as “assessments”):

i. A “**Start-up Assessment**” due and payable to the Association upon the acquisition of a Lot by the first Owner thereof other than Declarant, the revenue from which shall be used for annual operating expenses of the Association (exclusive of reserves). The amount of the Start-up Assessment shall be established by the Declarant from time to time, on behalf of the Association;

ii. “**Annual Assessments**,” which shall include assessments for the maintenance and operation of the Common Area and the exterior maintenance of Lots as required by Article II, Section 4 of this Declaration, to raise funds to be used for maintenance and repair of the surface water or storm water management system, including but not limited to work within the retention areas, drainage structures, and drainage easements, and which may include such reserves as more fully described in Section 2(c) of this Article IV. Annual Assessments may also include such other expenses related to the Association’s operation of the ACC and all other duties of the Association. Annual Assessments shall be collected in periodic payments determined by the Association from time to time, which initially is quarterly;

iii. “**Special Assessments**” for capital improvements as provided in Section 4 of this Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereafter provided;

iv. “**Specific Assessments**” for maintenance obligations of Owners or other expenses incurred by the Association on behalf of an Owner as elsewhere provided for in this Declaration;

v. a “**Resale Assessment**” due and payable to the Association upon all succeeding conveyances of a Lot, due at the closing of the resale, the revenue from which shall be used for operating expenses and funding of reserves (if the Association budget contains reserves). The amount of the Resale Assessment shall be established by the Association from time to time; and

vi. other assessments as provided for elsewhere in this Declaration.

(b) Interest on unpaid assessments, reasonable attorneys' fees, and the costs and expenses of collection of unpaid assessments, are deemed part of, and included within the term "assessments" as used herein.

(c) The Association may collect, as part of the Annual Assessment, monies to fund reserves for deferred expenditures, including, but not limited to monies for capital expenditures and deferred maintenance. The Declarant may choose to establish or not to establish reserve accounts in its initial budget for the Association, within its sole discretion. The Association may choose to establish reserves or waive the funding of reserves in accordance with, and subject to, the provisions of Section 720.303(6), Florida Statutes.

(d) The Annual Assessment, Special Assessment, Specific Assessment, and other assessments, together with interest thereon, late fees and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(e) Annual and Special Assessments shall be at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Association.

(f) The Start-Up Assessments shall be in the amount determined by the Declarant from time to time, and Resale Assessments shall be in an amount as determined by the Association from time to time, and each such assessment shall be uniform within the Property, until changed by the Declarant or the Association, as the case may be.

(g) Specific Assessments shall be in the amounts as elsewhere provided in this Declaration.

**Section 3. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to (a) fund the operations of the Association as elsewhere provided in this Declaration, the By-Laws and the Articles of Incorporation, (b) promote the health, safety and welfare of the residents in the Property, (c) for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, (d) to raise funds to be used for maintenance and repair of the surface water or storm water management system, including but not limited to work within the retention areas, drainage structures, and drainage easements, and (e) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

**Section 4. Special Assessments for Capital Improvements.** In addition to the Annual Assessment the Association may levy, in any assessment year, a Special Assessment, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement. Except as hereafter stated, the Association may not expend funds from a

Special Assessment for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present. If the Special Assessment is for: (i) the replacement or repair of items installed by a Declarant as part of its development of the Property, if any; or (ii) the repair and replacement of any personal property related to the Common Areas, the approval of a simple majority of the Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present shall be sufficient to approve such Special Assessment.

**Section 5. Specific Assessments.** Specific Assessments may be levied against individual Lots to permit the Association to recover the cost and expense of performing maintenance obligations on the Lots, or to recover other expenses that the Association is permitted to recover from individual Lot Owners which are not part of the Annual, Special, Start-up, or Resale Assessments. In connection with maintenance obligations, the Association shall provide two (2) written notices to an Owner regarding a maintenance obligation. In the event an Owner shall fail to perform any lawn and landscaping maintenance, or any exterior repair or replacement as required by Article III, Section 17, by the cure period outlined in the second written notice, the Association may enter upon such Lot and have such work performed, or correct the violation. All costs thereof, including attorneys' fees and other legal costs incurred, shall be specifically assessed against such Lot, regardless of whether or not legal action is initiated against the Owner of said Lot, which assessment shall be secured by a lien as set forth in Article V, Section 2 of this Declaration.

**Section 6. Other Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible and including any attorneys fees incurred to collect same, also may be assessed as a Specific Assessment by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

**Section 7. Date of Commencement of Assessments; Due Dates.**

(a) The Annual Assessments provided for herein shall commence on the date that a Lot is sold by Declarant to a third-party home buyer, as indicated by the date of the deed of conveyance, or such other date as is determined by the Board. The Annual Assessment shall initially be payable in quarterly installments due on the first day of January, April, July and October.

(b) Start-up Assessments and Resale Assessments shall be due and payable at the closing of the Lot sale.

(c) Special Assessments and Specific Assessments shall be due when determined by the Board in the resolutions adopting the assessments.

**Section 8. Duties of the Association Regarding Assessments.** The Association shall fix the amount of assessments against each Lot and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time,

prepare a roster of the property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner, a certificate in writing signed by an officer of the Association or the Association's management company setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates.

**Section 9. Amount of Assessments.** The initial Annual Assessment shall be established by the Association and shall commence with the conveyance of the first Lot to a Class A Member, or on such other date as is determined by the Board, and shall remain in effect until January 1 of the year immediately following the commencement date. Thereafter, the following provisions shall apply:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member the maximum annual assessment may be increased, each year, not more than fifteen percent (15%) above the maximum assessment for the previous year, without a vote of the membership of the Association. Notwithstanding the foregoing, (i) increases due to changes in utility charges for the Common Area, insurance premiums or cable television, and (ii) increases in the first year in which the costs of maintaining the amenity center are included in the Association's budget shall not be included in the foregoing limitation on maximum assessments, but shall be automatically passed on as part of the assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of all Members voting in person or by proxy at a meeting duly called for this purpose, and the quorum for such a meeting shall be at least sixty-six percent (66%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to thirty percent (30%).

(c) The Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount determined to be in the best interest of the Association. The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The amount shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Property in accordance with the recorded Plat or Plats thereof.

(d) Special Assessments, as described herein may be made by the Association only by same vote and quorum requirements as is described in subsection (b) above of this Section 9.

(e) So long as Declarant is a Class B Member, Declarant may be excused from paying assessments on a per Lot basis during such period of time as the Declarant funds any deficit between (i) the assessments due from the Class A Members and other income of the Association and (ii) actual operating expenses of the Association. Declarant hereby obligates itself to fund such deficit until it determines otherwise, in its sole discretion.

THE INITIAL ANNUAL ASSESSMENT IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

**Section 10. Effect of Nonpayment Assessment; Remedies of Association.**

(a) If the assessments are not paid within ten (10) days after the date when due (being the dates specified in Sections 6 and 7 hereof), then such assessment shall become delinquent and shall, together with such interest and late fees thereon and the costs of collection thereof, including attorneys' fees, as hereafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The Association may, but is not required to, file a claim of lien against any Lot when the Owner of such Lot is delinquent in payment of assessments.

(b) Any assessment not paid by the date when due, shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law.

(c) The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot and may foreclose the lien against the Lot (after having given the Owner forty-five (45) days prior notice as provided in Section 720.3085, Florida Statutes), or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, a late fee of twenty-five dollars (\$25.00), and the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action. All funds received by the Association shall be applied to an Owner's account in the following order: (1) accrued but unpaid interest, (2) late fees, (3) fines, (4) attorneys fees and related costs, and (5) delinquent assessments. In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.

(d) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

(e) In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid.

**Section 11. Priority of Lien and Subordination of the Lien to Mortgages and Tax Liens.** The lien of the assessments provided for herein shall relate back to, and become effective as of, the date that this Declaration was recorded in the public records. Notwithstanding the foregoing priority, the lien of the assessments provided for herein shall be subordinate to any ad valorem tax lien and to the lien of any first mortgage encumbering any Lot. Subsequent owners of Lot, regardless of how title was acquired (including by foreclosure or deed in lieu thereof), shall be jointly and severally liable for all unpaid assessments which became due prior to acquisition of the Lot, pursuant to Section 720.3085(2)(b), Florida Statutes.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section 10 shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

**Section 12. Homesteads.** By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

**Section 13. Trust Funds.** The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

**Section 14. Special Taxing Districts.** In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special

Taxing District had never been created. As used herein, the term “Special Taxing District” shall not include the CDD.

**Section 15. Fines.** The Association has the right to levy fines and impose other sanctions for violation of this Declaration and other published guidelines and standards published by the Association as more fully described in Section 720.305, Florida Statutes, as amended from time to time. Fines may become liens against a Lot in accordance with such Section.

**Section 16. CDD Assessments.** Owners shall be subject to separate bond debt service assessments and operating and maintenance assessments, as well as any other special assessments, taxes or other fees or charges levied and/or imposed by the CDD pursuant to law. Such sums are not included in the Association’s Assessments. The costs and expenses of the CDD’s maintenance of the CDD-owned Common Areas and the Stormwater Management System, among other things, are included in such assessments.

**Section 17. Master Association Assessments.** Each Lot is subject to such assessments as may be levied by the Master Association (the “**Master Association Assessments**”). Such Master Association Assessments are in addition to, and not in lieu of, assessments of the Association. The Association shall have the right, power and authority to collect the Master Association Assessments from the Owners and remit them to the Master Association.

## **ARTICLE VI ARCHITECTURAL CONTROL**

**Section 1. Architectural Control Committee.** In order to assure that the residences and other buildings, structures, and improvements in the Property will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the “**ACC**”). The Property shall be subject to the architectural control provisions of this Declaration and the architectural control provisions of Article V of the Master Declaration. Initially, the Declarant shall appoint the members of the ACC. At such time as the Declarant (or any successor to Declarant) no longer owns any Lots within the Property for sale to residential customers, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Board. The ACC shall be contacted through the Association’s property manager, or if there is no property manager, through the President of the Association

### **Section 2. Purpose and Powers of the ACC.**

(a) The ACC shall have the power to regulate all of the construction and architectural matters described in this Article VI. The power to regulate shall include the power to prohibit those buildings, structures, improvements or landscaping plan (including

additions, changes, and modifications thereto) deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

(b) No building, structure, improvement (including screened enclosures) or landscaping plan, shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure, improvement or landscaping plan and a detailed site plan showing its proposed location, and the ACC shall have approved such plans and specifications and detailed site plan, in writing. This approval procedure shall also apply to the installation of any object within a front, side or rear yard, and shall include, but not be limited to, fountains, pottery, landscaping, landscape curbing, signage, or other forms of yard art. The approval of said plans, specifications and detailed site plan by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein.

(c) It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures, improvements and landscaping plan to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure, improvement or landscaping plan in accordance with the plans, specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure, improvement, or landscape plan, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

(d) All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration. This Article VI applies to all

Owners, including any home builder other than Declarant and affiliates of Declarant. Declarant and affiliates of Declarant are exempt from the provisions of this Article VI.

**Section 3. Exculpation of ACC.** Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

**Section 4. Submission of Plans and Specifications for Review by ACC.**

(a) An Owner desiring to make any improvement to the Property governed by this Article V I shall submit plans, specifications and detailed site plans for the improvement in sufficient detail as may be required from time to time by the ACC to meet the review criteria of this Article VI. Plans, specifications, and detailed site plans shall be submitted to the ACC in the number reasonably required by the ACC from time to time. The Association may charge a reasonable fee for reviewing plans, specifications and detailed site plans, which may include the cost to have the submitted materials reviewed by an architect or engineer. If requested by the submitting Owner, the ACC shall issue a receipt to any Owner that plans, specifications and detailed site plans have been submitted to the ACC for review.

(b) The ACC may approve, disapprove, or approve with conditions, any submittal made under this Article VI. Approval, disapproval or conditional approval shall be endorsed upon the plans, specifications, and details site plan submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument accompanied by one set of the endorsed submitted documents, shall be returned, to the applicant within thirty (30) calendar days after submission by the Owner. If the ACC does not take action to either approve or disapprove the submission within such thirty (30) day period, the request shall be deemed disapproved. One set of plans, specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

**ARTICLE VII**  
**INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Areas, shall be governed by the following provisions.

(a) Authority to Purchase. The Association shall have the authority to purchase such insurance policies as are required by applicable law or as are desired by the Association, including, without limitation, casualty insurance, public liability insurance, worker's compensation insurance and directors' and officers' liability insurance. Unless such requirement is waived annually as provided in Section 720.3033(5), *Florida Statutes*, the

Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association to cover the maximum funds that will be in the custody of the Association or its management company at any one time. All insurance policies, if any, on Association owned Common Areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall not be required to insure buildings on Lots or Common Areas owned by the CDD or any other party.

(b) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual Assessment. Premiums shall be paid by the Association.

(c) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(d) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board may determine.

**Section 2. Reconstruction or Repair after Casualty.** The Association shall determine whether or not any damaged portion of the Common Areas shall be repaired or replaced.

**Section 3. Condemnation.** In the event that any portion of the Common Areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Areas by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

**Section 4. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding Lot value, foundation and excavation costs. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood (if necessary), hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

## **ARTICLE VIII GENERAL PROVISIONS**

**Section 1. Duration.** The covenants and restrictions of this Declaration, and any supplemental declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the ACC, the CDD, the Association, or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of voting members. This and any supplemental declarations may be amended as provided in Section 5 of this Article.

**Section 2. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

### **Section 3. Enforcement.**

(a) These covenants and restrictions may be enforced by the Declarant, the ACC, the CDD, the Association or any Owner and (with respect to obligations herein involving the Surface Water Management System) the SJRWMD, the City and the County. Enforcement shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of any party to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce or interpret this Declaration, the prevailing party shall be entitled to recover the costs of such action, including reasonable attorneys' fees and the costs and expenses of litigation, whether incurred in mediation, arbitration, prior to trial, at trial, in bankruptcy or creditor's rights proceedings and estate proceedings and including appeals from rulings of lower tribunals. If any such action is brought by any Owner against any other Owner, neither the Declarant, the CDD nor the Association shall have any obligation to indemnify or reimburse either party to such action.

(b) In addition to the forgoing enforcement rights, and subject to notice and hearing as may be required by law, the Association and the CDD shall have the right (i) to suspend any Owner's right to use the Common Area and any recreational facilities located thereon for a period not to exceed sixty (60) days for any infraction of this Declaration, the Association's rules and regulations or the CDD's rules and regulations or in the event any Owner shall be more than ninety (90) days delinquent in payment of assessments; and (ii) to fine an Owner, tenant, guest, or invitee of an Owner, not to exceed the maximum amount allowed by law, from time to time. A fine may be levied on the basis of each day of a

continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

(c) SJRWMD, the CDD, the Association, the City and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

(d) The CDD may adopt, modify and rescind its own rules and regulations pertaining to the Common Areas owned by the CDD, if any. The CDD and the Association shall have concurrent jurisdiction and rights of enforcement over such CDD-owned Common Areas. Should there be a conflict between this Declaration, the Association's rules and regulations and/or the CDD's rules and regulations, then the most restrictive provisions shall control.

**Section 4. Severability.** Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 5. Amendment.**

(a) Until such time as Declarant has transferred control of the Association to the other Owners, as provided for in Section 720.307, Florida Statutes, Declarant has the right to amend this Declaration without the consent or approval of any Owner or other party, except as limited hereafter and subject to the provisions of Section 720.3075(5), Florida Statutes. No amendment shall be made under this subsection 5(a) that has a materially adverse affect on any Lot, unless the Owner of the affected Lot has agreed to the amendment.

(b) At any time, this Declaration may be amended by an instrument signed by the Association with the approval of at least two-thirds (2/3) of the voting members. No such amendment shall adversely affect the rights and duties of the Declarant without the Declarant's prior written consent thereto.

(c) Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of SJRWMD.

(d) All amendments to this Declaration shall be in writing, and shall be recorded in the public records of Duval County, Florida. An amendment shall become effective upon the date of recording.

**Section 6. FNMA/FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or

Veterans Administration (VA), if any such agency has insured or guaranteed any mortgage loan on a Lot in the Property and if such approval is deemed necessary by the Declarant:

- (a) Mortgaging of Common Area;
- (b) Dedication and conveyance of Common Area to any party other than the Association;
- (c) Annexation of additional property other than the property described in Exhibit A hereof;
- (d) Amendment of this Declaration of Covenants Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of the Association.

Notwithstanding the foregoing, FHA and VA approval shall specifically not be required where any such action is taken to correct errors or omissions, or is required to comply with the requirements of any institutional lender, or is required by any governmental authority.

This Declaration may be submitted to the FHA, and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FHA, or the VA pursuant to this provision.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action, which would require the consent of a specified percentage of mortgage holders.

**Section 8. Association Information.**

(a) The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member within ten (10) business days after receipt by the Association of a written request. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost, or, at the option of the Association as determined by the Board of Directors in its sole discretion, available via the Internet or available for viewing on a computer screen, and printing upon request. The Association shall also allow Members and their authorized representatives to use a portable device to make an electronic copy of the official records of the Association in lieu of providing a copy of such records. The Association shall have the right to require reasonable proof that any person requesting access to the records of the Association is either a Member or an authorized representative of a Member. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$0.25 per page. If the copies requested exceed twenty-five (25) pages, an outside duplicating service may be used and actual costs, as supported by the vendor invoice, may be charged. In addition, the Association may charge fees to cover the costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and the personnel costs do not exceed \$20 per hour; provided, however, that personnel costs may not be charged for records requests that result in the copying of twenty-five (25) or fewer pages.

(b) Upon request, the Association shall provide, or cause its management company to provide, PUD questionnaires and estoppel letters as may be required by any lender or title company. The Declarant, the Association and/or the management company may charge reasonable fees to provide such information.

**Section 9. Effective Date.** This Declaration shall become effective upon its recordation in the Duval County Public Records.

**Section 10. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration and the Articles of Incorporation and/or By-Laws of the Association, this Declaration shall govern.

**Section 11. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**Section 12. Additional Land; Withdrawal of Land.**

(a) So long as the Declarant owns any portion of the Property, Declarant shall have the right, without the consent of any other party, to annex any additional land to this

Declaration and upon annexation, such additional land shall be included in and be subject to the terms, covenants, and conditions of this Declaration. Except as provided in the preceding sentence, no other real property may be annexed to the Declaration under any other circumstances, unless such annexation has the prior approval of at least two-thirds (2/3) of all voting Members. Upon recording of a supplemental declaration with respect to the additional land, the Lot Owners of the annexed real property shall be members of the Association and the Master Association and shall enjoy all the rights and privileges thereto.

(b) Declarant reserves the right, without the approval of any other party, to withdraw land from the provisions of this Declaration. Upon filing of a supplemental declaration removing land, such land shall be withdrawn and no longer subject to the terms, covenants, and conditions of this Declaration, and the owners of the withdrawn property shall no longer be Members of the Association.

**Section 13. Mortgage or Conveyance of Common Area.** The Common Area, or any part of the common area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Class A Members.

**Section 14. Meeting Requirements.** Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty-six percent (66%) of the votes described in Article IV, Section 2, outstanding constitutes a quorum.

**Section 15. Conveyance of Common Area; Transfer of Permits.**

(a) Except for Common Area property to be conveyed to the CDD, if any, Declarant will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept, title in the Common Area owned by Declarant at such time as in its sole discretion it deems appropriate. The Association shall not have the right to decline the conveyance. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of any CDD, governmental entities or private parties as deemed appropriate by Declarant. Upon recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by Declarant.

(b) Declarant may have obtained land development, construction and other permits from applicable governmental agencies and third parties that were necessary to develop and improve the Property. Permits of this nature include, but are not limited to permits for storm water management, water wells, conservation operations, landscaping maintenance and other matters, and may have been issued by SJRWMD, the U.S. Army

Corps of Engineers, the County, the City, and other permitting agencies. In the instance of many of these permits, there are at least two phases, construction, and operation. In most cases, operation of the constructed facilities or improvements was intended to be undertaken by the CDD or the Association. In such cases, Declarant will transfer the permits to the CDD or the Association, as applicable, at the appropriate time and the Association is obligated to accept the transfer and comply with the permits thereafter.

THE ASSOCIATION SHALL ACCEPT THE CONVEYANCE OF SUCH PROPERTY, INCLUDING THE OPERATIONAL PHASE OF ANY PERMITS DESCRIBED IN THIS SECTION. THE CONVEYANCE SHALL BE "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR ANY FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION.

## **ARTICLE IX OPERATION, MAINTENANCE AND MONITORING OF SURFACE WATER MANAGEMENT SYSTEM**

**Section 1. Maintenance of Surface Water or Stormwater Management System.** The Association or the CDD, as the two parties may agree, from time to time, shall maintain, as part of the common elements, drainage structures for the Property and comply with conditions of the permits from the City, the County and SJRWMD for the Surface Water or Stormwater Management System. The Association, or CDD, as the case may be, shall, when requested by Declarant, accept transfer of the City, County and SJRWMD permits (and any other related permits) for the development. The conditions may include monitoring and record keeping schedules, and maintenance. The Association and the CDD shall be responsible for maintenance, repair and replacement of Common Areas owned by each of them and the Surface Water or Stormwater Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the Association and/or the CDD, as the case may be, shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until SJRWMD determines that the mitigation area(s) is successful in accordance with the permits for the Property.

**Section 2. Maintenance of Wetlands.** The Association and the CDD, as applicable, shall maintain, as part of the Common Areas, any areas designated on the Property as mitigation areas for wetlands. Each of them shall comply with all applicable permit conditions for such areas,

including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

**Section 3. Construction Plans.** It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water or Stormwater Management System pursuant to applicable law as approved by the City, the County and SJRWMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer areas, common areas or drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Association, the CDD (if applicable), the City, the County and SJRWMD.

**Section 4. Ponds and Other Water Areas.** Any ponds or other water areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds and water areas are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the Association and CDD to maintain such ponds and water areas.

**Section 5. Enforcement.** The Association, the CDD, the City, the County and SJRWMD shall each have the right, which right may be exercised independently of the other party, to enforce this Article (including the right of a civil action for injunction and/or penalties) against the Association or any Owner to compel it to correct any outstanding problems with the Surface Water or Stormwater Management System.

**Section 6. Dissolution of the CDD.** If the Association or CDD has maintenance responsibilities for the Surface Water or Storm water Management System and the both cease to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water or Stormwater Management System in accordance with the requirements of the permits applicable to the Property, unless and until an alternate entity assumes responsibility therefore in accordance with the City, the County and SJRWMD.

**Section 7. Swale Maintenance.** The Declarant may have constructed drainage swales upon the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lots from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lots. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Association, the CDD, the City, the County and/or SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration to the drainage swales shall be authorized.

**Section 8. Easement for Maintenance of Stormwater Management System.** Declarant hereby reserves to itself and grants to the CDD, the Association, SJRWMD and its and their agents and contractors a non-exclusive easement on all Lots to the extent reasonably necessary to comply with the requirements of the plans and specifications for the Stormwater Management

System. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. Declarant also hereby reserves for and grants to the CDD, the Association, SJRWMD and its and their agents and contractors, an easement for ingress and egress to, over and across each Lot for the purpose of exercising its and their rights and obligations under this Article and this Declaration.

## **ARTICLE X MASTER ASSOCIATION**

**Section 1. Master Declaration.** The Property is subject to the Master Declaration. Members under this Declaration shall be members of the Master Association, and shall be subject to the assessment obligations set forth in the Master Declaration.

**Section 2. Common Areas.** The “Common Areas” under this Declaration shall not be common areas of the Master Association, and members of the Master Association, other than Owners of the Property, shall have no rights or interest in the Common Areas under this Declaration. Use of the Common Areas shall be restricted as provided herein.

## **ARTICLE XI LIABILITY**

NEITHER DECLARANT, THE CDD, THE MASTER ASSOCIATION, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE “**LISTED PARTIES**”) SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, ANY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DECLARANT, THE CDD, THE MASTER ASSOCIATION NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, LICENSEES OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION OF LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, LICENSEES AND INVITEES, RELEASES

DECLARANT, THE CDD, THE MASTER ASSOCIATION AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

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

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

*[signature page follows]*

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

STANDARD PACIFIC OF FLORIDA, a Florida general partnership

By: Standard Pacific of Florida, GP, Inc.,  
a Delaware corporation,  
its managing general partner

By: Darla Hysmith  
Print Name: Darla Hysmith

By: KJ  
Print Name: KRISTINE NORMAN

By: [Signature]  
Print name: MAURICE RUDOLPH  
Its: VP OF LAND OPERATIONS

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of APRIL, 2014, by MAURICE RUDOLPH as VP OF LAND OPS of Standard Pacific of Florida GP, Inc., a Delaware corporation, as managing general partner of Standard Pacific of Florida, a Florida general partnership, on behalf of the corporation and the partnership. He/She is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



KRISTINE NORMAN  
MY COMMISSION # FF 094139  
EXPIRES: February 19, 2018  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Name: KRISTINE NORMAN

Commission No.: FF 094139

Commission Expires: FEBRUARY 19, 2018

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY SUBJECT TO THIS DECLARATION**

All of Montevilla Phase 1, according to the map or plat thereof, recorded in Plat Book 66, Page 196, Public Records of Duval County, Florida.

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION**

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**ARTICLES OF INCORPORATION****OF****MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC.**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I  
NAME**

The name of this corporation is MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC., a Florida corporation not for profit (hereinafter called the "Association" in these Articles).

**ARTICLE II  
OFFICE AND REGISTERED AGENT**

The Association's principal office and mailing address is 6950 Philips Highway, Suite 19, Jacksonville, Florida 32216. The Association's registered agent is Richard A. Schlosser, Esq., who maintains a business office at 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III  
PURPOSE**

(a) The specific purposes for which the Association is formed are to provide for the maintenance, preservation and architectural control of common areas and residential lots within that certain tract of property (hereinafter called the "Property") in Duval County, Florida, and more particularly described as:

All of the Montevilla subdivision, according to the plat or plats thereof, recorded or to be recorded in the Public Records of Duval County, Florida together with all subsequent additions thereto.

(b) This Association does not contemplate pecuniary gain or profit to its Members. Notwithstanding any other provision in these Articles, all activities of the Association shall be carried on and all of the funds of the Association, whether income or principal and whether acquired by assessment from Members, gift, contribution or otherwise, shall be used and applied exclusively for the purposes set forth in sub-Article III(a) above and in the Declaration (hereafter defined) and no part of the principal, income, or net earnings of the Association will in any event inure to the

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personal benefit of any member, officer, director, or trustee of the Association (except that, to the extent permitted by applicable law, and in no other event, reasonable compensation and reimbursement of out-of-pocket costs may be paid for services actually rendered to or for the Association incurred in furtherance of the objects and purposes of the Association).

#### ARTICLE IV POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes (hereinafter called the "Declaration") applicable to the Property and recorded or to be recorded in the Public Records of Duval County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder, and the Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the surface water or storm water management systems located within the Property;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of two-thirds (2/3) of each class of Members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of Members determine;

(g) Mergers. With the approval of two-thirds (2/3) of each class of Members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

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(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. Enforce by legal means the obligations of the Members of this Association and the provisions of the Declaration;

(k) Litigation. Sue or be sued;

(l) Surface Water Management. The Association shall operate, maintain and manage the surface water or storm water management system(s) within or serving the Property in a manner consistent with the St. Johns River Water Management District (the "District") Permit No. 4-031-23600-79 requirements, applicable District Rules, and other District permits if any, and shall assist in the enforcement of the Declaration which relate to the surface water or storm water management system; and

(m) Other. Engage in all lawful acts permitted or authorized by law.

## ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association (a "Member" as used in these Articles), including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one Membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and Membership may not be transferred other than by transfer of title to such Lot. Each Membership is transferred automatically by record conveyance or other lawfully recognized transfer of title of a Lot.

## ARTICLE VI VOTING RIGHTS

There are two (2) classes of Members: Class A and Class B, as described in the Declaration. The voting and other rights of the Members are as set forth in the Declaration.

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TALLAHASSEE FLORIDA**ARTICLE VII  
BOARD OF DIRECTORS**

During the Class B Control Period (as defined in the Declaration) this Association's affairs shall be managed by a Board of Directors initially composed of three (3) Directors appointed by the Declarant (as defined in the Declaration). Directors appointed by the Declarant need not be Association Members. After termination of the Class B Control Period, the Board of Directors shall consist of five (5) Members, which Directors shall be elected by Members of the Association in accordance with the By-laws of the Association. Directors elected by the Members shall be Association Members. Each member may vote for each vacancy on the Board of Directors, but cumulative voting is not permitted. Other provisions for the election of Directors, authority of the Directors, meetings, and quorum requirements are contained in the By-laws of the Association.

The initial Board of Directors consists of the following persons:

Maurice Rudolph: c/o Standard Pacific Homes  
6950 Philips Highway, Suite 19  
Jacksonville, Florida 32216

Harmony Monger: c/o Standard Pacific Homes  
6950 Philips Highway, Suite 19  
Jacksonville, Florida 32216

Kristine Norman: c/o Standard Pacific Homes  
6950 Philips Highway, Suite 19  
Jacksonville, Florida 32216

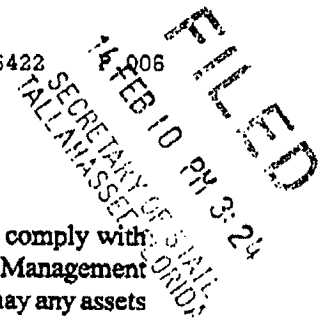
**ARTICLE VIII  
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE IX  
DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of each class of Members. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water

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management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027 F.A.C. and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation. In no event, however, may any assets inure to the benefit of any Member or other private individual.

#### **ARTICLE X BY-LAWS**

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration, the Members may have authority to approve amendments to the By-Laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-Laws.

#### **ARTICLE XI AMENDMENTS**

Subject to the provisions of Article XII hereafter, amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration, the Members may have authority to approve amendments to these Articles by a different percentage than established by law; in those circumstances such provisions shall control the amendment to these Articles.

#### **ARTICLE XII FNMA/FHA/VA APPROVAL**

As long as there is a Class B Membership in the Association, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if any such agency has issued, acquired, insured or guaranteed any mortgage loan on a Lot in the Property and if such prior approval is deemed necessary by the Declarant:

- (a) Amendment of these Articles of Incorporation;
- (b) Merger, consolidation and/or dissolution of the Association;
- (c) Annexation of additional properties to the Association;
- (d) Mortgaging of Common Areas.

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**ARTICLE XIII  
INTERPRETATION**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

**ARTICLE XIV  
INCORPORATOR**

The name and residence of the incorporator is:

Name: Richard A. Schlosser, Esq.

Address: 500 East Kennedy Blvd., Suite 200  
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation on February 10, 2014.

  
Richard A. Schlosser, Incorporator

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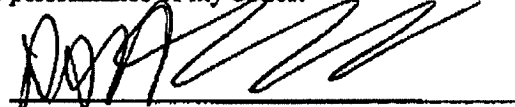
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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Richard A. Schlosser, whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

**ACCEPTANCE**

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.



Richard A. Schlosser

Date: 2.10.14

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TALLAHASSEE FLORIDA

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**EXHIBIT "C"**

**BY-LAWS**

**BY-LAWS**  
**OF**  
**MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is MONTEVILLA AT BARTRAM LAKES ASSOCIATION, INC., hereafter referred to as the "Association". The initial principal office of the Association shall be located at 6950 Philips Highway, Suite 19, Jacksonville, Florida 32216, or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Montevilla at Bartram Lakes (the "Declaration") are hereby incorporated by reference. Any gender used herein means both male and female.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in every subsequent twelve (12) month period on a date, time and place as determined by the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

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

Section 3. Notice of Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient

continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

Section 4. Classes of Members. At the creation of the Association, there is contemplated by the Declarant, Standard Pacific of Florida, a Florida general partnership (any further reference to the Declarant in these By-Laws, shall mean Standard Pacific of Florida until it has assigned its rights as Declarant to any third party), to be two (2) classes of membership, Class A and Class B, each as defined in the Declaration. The Declarant reserves the right to create additional classes of membership in the Association. Creation of such additional classes of membership shall be done, if at all, in a written amendment or supplement to the Declaration, recorded on the Public Records of Duval County, Florida, from time to time, by the Declarant. In creating additional classes of membership, Declarant may ascribe specific rights, obligations and restrictions to such additional classes, the purposes of which are not to disenfranchise any Member from voting on Association business, but rather to control voting from a logistical standpoint as follows: (a) classes may represent certain neighborhoods or special benefit districts within the real property located within the jurisdiction of the Association; (b) classes may have "class representatives" for purposes of participation in Association business; (c) class representatives may have exclusive voting rights within the Association with respect to the property owners within the class; and (d) classes may have such other rights, obligations and restrictions deemed by the Declarant to be necessary or desirable for the operation of Association business.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or the Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned 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. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

Section 1.     Number and Qualification. During the Class B Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a Board of three (3) Directors appointed by the entity which is Declarant under the Declaration from time to time. Initially, the Declarant is Standard Pacific of Florida, a Florida general partnership. During the Class B Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors and any such appointee does not need to be a Member of the Association. After termination of the Class B Control Period, the Board of Directors shall consist of five (5) members as determined by the Members at each annual meeting. Members of the Board of Directors elected by Members of the Association must also be a Member of the Association.

Section 2.     Term of Office. The initial Directors of the Association set forth in the Articles of Incorporation shall hold office as determined by the Declarant under the Declaration until the termination of the Class B Control Period. Thereafter, election of Directors shall take place at each annual meeting of the Association. After termination of the Class B Control Period, the term of office for all Directors shall be staggered in accordance with Article V hereafter.

Section 3.     Removal and Vacancies. Regardless of any provision in the governing documents, any member of the Board of Directors can be recalled (voted out of office), with or without cause, by a majority vote of the Members of the Association. However, if appointed or elected by a certain class of Members, that is the only class that can vote to recall a Director. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

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

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

Section 1.     During Class B Control Period.

(a)     During the Class B Control Period, the Declarant under the Declaration shall appoint the members of the Board of Directors, who shall serve at the pleasure of the party making the appointment. Declarant shall be entitled to appoint a director pursuant to the provisions of Section 720.307(2), *Florida Statutes*, for so long as it meets the requirements of such Section.

(b)     Members of the Association, other than the Declarant, are entitled to elect at least one (1) member of the Board of Directors when fifty percent (50%) of the parcels in all phases (both existing and proposed) of the Property (as defined in the Declaration), have been conveyed to Members.

Section 2. After Termination of Class B Control Period. After the end of the Class B Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article. After the end of the Class B Control Period, nominations for election to the Board of Directors may be made by a Nominating Committee or in any other manner determined by the Board of Directors from time to time. If there is no Nominating Committee, nominations may be made from the floor at the annual meeting. Nominations for positions on the Board of Directors may include as many persons as the Board of Directors shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election. Election to the Board of Directors shall be by proxy or a written ballot that each Member personally casts. Directors shall be elected by the membership at the first meeting of Members held after termination of the Class B Control Period. All eligible Members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected, with a "staggered" term of office created as follows:

(a) Three (3) Directors shall serve a term of two (2) years, and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

(b) Two (2) Directors shall serve a term of one (1) year.

At each annual meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when the successors are duly elected and qualified.

Section 4. Cumulative Voting. Cumulative voting for Directors is not permitted.

## **ARTICLE VI MEETINGS, POWERS AND DUTIES OF DIRECTORS**

Section 1. Meetings. The Board of Directors shall meet regularly to conduct the business of the Association. The Board of Directors shall meet at least once per year.

Section 2 Powers of the Directors. The Board of Directors of the Association has the following powers:

(a) Operate the Association in accordance with applicable law, including, Chapters 617 and 720 of the *Florida Statutes*, the Declaration, the Articles of Incorporation of the Association, and the By-Laws of the Association;

(b) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;

(c) Suspend the voting rights and rights to use of the Common Areas of a Member when such Member shall be more than ninety (90) days in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

(f) Employ a manager, an independent contractor, or such other consultants or employees as they deemed necessary, and to prescribe their duties.

Section 3. Duties of Directors. The Board of Directors of the Association has the following duties:

(a) Elect officers of the Association;

(b) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(c) Supervise all officers, agents, consultants, and employees of the Association, and to see that their duties are properly performed;

(d) File, or cause to be filed, the annual report with the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant to Section 720.303(13), *Florida Statutes*;

(e) As more fully provided in the Declaration, to:

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

(2) establish and fix the amount of the other assessments described in the Declaration;

(3) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(4) foreclose the lien against any Lot for which assessments have not been paid, in accordance with the Declaration and applicable law or to bring an action at law against the Owner personally obligated to pay the same; and

(5) levy fines and impose sanctions for violation of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and applicable law;

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

(g) Procure and maintain adequate liability insurance and casualty insurance on property owned by the Association, if desired by the Association or required by applicable law;

(h) Unless a majority of the voting interests present at a properly called meeting of the Association waives such requirement annually, procure and maintain insurance or a fidelity bond in the amount required by Section 720.3033(5), *Florida Statutes*;

(i) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(j) Cause the Common Areas to be maintained;

(k) Establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Areas, and if elected by the membership in the manner proscribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Areas which have a limited useful life span;

(l) Initiate or defend litigation on behalf of the Association;

(m) Enter into, perform, and enforce contracts and other agreements between the Association and third parties;

(n) Deliver to the Members copies of any amendments to the Declaration, the Articles of Incorporation or these By-Laws within thirty (30) days after the recording of any such amendment; and

(o) Otherwise undertake all duties, enforce all rights, and perform all obligations granted to the Association pursuant to the Declaration.

Section 4.     Certification by Directors.

(a)     Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall either (i) certify in writing to the Secretary of the Association that such Director (A) has read the Declaration, the Articles of Incorporation, these By-Laws and the current written rules and policies of the Association, (B) will work to uphold such documents and policies to the best of his or her ability, and (C) will faithfully discharge his or her fiduciary responsibility to the Members; or (ii) submit to the Association a certificate evidencing such Director satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes within one (1) year before or ninety (90) days after such Director's election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director.

(b)     A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirement. The Board of Directors may temporarily fill the vacancy during any such period of suspension.

(c)     The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's election; provided, however, that the failure of the Association to have the written certification or educational certificate on file shall not affect the validity of any action of the Board of Directors.

Section 5.     Related Transactions.

(a)     Notwithstanding anything in these By-Laws, the Articles of Incorporation or the Declaration to the contrary, if the Association enters into a contract or transaction with any of its Directors or any other entity in which a Director is also a director or officer or is financially interested (each, a "Related Transaction"), then the Board of Directors shall:

- (i)     Comply with the requirements of Section 617.0832, *Florida Statutes*;
- (ii)    Enter the disclosures required by Section 617.0832, *Florida Statutes* into the written minutes of the meeting;
- (iii)   Approve the contract or transaction by an affirmative vote of two-thirds (2/3) of the Directors present at such meeting; and
- (iv)    Disclose the existence of the contract or transaction to the Members at the next regular or special meeting of the Members.

(b)     Upon a motion of any Member, the Related Transaction shall be brought up for a vote and may be canceled by a majority vote of the Members present at such meeting.

Section 7. Meetings; Notice.

(a) A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

(b) Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice in writing of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. With respect to any Board of Directors meeting at which an assessment or special assessment will be considered or levied, or at which any rules that regulate the use of the parcels in the Property may be adopted, amended or revoked, written notice of the meeting must be mailed, delivered, or electronically transmitted to each Member and posted in a conspicuous place on the Property not less than fourteen (14) days before the meeting. Such notice must include a statement that the assessments or special assessments will be considered at the meeting and the nature of the assessments, and/or that changes to the rules regarding the use of the parcels in the Property will be considered at the meeting, as applicable. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

**ARTICLE VII  
OFFICERS AND THEIR DUTIES**

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers elected by the Declarant's appointed Board of Directors, must qualify as an Officer in the same manner as a Declarant's appointed member of the Board of Directors. Officers elected by the Board of Directors elected by the Members shall be Members of the Association.

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

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

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

Section 7. Multiple Offices. The offices of Vice-President and Secretary may be held by the same person at the same time. Otherwise, officers may hold only one office at a time.

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

Vice-President

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

Secretary

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

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall

sign all checks and promissory notes of the Association; keep proper books of account; cause an annual financial report of the Association books in form and content required by Chapter 720, *Florida Statutes* from time to time, at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE VIII COMMITTEES**

The Board of Directors may appoint committees, including a Nominating Committee, as deemed appropriate in carrying out the Business of the Association.

## **ARTICLE IX BOOKS AND RECORDS**

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member within ten (10) business days after receipt by the Association of a written request. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost, or, at the option of the Association as determined by the Board of Directors in its sole discretion, available via the Internet or available for viewing on a computer screen, and printing upon request. The Association shall also allow Members and their authorized representatives to use a portable device to make an electronic copy of the official records of the Association in lieu of providing a copy of such records. The Association shall have the right to require reasonable proof that any person requesting access to the records of the Association is either a Member or an authorized representative of a Member. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$0.25 per page. If the copies requested exceed twenty-five (25) pages, an outside duplicating service may be used and actual costs, as supported by the vendor invoice, may be charged. In addition, the Association may charge fees to cover the costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and the personnel costs do not exceed \$20 per hour; provided, however, that personnel costs may not be charged for records requests that result in the copying of twenty-five (25) or fewer pages. Notwithstanding the foregoing, the following records shall not be accessible to Members or their representatives:

- (a) Any record protected by the attorney-client privilege or the work-product privilege;
- (b) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a parcel;
- (c) Personnel records of employees of the Association or the Association's management company;

- (d) Medical records of Members or community residents;
- (e) Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Member other than as provided for Association notice requirements and other personal identifying information of any person (excluding the person's name, parcel designation, mailing address and property address);
- (f) Any electronic security measure used by the Association to safeguard data, including passwords; and
- (g) The software and operating system used by the Association which allows the manipulation of data, even if the Member owns a copy of the same software.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least seven (7) years.

Section 3. The Association shall maintain for a period of seven (7) years each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Areas, if any, but not including the construction drawings of the individual homes and lots. Permits issued in the name of the Declarant may not necessarily be transferred to the Association, but if transferred, or if required by the permit or applicable law to be transferred, shall be accepted by, and liability there under assumed by, the Association.

- (b) A copy of the By-Laws of the Association and of each amendment to the By-Laws.

- (c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

- (d) A copy of the Declaration and each amendment thereto.

- (e) A copy of the current rules of the Association.

- (f) The minutes of all meetings of the Association, of the Board of Directors and of Members.

- (g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

- (h) All current insurance policies of the Association or a copy thereof.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or its authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

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 of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon 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.

(k) A copy of the disclosure summary required by Section 720.401(1), *Florida Statutes*.

(l) All other records related to the Association's operation, except matters governed by the attorney-client privilege.

## **ARTICLE X ASSESSMENTS AND FINES**

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum and shall be subject to a late fee of twenty-five dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by

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

Section 2. The Association has the power to levy fines up to the maximum amount allowed by law from time to time. Fines will become liens against a Lot as provided by Florida Statute as in effect from time to time.

#### **ARTICLE XI CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Montevilla at Bartram Lakes Association, Inc., and within the center the word "Florida" and the year of incorporation.

#### **ARTICLE XII AMENDMENTS; CONFLICTS**

Section 1. These By-Laws may only be amended by the Board of Directors of the Association.

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

#### **ARTICLE XIII MISCELLANEOUS**

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

#### **ARTICLE XIV FNMA/FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA), if any such agency has issued, acquired, insured or guaranteed any mortgage loan on a Lot in the Property and if such prior approval is deemed necessary by the Declarant:

- (a) Amendment of these Bylaws;
- (b) Merger, consolidation and/or dissolution of the Association;

- (c) Annexation of additional properties; or
- (d) Mortgaging of Common Areas.

## **ARTICLE XV RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

As provided by *Florida Statutes*, all common areas serving any homeowners' association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

## **ARTICLE XVI INDEMNIFICATION OF OFFICERS AND DIRECTORS**

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

## **ARTICLE XVII EMERGENCY PROVISIONS**

In the event of an "emergency" as defined in Section (g) below, the Board of Directors may execute the emergency powers described in this Article XVII and any other emergency powers authorized by Sections 617.0207 and 617.0303, *Florida Statutes*, as amended from time to time:

(a) The Board may name as assistant officers, any persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of emergency, to accommodate the incapacity or absence of any officer of the Association. Such assistant officers shall, however, be Members of the Association.

(b) The Board may relocate the principal office of the Association or designate alternative principal offices or authorize the officers to do so.

(c) During the emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication, radio, cellular phone, or e-mail. The Director or Directors in attendance at such meeting shall constitute a quorum and all actions taken thereat shall be actions of the Board.

(d) Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency provisions shall incur no liability for doing so, except in the case of willful misconduct.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Article only, an "emergency" exists only during the period of the time that the Property or the immediate geographic area in which the Property is located, is subjected to:

- (a) A state of emergency declared by local, state or federal civil or law enforcement authorities;
- (b) A hurricane warning;
- (c) A partial or complete evacuation order;
- (d) Federal or state disaster area status, or
- (e) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, hurricane, tornado, war, civil unrest, or an act of terrorism.

(h) An emergency also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of an event as defined in section (g) above. A determination by any two (2) Directors, or by the President, that an emergency exists, shall have presumptive validity and shall be the source of exercise of the forgoing emergency powers.

Adopted pursuant to the Organizational Minutes of the Association at the Organizational Meeting thereof.