

ARTICLES AND BY-LAWS*
FOR
GRAY'S LANDING
HOMEOWNER'S ASSOCIATION

* to be in addition to and with the DECLARATION OF CONVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR GRAY'S LANDING

Dated August 26, 1988 and recorded in Official Record

Volume _____

Page(s) _____

DEFINITIONS

1. Articles of Incorporation - These are the Articles of Incorporation for the association defined in this Article as duly filed with the Florida Department of State, and this term includes all duly adopted and filed amendments.
2. Association - This means GRAY'S LANDING HOMEOWNER'S ASSOCIATION, INC., a Florida Not for Profit Corporation.
3. By-Laws - This means the duly adopted initial by-laws for the Association and all duly adopted amendments.
4. Common Area(s) - This means all real property and improvements thereon owned by or made subject to the control of the Association for the common use and enjoyment of owners.
5. Owner(s) - This means a record owner, whether one or more persons, of a fee simple title to any lot or lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, such as a mortgage company.
6. Parties - this means the Declarants and any other person who is bound by or benefited by the provisions of this instrument and the instruments incorporated by reference into this instrument.
7. Private Roads - As described on the plat as Heatherly Oaks Court, Heatherly Oaks Lane and Crystal Lynn Lane.
8. Property - This means real property and all additions and improvements to that property, including but not limited to, single-family structures and the sub-surface and surface improvement of the private roads.

MEMBERSHIP AND VOTING RIGHTS

1. Membership - Every owner of a lot shall be a member of the Association.
2. Voting Rights - Members shall all be owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners may determine between themselves, subject to rules and regulations promulgated from time to time by the Association in accordance with applicable laws, regulations, the Articles of Incorporation and the By-Laws, but in no event, shall more than one vote be cast with respect to any lot.

CONVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments - The Declarants, for each lot owned, hereby covenant, by acceptance for a deed, whether or not expressly provided for in the deed, is deemed to covenant and agree to pay the Association the following: (1) monthly assessments or charges, and (2) special assessments for capital improvements, with all such assessments to be established and collected as provided in this instrument. The monthly and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lots and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the delinquent's owners successors in title unless expressly assumed by them.
2. Purpose of Assessments - The purpose for assessments to be levied by the Association is for (1) improvement and maintenance of the common area (front entrance et al) (2) continuing maintenance of the private roads, (3) administrative expenses such as yearly corporate filing fees, etc.
3. Initial and Maximum Annual Assessments - Assessments shall begin and shall be due and payable starting on _____, and payable on the 1st of every month thereafter to _____

for \$ _____ per month per lot.

A. The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership, by the Board of Directors.

B. The maximum annual assessment may be increased above 5% by a vote of two-thirds of the members who are voting in person or by written/personal proxy, at a meeting duly called for this purpose.

C. Nothing in the foregoing shall be construed to prohibit the Declarants or any other owner from pro-rating between themselves and any purchaser the assessment applicable for any particular time period at the time of the closing of the sale and purchase.

4. Special assessments for Capital Improvements - In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the common area or private roads, provided that, any such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for any Action Authorized under paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under the foregoing paragraphs 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At a meeting called in that manner, the presence of members or of proxies entitled to cast sixty percent of all the votes shall constitute a quorum. Once such a quorum is established, any action authorized under the foregoing paragraphs 3 or 4 shall be approved if approved by 2/3 of the quorum, as provided in the foregoing paragraphs 3 & 4.

6. Uniform rate of assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots.

7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all lots on the first day of _____, 1990 and on the first day of each month thereafter. The Board of Directors shall fix the amount of the monthly assessment against each lot at least thirty days in advance of each new annual assessment period.

8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 10% per annum and the Association may then bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, or both, in either order. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the common areas or abandonment of their lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any conveyance or proceeding in lieu of a foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to the sale or transfer. No sale or transfer shall relieve such lot and its owners from liability for any assessments thereafter becoming due or for the lien of any such later accruing assessments.

10. Claim of Lien and Enforcement of Lien for Assessments. The lien for duly adopted assessments is effective without necessity of filing a claim of lien from and after the date of the adoption of the assessment as between the Association and the then existing owners. If after thirty days after the due date of an assessment, the assessment remains unpaid, and if the Association should elect to enforce the lien for the assessment, as a condition precedent to the enforcement, the Association shall through any of its officers execute and record in the public records of Duval County, Florida, a Claim of Lien stating the description of the lot, the name of the owner of record, the amount of the assessment that is due, and the due date. The Claim of Lien must be signed and acknowledged by any such officer. It shall then be served upon the defaulting owner(s) by hand delivery or by certified or registered mail to the last address shown on the records of the Association. Upon payment, the person making the payment is entitled to a Satisfaction of the Lien. By a notice in substantially the following form, a lot owner or his agent or attorney may require the Association to enforce a recorded Claim of Lien against the lot:

NOTICE OF CONTEST OF LIEN

TO: GRAY'S LANDING HOMEOWNERS ASSOCIATION, INC.

You are notified that the undersigned contest the Claim of Lien filed by you on the ____ day of _____, 199_, and recorded in the Official Records Book ____ at Page ____, of the public records of Duval County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety days from the date of service of this notice.

Executed this ____ day of _____, 199_

Signature of Owner or his Agent or Attorney

The clerk of the Circuit Court at the expense of the contesting owner shall mail a copy of the recorded Notice of Contest of Lien to the Association at the address shown in the Claim of Lien or most recent amendment to it, shall certify to the service on the face of the Notice, and shall record the Notice. Service is complete upon mailing. After service, the Association has ninety days in which to file an action to enforce the lien, and if the action is not filed within the ninety day period, the lien is void. In the event that the Clerk of the Circuit Court fails or refuses to make such service, the contesting owner shall be entitled to make the service by hand delivery or by certified mail, return receipt requested, to the address shown in the Claim of Lien, but in the event, service is complete only upon actual receipt. The Claim of Lien shall be enforceable under the procedural and substantive laws of the State of Florida in the manner provided for the foreclosure of a mortgage.

11. Statute of Limitation for Assessments and Liens. Except as may be expressly provided for in writing, and except for the acceleration under the Notice of Contest of Lien provided in the foregoing paragraph, all assessments and their liens shall have a statute of limitations for enforcement against the owners or lots of four years after the date that the assessment becomes past due.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any of the lots, nor shall any exterior addition to or change or alteration to any of the foregoing be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty days after the plans and specifications have been submitted to it, approval will not be required and compliance with this article shall be deemed to have been made.

EASEMENTS FOR DRAINAGE, UTILITIES, INGRESS AND EGRESS

1. Easements for Drainage and Utilities. For all public and private providers of drainage and utility services easements for drainage and utilities have been created and reserved over, across, under, in, and through the private roads and other areas shown on the plat as being easements for drainage and utilities.

2. Private Roads (Ingress and Egress). For all owners of lots, for all mortgagees of lots, hereby state the terms and conditions for the private roads:

A. These private roadways, or cul-de-sacs, shall exist over portions of lots as shown on the plat and as denominated "Private easements for Ingress, Egress, Drainage & Utilities".

B. These easements shall be perpetual, transferable and non-exclusive to the respective Beneficiaries.

C. Because the underlying fee simple title to the lands subject to these easements shall be within portions of the respective lots as shown on the plat, the owners of those lots shall

be responsible for the payment of ad valorem taxes. However, in the event that under applicable laws and regulations, the non-payment of taxes might result in an impairment of these easement rights, the Association shall have the right to demand payment of the taxes by the respective owners and/or pay the taxes and have indemnification from the respective owners with all the rights and remedies, including lien rights, as specified for easements.

D. The Association shall become responsible for the continued maintenance of the private roadways and shall adopt a budget and make assessments and enforce assessments as provided in the Articles of Incorporation and By-Laws.

E. These private roadways for ingress and egress to the respective lots that they serve shall be for the benefit of all owners of lots, the social and business invitees of the owners of the lots, the mortgagees of the lots, governmental agencies having jurisdiction, public or private providers of ambulance and other emergency health services, public and private delivery services for mail and parcel delivery, public and private providers of utility services, and fire and police services.

F. Except in case of an emergency, there shall be no parking of any vehicle, including bicycles, motorcycles and similar vehicles, upon any portion of any of the private roadways, and all parking shall be on the respective lots.

G. No lot owner shall allow vegetation of any type to remain on any lot which constitutes an impairment of vision of any pedestrian or motorist utilizing any of the private roadways.

H. The Board of Directors shall from time to time adopt reasonable regulations controlling the use of the private roadways which shall include continuing determinations as to the maximum size of vehicles that shall be permitted upon the private roadways without undue wear and tear or damage to the pavement base and wearing surface.

I. The creation of these perpetual easements for ingress and egress over portions of the lots shall not act to per se impose upon any of the owners or the Association liability for injury to person or property incurred upon these easements.

USE RESTRICTIONS

1. Association Rules and Regulations. Various provisions of this instrument, the Articles of Incorporation and the By-Laws grant to the Association powers of regulation or rules making for various express purposes. Any such rules or regulations promulgated by the Association shall be supplements to the use restrictions contained in this article. In the event of a conflict between the use restrictions in this article and any rules or regulations promulgated by the Association, the provisions of this article shall prevail.

2. Residential Use. All lots shall be used exclusively for single-family residential use only. The site location of improvements, the design of improvements and the quality of materials for improvements must be submitted to and approved by the Architectural Control Committee.

3. Setbacks. No building, structure or residential dwelling shall be erected or permitted to remain on any lot nearer to the front lot line than 25 feet or nearer than 7.5 feet to any side line of any lot nor nearer than 20 feet to the rear line of any lot.

4. Square Footage for Residential Dwellings. Lot 9, 10, 11, 12, 13, 14, 15 must equal or exceed 2,000 heated and cooled interior square footage excluding all screened porches, garages and storage areas. The remaining lots shall equal or exceed 1800 heated and cooled interior square footage excluding all screened porches, garages, and storage areas.

5. Site Distance at Intersections. No fence, wall, sign, hedge, tree or plantings shall be placed or permitted to remain on any corner lot unless the foliage line or other obstruction is maintained at a height sufficient to prevent obstruction of site lines of vehicular traffic.

6. No Offensive Activity. No obnoxious or offensive trade or activity shall be carried on upon any lot which constitutes a nuisance, including electrical machinery, devices or apparatus causing interference with television or radio reception of any lot.

7. Parking. No wheeled vehicles of ANY KIND, boats, or offensive objects may be kept or parked in a state of disrepair on any roads or parked between the roads and any residential dwelling. They may be kept ONLY completely inside a garage attached to the residential dwelling or within the rear or side yard of any lot PROVIDED the same are totally screened with approved fencing so as to be obstructed from view from the roads. Notwithstanding the foregoing,

private automobiles or trucks of the occupants of a residential dwelling constructed on a lot and those of their guests may be parked in the driveway on the lot provided they bear no commercial signs. Commercial vehicles may be parked in such driveways during times necessary for pickup and delivery service and solely for the purposes of such services. No travel trailers, trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the lots.

8. Trees. No tree(s) measuring four inches or more in diameter at a point four feet above the ground may be cut down or removed at any time without the prior written consent of the Architectural Committee. In any event any tree is approved for removal, the owner shall also remove the tree stump simultaneously with the removal of the tree.

9. Trash. No garbage, trash, refuse or rubbish shall be deposited dumped, or kept on any lot except in a closed sanitary container. The containers shall be green or brown in color and may not be metal in material. Such containers shall be kept in a sanitary condition within the residence or in a area NOT visible from the street except during the period awaiting collection. The containers may be placed on the lot for pickup at the time specified by and in accordance with the requirements of the franchise garbage removal utility for the lot, but such containers shall be returned to the above designated areas promptly after pickup. No fires for burning of trash, leaves, clippings, other debris or refuse or any material shall be permitted on any lot. No owner of a lot shall permit the growth of noxious weeds or vegetation thereon, and each owner shall be responsible for and shall maintain all lawn and landscaping areas within their lots in a sightly manner and condition, this also includes prior to and after the completion of construction of the residential dwelling.

10. Sheds, Shacks or Trailers. NO moveable sheds, shacks, trailers tents or other temporary or moveable buildings or moveable structures of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the use of such buildings during the period of actual construction of a residential dwelling and other improvements permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

11. Dwellings. No trailer, basement, garage or any other structure other than a guest house, even if otherwise permitted hereunder to be or remain on any lot, shall at any time be used for residential purposes, whether temporarily or permantly.

12. Signs. No commercial sign of any type shall be displayed upon or permitted to remain on any lot except "FOR RENT" or "FOR SALE" signs, which may refer only to the particular premises and not to exceed _____ square feet in total size and to be of materials and design as to appear professional and tasteful in nature and appearance. The Association has the right to enforce this provision and may enter upon any lot and summarily remove any sign which violates such provision and such entry and abatement, correction or removal shall not be deemed a trespass or liable in any manner for damages on account thereof.

13. Clothesline, et al. No clothing or any household fabric shall be hung on clotheslines erected in front, back, or any side yards.

14. Aerials, Antennas and Satellite Dishes. No aerials, antennas, satellite dishes or similar objects shall be erected or permitted to remain on any portion of the property.

15. Navigation Rights. Specific restriction is noted relative to any lots abutting the unnamed creek/canal at the north edge of Gray's Landing. Any bridge, walkway or dock to be built to encroach into or over such waterway must provide a clearance of 6" vertically and 8' horizontally for freedom of navigation.

16. Water Service. Each lot owner is responsible for providing for potable water to and for their property. Digging or drilling of wells and the use of the water from such wells must be accomplished in accordance with all governmental, regulatory and legal authorities governing such usage.

17. Sewage Disposal. Each lot owner is responsible for providing their septic tank disposal system. Installation of such system must be in compliance with all applicable governmental, regulatory, and legal authorities governing such systems.

18. Lines and Connections. All telephone, electric, gas, cable television and other utility lines and connections between the main utility lines and the residential and other structures located on each lot shall be located underground.

19. Fencing. All fencing must be approved by the Architectural Control Committee for location, height, length, material and design. There will be no chain-link fencing.

20. Mailboxes. All mailboxes, on each lot, should be constructed of similar brick as the residence and be of similar nature, design, height and width so as to maintain the aesthetics, value and harmony thru out the subdivision.

21. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. The number of dogs which an owner may have shall not exceed two. If, in the opinion of the Association, the animal or animals become dangerous or create a health hazard or an annoyance or nuisance to other residents on the property or surrounding areas, or shall become destructive of wildlife or property, they may not hereafter be kept on any lot. All applicable laws of the City of Jacksonville, Duval County, Florida, including vaccination and leash laws shall be complied with at all times by the owners.

22. Destruction and Damage. Lot owners shall be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the same be caused by the lot owner or the lot owner's employees, agents, invitees, guests, contractors or subcontractors.

23. Construction Completion. When the construction of an approved residence or other buildings or improvements is begun, work thereon shall be performed diligently and continuously until the full completion thereof. All structures shown on the plans and specifications approved by the Architectural Control Committee must be completed within six months after the start, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

24. Street Lighting. If approved by Association and/or the lot owners, street and area lights will be provided by the electric utility company. The Association shall be responsible for the installation, repair service charges or any other conveniences need to maintain the lighting.

ENFORCEMENT OF PROPERTY MAINTENANCE

In the event that an owner of any lot should fail to maintain the lot and permitted and approved improvements situated thereon in a manner required by this instrument and reasonably satisfactory to the Architectural Control Committee including, but not limited to, maintenance of exterior of residences and the landscaping, the offending owner shall be notified in writing by the Architectural Control Committee and shall be given thirty days (except in the case of landscaping which shall be only fourteen days) in which to correct or abate the situation.

ENFORCEMENT

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Association to enforce any covenant or restriction herein contain shall in no event be deemed a waiver of the right to do so thereafter.