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**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR POINT ST. JOHNS**

THIS AMENDMENT to the Declaration of Protective Covenants for Point St. Johns is made effective by Point St. Johns Community Association, Inc., a Florida corporation not for profit, (“Association”).

WITNESSETH

WHEREAS, on or about October 14, 1994, RPFL, Inc., as Developer, recorded that certain Declaration of Protective Covenants for Point St. Johns at Official Records Book 7956, Page 311, of the current public records of Duval County, Florida (the “Declaration”);

WHEREAS, it is the desire of the Association to amend the terms of the Declaration;

WHEREAS, pursuant to Article XVII, Section 5(B)(b) of the Declaration, the terms therein may be amended by not less than fifty-one (51%) of the voting interests of the Members together the majority approval of the Board of Directors of the Association; and

WHEREAS, the affirmative vote of not less than fifty-one (51%) of the voting interests of the Members together with the majority approval of the Board of Directors of the Association was obtained at a meeting of the Members of the Association which obtained quorum and conducted for that purpose held on June 24, 2023, and publication of the proposed amendment was made to the membership of the Association at least fourteen (14) days in advance of the June 24, 2023, meeting of the Membership of the Association;

NOW THEREFORE, Point St. Johns Community Association, Inc. hereby amends the Declaration as follows:

(new words are inserted in the text and underlined; and words to be deleted are ~~lined through~~ with hyphens)

[Text of the Amended Declaration is on the following pages]

2023 AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR POINT ST. JOHNS

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**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR POINT ST. JOHNS**

THIS DECLARATION OF PROTECTIVE COVENANTS is made this 21 day of December 2023, by POINT ST. JOHNS COMMUNITY ASSOCIATION, INC., INC., a Florida corporation not for profit, which declares hereby that "Property" described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth. The Property is described in Exhibit "A" to the original Declaration of Protective Covenants for Point St. Johns which is recorded at Book 7956, Page 311, of the current public records of Duval County, Florida, which is made a part hereof.

Declarant (as hereinafter defined), in order to maintain the value and integrity of the Property, desires to subject the Property to the covenants, conditions, easements, restrictions, charges and liens hereinafter set forth, each and all of which is and are hereby declared to be a covenant running with the Property and for the benefit of the Property and each and every Owner (as hereinafter defined) of any and all parts of the Property, and other persons and parties as hereinafter set forth.

ARTICLE I DEFINITIONS

1. DEFINITIONS.

The following terms, as used in this Declaration, shall have the following meanings:

- A. Association shall mean and refer to POINT ST. JOHNS COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.
- B. Base Assessment shall mean and refer to the operating funds of the Association that are utilized for the general benefit of all Unit Owners and which are assessed equally against all Unit Owners within

the Property and refers to those charges against each Unit made by the Association from time to time, for the purposes and subject to the terms, set forth herein.

- C. Board of Directors shall mean and refer to the Board of Directors of the Association.
- D. Class A Member shall mean and refer to owners
- E. Common Expenses shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter,
- F. Common Property shall mean and refer to all portions of the Property which are intended for the common use and enjoyment of the Owners and which are dedicated to the Association on the recorded subdivision plat of the Property or conveyed to the Association by Deed from time to time and/or all personal property and real property which may subsequently be acquired by the Association or designated for the common use and enjoyment of the owners. The common Property is not "condominium property" as that term is defined in Chapter 718, Florida Statutes, or otherwise.
- G. Community-Wide Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors.
- H. Declarant shall mean POINT ST. JOHNS COMMUNITY ASSOCIATION, INC.
- I. Declaration shall mean and refer to this instrument, and all exhibits hereto, as it may be amended from time to time.
- J. Improvements shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking, and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscape device or object.
- K. Institutional Mortgagee shall mean and refer to a bank, bank holding company, or subsidiary thereof, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, agency of the United States Government, Federal Housing Administration, Veteran's Administration which in the ordinary course of business holds a first mortgage of public record on any Unit or Pod or on any other portion of the Property, and the holder of any mortgage of public record given or assumed by Declarant, Developer or Builder whether a first mortgage or otherwise, and their successors and assigns.
- L. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area as such lot may be reconfigured in the manner more fully described hereafter.
- M. Management Agreement shall mean and refer to a contract for management of the Property entered into between the Association and such other entity as is selected by the Association, in its sole discretion.
- N. Member shall mean and refer to a Class A Member of the Association.
- O. Modifications Committee shall mean and refer to that Committee of the Association having exclusive jurisdiction over modifications, additions, or alterations made to existing Units or structures containing Units and the open space, if any, appurtenant thereto.
- P. Owner shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Unit but excluding any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- Q. Permitted Vehicles shall mean four-wheel automobile passenger vehicles, standard pick-up trucks, and passenger vans.
- R. Property or Properties shall mean and refer to that real property described in Exhibit "A" attached hereto and made a part hereof, which is subject to the covenants, reservations, restrictions, easements, assessments, and other provisions set forth within this Declaration, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.
- S. Surface Water or Stormwater Management System shall mean and refer to 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C- 4, 4DC-40, or 40C-42, Florida Administrative Code.
- T. Street shall mean and refer to any street, highway, or other thoroughfare which is constructed by Declarant or its designee, within the Project and which may be dedicated to the Association or the public, whether same is dedicated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

U. Supplemental Declaration shall mean and refer to an amendment or supplement to this Declaration which subjects additional property to this Declaration, or imposes, expressly or by reference, additional restrictions and obligations on the land described.

V. Unit shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) multi-family units, townhouse units, multiplex units, duplexes, condominium or cooperative units, cluster homes, patio or zero lot line homes, single family detached houses on separately platted lots, and vacant land intended for development as the above uses, all as may be developed, used and defined as herein provided, or as provided in Supplemental or District Declarations covering all or a part of the Property. The Unit shall consist of the improved dwelling, if applicable, and the Lot.

ARTICLE II DEVELOPMENT CONTRACT

The Association was formed to maintain and operate the Common Property for the benefit of the Owners. The Association shall be responsible for the maintenance of the common Property and shall also be responsible for enforcement of all the restrictions and other terms set forth in this Declaration, as well as the rules and regulations established by the Association. The Association shall assess each Unit various charges as more specifically described hereinafter, for the purpose of funding the obligations of the Association.

The Association shall maintain and operate those improvements or areas designated solely by the owners and shall perform such other duties and obligations as shall be set forth in the Supplemental Declaration.

The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the Declarant and this Declaration is that the substantive rights hereunder shall not, to the extent permitted by the laws of the United States of America, be retroactively affected by legislation subsequent to the date of this Declaration.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

1. PROPERTY. Upon the recordation hereof, the Property, as defined in Article I, shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

2. TRANSFER OR ASSIGNMENT BY OWNERS. Every Owner shall have a right and easement of enjoyment in and to the Common Property subject to this Declaration and subject to any restrictions or limitations contained in any deed or amendment to this Declaration or instrument conveying to the Association or subjecting to this Declaration such Common Property. Any owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt from time to time.

ARTICLE IV ARCHITECTURAL CONTROLS

The Board of Directors shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 2 of this Article.

No construction, which term shall include within its definition clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article until the requirements of each have been fully met, and until the approval of the appropriate regulating authorities has been obtained.

1. MODIFICATIONS COMMITTEE. The Board of Directors may establish a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors, all of whom shall have term limits not exceeding that of a Director. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto; provided,

however, the MC may delegate this authority to the appropriate board or committee of any District Association subsequently created or subsequently subjected to this Declaration so long as the MC has determined that such board or committee has in force review and least equal to those of the MC. Such delegation may be revoked, and jurisdiction reassumed at any time by written notice.

Modifications Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Community Wide Standard. In addition, thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with plans and specifications originally approved by Declarant. No permission or approval shall be required to alter or remodel the interior of any Unit which was originally approved by the Declarant. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his Unit; or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

2. NO WAIVER OF FUTURE APPROVALS. Except as specifically set forth herein, the approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of MC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

3. VARIANCE. MC may authorize variances from compliance with any of the rules and regulations established by the MC, respectively, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but as to the MC, only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) estop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any regulating entity, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship supporting a variance.

4. EXPENSE OF APPROVALS. MC may charge a reasonable fee in connection with the approvals required in this Article, such fee to be determined from time to time by the Board of Directors.

5. LIABILITY. Approval by MC is for general exterior design and aesthetic acceptability only and does not constitute a modification or waiver of any covenants, conditions, restrictions, or easements contained or referred to in this Declaration. Interior function and spatial relationship, structural integrity, construction methods and materials and compliance with applicable building codes and/or zoning ordinances are not subjects of this review and remain the responsibility of the owner and his building designer or contractor. The approval of any plans or specifications shall not be deemed to be a determination or warranty that such plans or specifications are complete and do not contain defects, or in fact, meet any standards, guidelines or criteria of MC or any governmental entity. Neither the MC nor Association shall be liable for any defect or deficiency in the plans or specifications or any injury or loss resulting therefrom.

6. PROCEDURE FOR APPROVAL. Any plans and specifications shall be submitted to the MC by personal delivery (and a dated receipt shall be given), overnight national courier or certified mail, return receipt. The MC shall have forty-five (45) days from receipt to approve or disapprove provided that such approval period shall not commence until the MC receives all information necessary to review the plans and specifications, including, if appropriate, a landscaping plan, samples of materials and colors or such other materials as the MC, from time to time require. If the MC has

not approved or disapproved the plans and specifications within forty-five (45) days, the plans shall be deemed approved.

7. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS. In addition to the foregoing requirements, any improvement made by any owner must be in compliance with the requirements of all regulating entities and the owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the MC to any improvement may be conditioned upon the owner obtaining a building permit for the same or providing the MC written evidence from the controlling governmental authority that such permit will not be required and in that event the owner shall not proceed with any improvement until such building permit or evidence that a building permit is not required is obtained and submitted to the MC.

REMEDY FOR VIOLATIONS. In the event this Article is violated or any improvement is made without first obtaining the of the MC or is not made in strict MC, the MC (as the authorized representative of the Association) shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any improvement in a manner which complies with the requirements of the MC, or the MC may pursue any other remedy available to it. In connection with the enforcement of this Article, or MC shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this Article have been complied with. The failure of the MC to object to any improvement prior to the completion of the improvement shall not constitute a waiver of the MC's right to enforce the provisions of this section. Any action to enforce this section shall commenced within one (1) year after notice of the violation by MC or within three (3) years after the date of violation, whichever shall first occur. The foregoing shall be in addition to any other remedies set forth herein or violations of this Declaration.

ARTICLE V USE RESTRICTIONS

1. RESTRICTIONS ON USE OF UNITS AND COMMON PROPERTY.

A. Residential Use. Subject to any overriding requirements imposed by state statute, all Units shall be used only as single-family, private, residential dwellings and for no other purpose. Provided, however, no occupant of a Unit maintaining a personal or professional library, keeping personal or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, clients, licensees or invitees coming to the Unit), making professional phone calls or corresponding in or from a Unit is engaging in a use expressly declared customarily incidental to residential use and shall not be in violation of these restrictions. Subject to any overriding requirements imposed by Fla. Stat. § 720.306, the rental of a dwelling upon a term less than twelve (12) months constitutes a commercial, non-residential use.

B. Pets. Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs, and other small mammals. Owners may not keep a number of pets which the Association, in its sole discretion, shall deem excessive. No Owner may keep exotic cats, non-human primates, fowl, obnoxious animals or other farm livestock or zoo type animals on the Property.

Pets must be on a leash or carried when on Common Property. Failure to do so may be deemed a nuisance. It shall be the Owner's obligation to remove and otherwise dispose of their pet's waste material from the Common Property and Streets. Failure to remove and dispose of a pet's waste material shall be deemed a nuisance.

The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. An owner, by the purchase of a Unit, agrees to indemnify the Association, and hold it harmless against loss or liability of any kind arising from the owner having any animal on the Property.

Animals will be deemed a nuisance that commit acts including but are not limited to the following:

Any dog that chases, runs after, or jumps at vehicles moving on streets and alleys.

- 1) Any dog that attacks, bites, or injures a person, or snaps, growls, snarls, jumps upon, or otherwise threatens persons without provocation. These acts shall be considered a violation whether the dog is confined by fence, chain, or leash, or under the voice control of a responsible person.
- 2) Any animal that howls, yelps, whines, or barks in such a manner as to unreasonably disturb any person.
- 3) Any animal that feeds from, turns over, or otherwise disturbs garbage containers.
- 4) Any animal that scratches or digs in flowerbeds or otherwise damages the property of another owner.
- 5) Any dog or cat that goes onto the property of another or onto common areas to attack another animal or fowl.
- 6) Cats or dogs that crawl upon, sleep on, scratch or otherwise soil the property of another.

The producing (breeding) for profit of any animals (domestic, farm or exotic) on Homeowner's property is strictly prohibited. No farm or exotic animals (goats, chickens, pigs, etc..) shall be kept in or on Homeowner's property.

Because of our proximity to Reddie Park Preserve, feeding or attempts to domesticate wild animals is strictly prohibited. Any dead animals or Roadkill should be reported to the City of Jacksonville Department of Public Works or Animal Control. Members should not attempt to police, remove, or dispose of wild animal carcasses for health and disease precautions.

C. Recreational and Commercial Vehicles. Recreational vehicles, boats, trailers, jet skis, trucks, campers, motorized campers, all-terrain vehicles, or other motor vehicles, except (i) four-wheel automobile passenger vehicles, (ii) standard pick-up trucks, and (iii) passenger vans, (collectively "Permitted Vehicles") shall not be placed, parked, or stored upon any Unit in a location that is visible from the street for more than 3 days. Any other vehicles may be stored on the Property if stored in an enclosed garage or is otherwise not exposed to public view.

No maintenance or repair shall be performed upon any boat or motor vehicle upon any Unit except which is totally removed from public view. No motorized vehicle is allowed to park on any portion of the Homeowners front or side lawn areas. No disabled vehicles are permitted to park on any street or occupy a Homeowners driveway for more than 30 days.

Any permitted vehicle shall be kept in neat and clean condition.

Notwithstanding the foregoing, service and delivery vehicles may park on a Unit during regular business hours, as needed for providing services or deliveries to the Unit.

Visiting Guest Campers are allowed to park in the Homeowners Driveway only and must not exceed 2 weeks. Prior date notification to the Board of Directors must be given.

Automobiles may not be parked on the streets on a permanent basis. Guest may park on the streets for short term; not to exceed 2 weeks.

Homeowner's work vehicles must be parked in the homeowner's driveway. No work vehicles above two axles are permitted to be parked in the homeowner's driveway or on the street. This is to include but not limited to Semi-Trucks, Tractor-Trailers, Dump Trucks, Box Panel Vans, or two axle Delivery Styled Vans or Trucks.

Vehicles shall be restricted as not to exceed the Homeowner's Legal Limit-to-Household ratio.

D. Temporary structures, Sheds and Outbuildings. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept, or maintained on the Property, or any part thereof. This restriction shall not apply to temporary structures used by Declarant or Developer or with Declarant's consent, for development, construction, or sale of the Property. Permanent sheds and outbuildings (such as gazebos and prefabricated recreational Fort styled swing sets) must not be visible from the front of the house and must be constructed and painted of the same materials and colors as the house or as close to similarity as possible. All other locations, materials and colors must be approved by the Board of Directors.

The roofline of each shed or outbuilding cannot exceed higher than three feet above the fence.

All permits must be obtained from the city prior to construction and must be recorded by the Board of Directors.

E. Exterior House Colors. Exterior house colors should be subdued and harmonious with the existing décor and keeping with the architectural integrity of the neighborhood. Any color changes to the original existing color of the property must be approved by the Board of Directors.

F. Exterior House Conditions. Repair deterioration, clean mildew from exterior walls or other conditions as determined by the Association. Deterioration is defined as but not limited to peeling paint, crumbling masonry paint, roofing, wood and vinyl siding and stucco.

G. Lawn and Yard Maintenance. Lawns must be mowed, edged, fertilized, watered and free from weeds and insects. Shrubbery should be trimmed and neat in appearance. Gardens must be neat in appearance and in compliance with the integrity of the neighborhood.

Trees adjacent to the community sidewalks and streets must be trimmed to allow safe access.

Lawn ornaments must not exceed four (4) feet in height. This is to include fountains. All decorative fountains and ground fountains must be properly maintained and functioning with water or must be completely clean and dry as to decrease mosquito infestation.

H. Home Additions. All attached additions must have prior approval of the Board of Directors and must conform to the architectural integrity of the subdivision and must have all required city permits and a copy of permits must be submitted to the MC. Homeowners must submit plans to the MC prior to the start of construction. Additions may include but not limited to room additions, Florida rooms, screened rooms, pool enclosures, driveways, and walkways.

Second story additions do not conform to the integrity of the community and are not permitted.

Screened rooms may not be added to the front of the house.

Changes that significantly deviate from the architectural style of the house will not be permitted.

I. Fences. Fences must be approved by the Board of Directors prior to assembly. The fence shall be a maximum and minimum of six (6) feet. Fences must be constructed of wood, vinyl composite or architectural metal. Acceptable styles are board on board and shadowbox. Wood fences shall be neutral in natural wood color and should not be painted any color. Only natural stain preservatives are acceptable. Vinyl composite fences shall be white or light natural pine wood color only.

The Board of Directors must approve all other materials and designs. Fences are not permitted in front yards. All constructions should end at the rear of the home.

J. Insurance. No owner shall permit or suffer anything to be done or kept within his Unit or make any use of the common Property, which will increase the rate of insurance or result in the cancellation of insurance on any portion of the Property.

K. Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners or which may become an annoyance or nuisance shall be allowed. No owner shall commit or permit any nuisance or any illegal activity in or about the Property. For greater clarification, no owner shall knowingly or willfully make or create any unnecessary, excessive, or offensive noise or disturbance which destroys the peace, quiet and/or comfort of other owners or allow any such noise or disturbance to be made on his Unit. The noise and activity associated with construction shall not be deemed a nuisance and shall be expressly permitted between sunrise and sunset.

Noise compliances shall be adhered to between the hours of 10:00 PM and 7:00 AM (to include construction)

L. Subdivision of Units. No Unit shall be re-subdivided to permit property lines to be altered in any manner other than as originally established, or as otherwise approved in writing by Declarant provided, however, that a single Unit may be combined with another Unit or portion thereof, to form a larger Unit, with the prior written approval by the MC. Any Lot or portion of

lot conveyed to a single owner shall be deemed to be a "Reconfigured Lot" and the owner thereof shall have the voting rights and pay assessments as hereinafter set forth.

M. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the MC.

N. Signs. Except for a standard "open house" sign, for sale sign, or for rent sign, or a security monitoring sign complying with Fla. Stat. § 720.304(6), no signs, advertisements or notices of any kind, free-standing or otherwise displayed shall be erected or displayed to the public view on any Unit, unless approved by the MC.

Political yard signs must be non-obstructive, neat and must be removed after the election.

O. Easements. No Improvement of any kind, tree, bush, shrub, or landscaping of any kind (other than grass) shall be built or maintained upon any easement or right-of-way without the prior written approval of the MC and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping, driveways, and sidewalks approved by the MC located on a Unit shall be maintained by each owner.

P. Refuse Containers and Storage Tanks. No Unit shall be used or maintained as a dumping ground for rubbish.

1) Trash, garbage, and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area or other location, so they are not visible from the Street or from adjoining Units.

2) All oil tanks or bottle gas tanks must be kept underground or placed in a walled-in or screened in area so they shall not be visible from the Street or from adjoining Units.

3) Trash, refuse or waste materials shall not be burned on any Unit. The foregoing provisions shall be subject to such rules and regulations promulgated by the MC.

4) Garbage and Recyclable bins should be placed at the curb no earlier than 4:00 PM in the evening prior to the collection and removed from the curb before 7:00 PM after the collection. Any debris that remains after the collection must be removed at the time that all bins are returned to the Homeowner's property. This is to apply to all contained yard waste debris and Bulk items for disposal.

Q. Utilities. The central water and sewage system provided by the Southern -states Utilities, its successors or assigns for service to the Property shall be used by all Owners. Each Owner shall connect his water line to the water distribution main serving his Unit and his sewer line to the sewage collection line serving his Unit and shall pay all fees and costs related thereto. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and collection. No individual water supply system shall be permitted without the prior written approval of the MC. No water shall be obtained from any lake, canal, or water body. No septic tank or drain field shall be allowed on any portion of the Property without the prior written approval of the MC.

R. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released, or disposed of on the Property, except in strict compliance with applicable rules and regulations. No fuel or gas storage tanks or other flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Property, unless such fluids, materials or are utilized in strict compliance with manufacturers' and applicable safety codes and are stored in specifically designed for such purposes.

S. Drilling Restrictions. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Unit or any portion of the Property nor shall any oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Unit or any portion of the Property.

T. Preservation of Trees. For the purpose of preserving an environment for the migratory bird population and for the enhancement of the environmental value of the Property, no trees which remain

on the Property at the time of the closing of the purchase and sale of a Unit shall be felled, removed, or cut down unless such tree represents a hazard to the improvements on the Property or to persons occupying or utilizing any portion of the Property.

U. Rules and Regulations. No person shall use the Common Property or any Unit in any manner contrary to, or not in accordance with, the rules and regulations (including Traffic Regulations) which may be promulgated by the Board of Directors from time to time.

V. Indemnification. Any loss or damage incurred by the Association due to a breach of any restriction herein by an Owner, his agents, or employees, shall be reimbursed by the responsible Owner. The Association and/or Declarant may obtain recovery against such owner in the same manner as the collectible and enforceable assessments.

W. Enforcement of Restrictions. Association, through its Board of Directors, officers, and the MC, shall have the authority to enforce or waive those restrictions imposed under this Article, and failure to do so shall not be deemed a waiver of the right of enforcement.

X. Miscellaneous.

- 1) Children at play and neighbors walking in the neighborhood should be given the courtesy of right-of-way by drivers by slowing down and reducing vehicular speeds to avoid the possibility of accidents and injury.
- 2) Public Safety: All public safety, emergency, suspicious and surreptitious activity should immediately be reported to the proper authorities. Confrontation is not warranted.
- 3) Mailboxes: All mailboxes must conform to the Community Wide Standard.
- 4) Window/Wall Air Conditioning Units: Window air conditioning units are prohibited.
- 5) Antennae: Except for personal use antennae covered by the Federal Communications Commission OTARD (Over The Air Reception Device) Rule, no radio, television, ham or shortwave radio, satellite dish, or other electronic antennae or aerial may be erected or maintained anywhere on the Common Property (unless installed by the Association), or the exterior of any Unit, without the prior written approval by the MC.
- 6) Time Share Units: No Unit may be sold, nor shall title be conveyed or based on time sharing transferred interval ownership.
- 7) Seasonal decorations are permitted 4 weeks prior to holiday and must be removed 3 weeks after the holiday.

2. RESTRICTIONS ON USE OF UNITS AS INVESTMENT PROPERTY.

Florida State Law allows a Homeowners Association (HOA) to impose restrictions on the use of a home, or subject property as an investment property. This is to protect the best interest of the Point St Johns Community Association.

In accordance with Florida SB 630, certain regulations apply only to a parcel owner who acquires title to the parcel after the effective date of the governing document or amendment, or to a parcel owner who consents, individually or through a representative, to the governing document or amendment.

The following restrictions are placed on investment properties in the Point St Johns community:

A. Investment Property Eligibility.

- 1) The homeowner(s) must wait or reside at the property for a minimum of 1 year prior to renting the property.
- 2) The maximum number of investment properties allowed in the Point St Johns Community at any time is ten percent (10%) of the community which equates to five (5) properties. The maximum number of investment / rental properties owned by an entity is two (2).
- 3) Homeowners that have resided at the property for a minimum of 12 months may request a waiver of the property cap from the Point St Johns Community Association if there were a hardship that would prevent them from occupying, maintaining and/or selling the property. If such waiver is granted, no further new investment properties will be allowed until such time that the number does not exceed the cap in place.

- 4) The Point St. Johns Community Association will maintain a waiting list for future investment properties once the cap is reached.
- 5) Properties being used for investment will maintain that eligibility until such time that the property is sold, or that they have been deemed ineligible by the Point St Johns Community Association. The rights to use a home as an investment property do not transfer with the sale of that property, and the new homeowners will be subject to all restrictions.
- 6) The homeowner will lose the right to use the property for investment purposes if it is found that any criminal activities are being performed at the property.
- 7) These requirements will remain in effect in the event a homeowner offers any type of financing, land contracts, rent to own or lease option to purchase without transferring the deed and title to the potential buyer.

B. Lease Requirements.

- 1) Investment properties in Point St Johns Community may not be used for Airbnb, vacation, or short-term rentals.
- 2) A lease term must be a minimum of 12 months. The only exception for month-to-month rentals is after a 12-month lease or greater has been completed, in the event the tenant is not renewing the lease and needs additional time to relocate.
- 3) Subletting any portion of the property or land is forbidden. All tenant(s) or occupants regardless of age must be listed on the lease and must be given a copy of the bylaws and Protective Covenants by the landlord/owner/property manager.

C. Investment Property Legal Obligations.

- 1) Homeowner(s) must abide by all State of Florida, Duval County and City of Jacksonville statutes, ordinances and HOA rules and regulations.
- 2) Investment / rental property owners must acknowledge and sign a copy of the Point St Johns Community Association Regulations regarding Investment Properties.
- 3) The investment /rental properties must be managed by a licensed and insured property management company in the event the owner/investor resides further than 30 miles from the property.
- 4) The homeowner is responsible for providing the Point St. Johns Community Association annual proof that the investment / rental property is registered with the Florida Department of Revenue as required by Florida State Law s. 212.031, and that all federal and state taxes have been filed.
- 5) Investment / rental property owner(s) must provide The Point St. Johns Community Association copies of the lease explicitly listing Point St. Johns Community Association bylaws, upon leasing the property and must certify that a background check was performed prior to executing the lease.
- 6) Contact information including, mailing address, phone numbers, and email addresses for both the tenants, property managers and the homeowner must also be provided. Emergency repair contact numbers must also be provided.
- 7) The Homeowner or management company, not the tenant, is responsible for all upkeep, lawn, and home maintenance and for ensuring that all of the restrictions in these CC&Rs are enforced.

D. Inspection Requirements.

- 1) Homeowners are fully responsible for ensuring the property is well maintained and kept up with according to the Point St Johns Community Association Bylaws and CCR's regardless of how the lease agreement is written between the lessee and lessor.
- 2) The homeowner or their agent must physically perform an interior and exterior inspection of the home and property every six months.
- 3) The Point St. Johns Community Association may require that an additional exterior inspection be performed at any time with the homeowner or their agent, in the event there are violations identified to ensure the items are corrected within the time frame provided in the bylaws and CCR's.

E. Investment Property Maintenance Requirements:

- 1) If the home is not occupied, the homeowner(s) is responsible for the upkeep and maintenance of the property, and subject to all requirements set forth in the bylaws and CC&Rs.
- 2) Failure to maintain the property according to all Florida statutes, bylaws and CCR's or failure to pay the HOA dues will result Association the use of any legal action by the Point St. Johns Community Association to enforce the statues and or recover the debt owed, including, but not limited to assessing fines and or up to liens and foreclosures and eviction of tenants. NOTE: All legal fees will be assessed to the homeowner(s) and or tenants.
- 3) Should the tenants and/or homeowners fail to respond to notifications from The Point St Johns Community Association regarding required repair and /or maintenance (to include landscaping), the Point St Johns Community Association reserves the right to make any repairs necessary, at the cost of the homeowner.

ARTICLE VI

POINT ST. JOHNS COMMUNITY ASSOCIATION, INC.

1. **FORMATION:** Declarant has caused the formation of the Association by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Florida. The purposes and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in the Articles of Incorporation and Bylaws of the Association. The Association shall be responsible for the execution, performance, administration, and enforcement of all the terms and conditions of this Declaration. If there is a conflict between the terms and conditions set forth in this Declaration, the Articles or Bylaws, the conflict shall be resolved in favor of the terms and conditions as provided in this Declaration.
2. **MEMBERSHIP:** A person or entity shall become a Member of the Association upon acquisition of fee simple title to any Unit in the Property by filing a deed in the office of the Clerk of the Circuit Court in and for Duval County, Florida, evidencing such ownership. All such owners shall be Class A members of the Association. Class A Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law. If title to a Unit is held by more than one person, each person shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as the security for performance of an obligation shall be a Member of the Association.
3. **ADMINISTRATION OF THE ASSOCIATION:** The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association. The Articles of Incorporation and Bylaws may be amended in the manner set forth therein; provided however, that no such amendment shall conflict with the terms of this Declaration; and provided further that no amendment, alteration, or rescission may be made which affects the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected. Any attempt to amend the Articles of Incorporation or Bylaws contrary to these prohibitions shall be of no force or effect. The election, service, and records keeping of all Directors shall comply with Fla. Stat. § 720.3033.
4. **VOTING:**
 1. **Class A Members.**
Class A Members shall be all Owners.
 - 1) Class A Members shall be entitled to one (1) vote for each Unit owned by such Member, as to matters on which the Membership are entitled to vote. Provided that if an Owner owns a Unit plus all or part of another Unit, the vote appurtenant to the partial Unit shall be divided on a pro rata basis among the owners of such divided Unit.
 - 2) When more than one (1) person holds the ownership interest, all such persons shall be Members and the vote of such Unit shall be exercised as they, among themselves, determine.
 - 3) In no event shall more than one (1) vote be cast with respect to each Unit. With respect

to each Unit owned by other than a natural person or persons, the Member shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership.

4) Any Owner of Units which are leased may, in the lease or other written instrument, assign the voting rights pertinent to that Unit to the lessee provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting.

2. SUSPENSION OF MEMBERSHIP RIGHTS: No Member shall have any vested right, interest, or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment, or in violation of any provision of this Declaration, or of any rules or regulations promulgated by the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

MERGER OF ASSOCIATIONS:

A. By owners. with the written consent of the owners owning 51% of the Units, the Association may merge or consolidate with another corporation providing similar services.

B. Effect. Upon a merger or consolidation of the Association with another property owners association, that Association's Common Property, rights and obligations may, by operation of law, be transferred to the surviving or consolidated-association, or, alternatively, the Property, rights and obligations or another property owners association, by operation of law, be added to the Common Property, rights and obligations of the Association as surviving corporation pursuant to the merger. To the greatest extent practicable, the surviving or consolidated property owners association shall administer the covenants, conditions, easements and restrictions established by this Declaration or by a Supplemental Declaration together with any surviving covenants and restrictions established upon any other properties as one scheme, but with difference in the method or level of assessments to be levied upon the property and such other properties as may be appropriate, taking into consideration the different nature or amount of services to be rendered to the Owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration, except as expressly adopted in accordance with the terms thereof.

4. INSPECTIONS OF RECORDS. All books, records and papers of the Association will be open to inspection and copying during reasonable business hours by any owner and by the Declarant so long as the Declarant is a member of the Association, provided the Association or District Association is given written notice seven (7) business days prior to the proposed date of inspection. Such right of inspection shall be exercised personally or by one or more representatives. Upon request, the Association will also furnish to any person, copies of its books, records, or other papers although the Association or District Association may make reasonable and uniform charge for such copies. The Articles of Incorporation, Bylaws and Declaration will be available for inspection by any Owner and copies thereof may be purchased at a charge to cover reproduction cost.

5. AMPLIFICATION. The provision of this Article is amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owner as set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistency or conflicting results. If any such conflict necessarily results, however, Declarant intends the provisions of this Declaration to control anything in the Articles and Bylaws to the contrary.

ARTICLE VII COMMON PROPERTY

1. COMMON PROPERTY. The Common Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association is responsible for the management, maintenance, and operation of the Common Property notwithstanding the manner in which fee simple title to the Common Property may be held. Each Owner is hereby granted a perpetual, nonexclusive easement for ingress, egress, and use of the Common Property in accordance with any restrictions set forth in this Declaration.

2. ACQUISITION AND SALE OF PROPERTY. The Association shall have the power and authority to acquire such interests in real and personal property and to withdraw such portions of the Common Property as it may deem beneficial to its Members, subject to the provisions of Article III, Section 4 of this Declaration. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Common Property.

3. MAINTENANCE OF PROPERTY. The Association shall, either by virtue of the appointment of a Community Association Manager, or through its own personnel, be responsible for the maintenance, ownership, control, and repair of the Common Property (except as otherwise set forth herein). Specifically, to the extent that such are constructed, the Common Property that the Association shall maintain and be responsible for shall include, but not be limited to:

The entrance areas of the Project, shrubbery, signs, streetlights, walks, sprinklers, and other improvements located upon the Common Property on or about the entrance area, including all dedicated right-of-way(s) contiguous and/or adjacent to the Project.

Any private streets, sidewalks and other areas of Improvements related thereto within the Project, including, but not limited to, signs, streetlights, walks, sprinklers, and other Improvements. Any gates, walls, streetlights, fences, and hedges located within or around the perimeter of the Project.

The surface water or stormwater management system located on the Project, as more particularly described in Article IX herein, including water quality of any lakes forming a part of the stormwater management system.

All other property, facilities, improvements, or equipment which the Board of Directors shall determine would properly serve and benefit the Members of the Association.

4. MANAGEMENT AGENT. (DELETED)

5. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTY. The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members, and their guests, licensees and invitees and may from time to time promulgate such rules and regulations as are consistent with this Declaration, governing the use thereof as it may deem to be in the best interests of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members at the Association office. Such rules and regulations may be enforced by legal or equitable action.

6. ENFORCEMENT OF RESTRICTIONS. The Association, through its Board of Directors and officers, shall have the authority to enforce restrictions imposed by this Declaration, in any manner provided by law and/or equity. As the remedy at law for any breach of any of the terms of this Agreement may be inadequate, the Association shall have a right to fine Members; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the fine shall constitute a lien upon the Unit in which the occupant resides, and the Owner shall pay the fine upon notice from the Association. Additionally, the Association shall have the right of temporary and permanent injunctive and other equitable relief which may be granted in any proceeding which may be brought to enforce any provision hereof, including within such other equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy.

7. TRAFFIC REGULATIONS. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout the Common Property of the Project, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets. A copy of any Traffic Regulations established hereunder, and any amendments thereto shall be made available to all Members at the office of the Association. The Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, and the suspension of an owner's rights and easements of enjoyment, as provided hereinbelow. Those who violate the traffic Regulations shall be entitled to notice and a hearing before the Board of Directors, prior to the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Traffic Regulations.

8. CONTINUAL MAINTENANCE. In the event of a permanent dissolution of the Association, title to the Common Property shall be first offered to the successor association (to be a not-for-profit corporation) and, if not accepted by the successor association, then to any applicable governmental agency. In no instance shall the city of Jacksonville, Florida be obligated to accept any dedication offered to it by the Members of the Association pursuant to this Section, but the City of Jacksonville, Florida may accept such dedication and any such acceptance by the City must be made by formal resolution of the then empowered City commissioners. If no governmental agency accepts the Common Property, then the Members shall immediately thereupon be required to form a successor association (to be a not-for-profit corporation) to hold title to the Common Property and provide for the continued maintenance and upkeep thereof. Provided further that any alternative arrangement for the maintenance of the Surface water Management District shall be approved by the St. Johns River Water Management District.

ARTICLE VIII MAINTENANCE RESERVE CONTINGENCY

1. AUTHORITY. The Association, through its Board of Directors, shall have the power and authority to make and collect a one-time maintenance reserve contribution to be collected at the closing of the sale of each Unit to the end purchaser. No Unit shall be closed without collection of such contribution, if assessed. The Association, through its Board of Directors, may also determine to establish reserve accounts on an ongoing basis which may be a part of the Assessments.

2. USE OF CONTRIBUTIONS. The maintenance reserve contributions shall be used for repair, replacement and maintenance of common Property for which Reserves are either not available or have been depleted, for shortages in insurance premiums, casualty repair and replacement, and major or unexpected landscape replacement or upgrade in excess of insurance proceeds, and like items as shall be determined by the Board of Directors, in its sole discretion.

ARTICLE IX ASSESSMENTS

1. AUTHORITY. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

2. COVENANT TO PAY ASSESSMENTS. In order to fulfill the terms, provisions, covenants and conditions contained in this Article and this Declaration, and to maintain, operate, preserve and improve the Association's common Property for the recreation, use and benefit of the Association, Members and their guests, invitees, lessees and licensees, and to maintain and operate the stormwater Management system, there is hereby imposed upon each Member of the Association the affirmative covenant and obligation to pay the Association all assessments, including the Base Assessment, Special Assessment, Emergency Special Assessment and Individual Assessment. Each Member of the Association or Owner by acceptance of a deed or other instrument of conveyance conveying a Unit, and each Developer or Builder by acceptance of a deed or other instrument of conveyance conveying a Pod, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all assessments in accordance with this Article and this Declaration and each consents and agrees to the lien rights set forth hereunder.

The obligation for payment of all assessments shall commence as follows:

A. To a Class A Member when title to a Unit is conveyed to the Member

3. BASE ASSESSMENTS. Base Assessments, as defined in Article I, shall be determined annually for the purpose of maintenance and management of the Association and the Common Property and for the benefit of the Owners. Maintenance and management expenses referred to herein include, but are not limited to, the cost and expense of: operation, maintenance and management of the Association and the Common Property; property taxes and assessments against the Common Property; insurance coverage for the Common Property; legal and accounting fees; maintenance of the streets; management fees; patrol or limited access services; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; the creation of reserves which the Board of Directors may from time to time deem reasonably necessary and deferred maintenance of depreciable items ("Reserves"); and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

4. COMPUTATION AND COLLECTION OF BASE ASSESSMENTS. The Association shall annually estimate the expenses it expects to incur, and the period of time involved therein and assess its Members sufficient monies to meet this estimate. All Units shall be assessed at a uniform rate to be determined by the Association so that all Units subject to a Base Assessment shall be assessed equally. Provided that any Owner of a Reconfigured Lot shall pay a fractional assessment allocated on a pro rata basis to such fractional share of the Lot.

Should the Association at any time determine that the assessments made are not sufficient to pay the expenses, the Board of Directors shall have authority to levy and collect additional Base Assessments to meet such needs. Base Assessments shall be collectible in advance monthly, quarterly, semi-annually, or annually, as the Board of Directors shall determine. A Base Assessment shall be considered delinquent if not paid by the due date.

5. SPECIAL ASSESSMENT. The Association may levy a special assessment ("Special Assessment") against each Member for any of the following purposes: the acquisition of property by the Association; defraying the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair, or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be at a uniform amount for each Unit. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. When a Special Assessment exceeds TWO HUNDRED FIFTY (\$250.00) DOLLARS per Unit, it shall require the approval of the membership of the Association, to be obtained at a duly convened regular or special meetings at which a quorum exists and such meeting is called at least in part to secure this approval by an affirmative vote of no less than fifty one (51%) percent of the Members present in person or by proxy. Notwithstanding anything to the contrary herein contained, it is recognized and declared that any Special Assessment shall be in addition to and not part of any Base Assessment, any such Special Assessment against Members shall be paid by such Member in addition to any regular Base Assessments. Special Assessments shall be paid in such installments or in a lump sum as the Board of Directors shall, from time to time, determine.

6. EMERGENCY SPECIAL ASSESSMENTS. The Board of Directors may levy an emergency Special Assessment ("Emergency Special Assessment") when, in its sole determination, there is potential danger of damage to persons or property. Such assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs, or replacements to the Common Property. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments shall be collectible in such manner as the Board of Directors shall determine and in keeping with the schedule set forth in Paragraph 2 above.

7. INDIVIDUAL ASSESSMENTS The Association may levy and collect an individual assessment ("Individual Assessment") against a particular Unit for the cost of maintenance, repairs or replacements, within or without the Unit which the Owner thereof has failed to perform, removal of any improvement which has not received approval by the MC as provided in Article IV and which failure or refusal to perform has in the opinion of the Association, endangered or impaired the use, value or appearance of the Property. The Association has a right of entry onto each Unit to perform necessary maintenance, repairs, or replacements, including the right to abate or eliminate any nuisance or unapproved improvement. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be

determined, from time to time, by the Board of Directors in its discretion. All Individual Assessments shall be collectible in such manner as the Association shall determine but shall constitute a lien on the Unit in the same manner as the Base Assessments.

8. EFFECT OF NON-PAYMENT OF ASSESSMENT. All notices of assessments from the Association to the Members shall designate when the assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by Florida Law, from the date when due until paid. The assessment, together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against the Unit against which the assessment is made and shall also be the continuing personal obligation of the Owner of such Unit. If any assessment, or any installment thereof, shall not be paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the balance of the calendar year for which the assessment was made and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records of Duval County, Florida, setting forth the amount of the unpaid assessment and the rate of interest due thereon. The Association may at any time thereafter bring an action to foreclose the lien against the Unit, and/or a suit on the personal obligation of the owner. In the event the Association prevails in any such action, then there shall be added to the amount of such assessment the following: The cost of such action, interest on the assessment at the maximum rate, as above provided, and attorneys' fees incurred by the Association. Any successor in title to a Unit shall be held to have constructive notice of the records of the Association to determine the existence of delinquency in the payment of assessments.

9. CERTIFICATE OF ASSESSMENTS. The Association shall prepare a roster of the Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Owners and/or Members. At the request of an Owner and/or Member, the Board of Directors shall prepare a Certificate of Assessments (the "Certificate") signed by an officer of the Association, setting forth whether the owner's assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any assessment therein stated as having been paid or partially paid.

10. SUBORDINATION TO LIEN OF MORTGAGES. The lien for assessments for which provision is herein made shall be subordinate to the lien of any Institutional Mortgagee. such subordination shall, however, apply only to the assessments which have become due and payable prior to a final sale or transfer of the mortgaged Unit pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of a mortgage. No sale or transfer shall relieve any Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Any delinquent assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a Mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed among all of the non-defaulted owners. The written opinion of the Association that the assessment lien is subordinate to a mortgage lien shall be dispositive of any questions of subordination.

ARTICLE X MAINTENANCE

1. ASSOCIATION'S RESPONSIBILITY. The Association shall maintain and keep in good repair the common Property, including without limitation, the Stormwater Management System, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the common Property, including but not limited to drainage systems, recreation and open space, utilities, traffic control devices, the pedestrian system, all Streets, and such portions of any additional property included within the Common Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Provided however, the Association shall not be deemed to be a guarantor of any grass, shrubs, plants, or landscape, which if damaged, shall be replaced by the Association in accordance with its budget.

Except as otherwise specifically provided in Sections 2 and 3 of this Article, all costs associated with maintenance, repair and replacement of the Common Property shall be a common expense to be allocated as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the community-Wide standard subject, however, to prior written approval of city of Jacksonville if the property is owned by or dedicated to the public or the city of Jacksonville.

2. **OWNER'S RESPONSIBILITY.** Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to the Supplemental Declaration applicable to such Unit. Each owner shall maintain all sprinkler pipes and sprinkler heads which are part of the irrigation system located on each Owner's Unit, if any. Each owner shall maintain the entire driveway which services his or her Unit, any grass strip between the sidewalk in front of the Unit and the Street, as well as the mailbox which serves the Unit. When an owner's Lot is adjacent to a Common Area Lake, the Owner shall maintain the property to the edge of the water, irrespective of ownership. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the owner thereof as an Individual Assessment; provided, however, except when entry is required due to an emergency situation, the Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry.

3. **LAKE AND WATER LIABILITY.** NEITHER THE ASSOCIATION NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL OF ANY LAKE, POND, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTIONS OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS 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 TO THE QUALITY AND LEVEL OF THE WATER IN SUCH BODY.

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

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

ARTICLE XI SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management system 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 the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface Water or stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Any amendment to this Article which alters the surface Water or stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common properties, must have the prior approval of the St. Johns River Water Management District.

The St. Johns River Water Management District 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.

The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with the St. Johns River Water Management District permit no. 4-031-0229E requirements and applicable Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. 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 Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System including but not limited to work within retention areas, wetlands, drainage structures and drainage easements.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE XII BASEMENTS, COMMON PROPERTY, RIGHT OF ENTRY

1. OWNERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of this Section, each Owner shall have a non-exclusiveright and easement of enjoyment in and to the Common Property to share in common with all other owners, which easement shall be appurtenant to and shall pass with the title to each Unit.

2. EASEMENTS APPURTENANT. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Unit.

3. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby grants to the Association and the other persons and entities hereinafter set forth, and Declarant reserves unto itself and its nominees the right, on behalf of itself and the Association, to grantthe following exclusive and non-exclusive easements on, upon, over, across, through and under the Property as deemed to be in the best interests of and proper for the Property, including, but not limited to, easements in favor of the Declarant, the Association and District Associations, any designees of the foregoing, Members, Owners, and all their family members, guests, and invitees and lessees, and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

A. Easements to provide for installation, maintenance, service, repair of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting, or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed by the Declarant and/or approved by Declarant.

The Association (or such other entity as is indicated on the plats) are

1) Easements for the installation and maintenance of drainage facilities are granted to the City of Jacksonville and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting, or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed or approved by Declarant. The City of Jacksonville (and any other entity indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof.

2) The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees, and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

4. EMERGENCY RIGHT OF ENTRY. In case of any emergency originating in, or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right, but not the

obligation to enter such Unit for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

5. ADDITIONAL EASEMENTS. Association, shall have the right to grant such additional easements, including, without limitation, exclusive easements to private cable television service companies, electronic monitoring service companies, or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into between Declarant and any cable television service company, electronic monitoring company or other utility Company. Upon the termination of the Class B Member, the Association shall assume all existing agreements or contracts entered into between Declarant and any cable TV or electronic monitoring service or any utility company. The Association recognizes that such agreements benefit the Property and the Owners, and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Association will not unreasonably cancel such agreements.

6. RESTRICTION ON OWNER EASEMENTS. No Owner shall grant any easement upon any portion of the Property to any person or entity, without the prior written consent of the Association.

7. PUBLIC EASEMENTS. Firefighters, police, health, sanitation and other public services personnel and vehicles are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Property.

8. EASEMENTS FOR ENCROACHMENT. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion or of the Common Property adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting -of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Property or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

9. ASSOCIATION EASEMENT. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees, or independent contractors, shall have the rights, after reasonable notice to the Owner, to have access to a Lot during reasonable hours of any day. In the event of an emergency, such right of access shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees, or independent contractors such easements for ingress and egress, across the Lot as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the owner of the adjoining property (not within the Property) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its property to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

10. EXTENT OF OWNERS' EASEMENT. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The right of the Association, to borrow money for the purpose of maintaining or improving the Common Property.
- b) The right of the Association to take such steps as are reasonably necessary to protect the common Property against foreclosure.
- c) The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which any Assessment remains unpaid by that owner, and for any period during which such

owner is in violation of this Declaration, any of the rules and regulations, or any of the Traffic Regulations of the Association.

- d) The right of the Association to properly maintain the common Property.
- e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, utility water management or water control district, or other entity or person.
- f) Restrictions contained on any Plat, or filed separately, with respect to all or any portion of the Property.
- g) All of the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association and all Exhibits thereto, as same may be amended from time to time.

11. EASEMENT FOR ACCESS AND DRAINAGE. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management system for access to operate, maintain, or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE XIII [DELETED]

ARTICLE XIV INDEMNIFICATION OF OFFICERS, DIRECTORS, AND MEMBERS OF THE MODIFICATION COMMITTEE

Every officer of the Association, Director of the Association and member of the Modification Committee or any Committee appointed from time to time by the Board of Directors shall be indemnified by the Association against all expenses and liability, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer, director, or member, whether or not he is an officer, director, or member at the time such expenses are incurred, except in such cases wherein the officer, director or member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director, or member seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or member may be entitled.

ARTICLE XV INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE.

A. NAMED INSURED. All insurance policies upon the Common Property shall be purchased by the Association. The named insured shall be the Association. The policies shall provide that payments by the insurer for losses shall be made to the Association and any Mortgagee whose lien encumbers the Common Property, as their interests may appear.

Property and casualty insurance for all Units shall be issued by an insurance carrier licensed by the State of Florida upon purchase and maintained and paid for by the owner unless otherwise provided for by a Supplemental or District Declaration. Coverage limits and conditions shall be to the Association's

specification and the Owner shall provide proof of acceptable coverage to the Association, upon its request, at all times.

B. COVERAGE.

- 1) **Casualty Insurance:** All buildings and insurable Improvements on the Common Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.
- 2) **Public Liability Insurance:** The Association shall obtain public liability and property damage insurance covering all of the Common Property and Improvements thereon and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be \$500,000 each person, and \$1,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.
- 3) **Workmen's Compensation Insurance:** The Association shall obtain workers' compensation insurance in order to meet the requirements of law, as necessary.
- 4) **Flood Insurance:** The Association shall obtain flood insurance to meet the requirements of federal, state, or local law, or any regulation enacted pursuant to federal, state, or local law, as necessary.
- 5) **Other Insurance:** The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable, including, but not limited to, Directors' and Officers' liability insurance.
- 6) **Subrogation Waiver:** If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents, and guests.

C. PREMIUMS. Premiums for insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from members as part of the Base Assessment.

D. SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association, and any Mortgagee whose lien encumbers the Common Property, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association.

E. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

- 1) **Reconstruction or Repair:** If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the Members.
- 2) **Failure to Reconstruct or Repair:** If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Members. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association and should the Board of Directors or the Association determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.
- 3) **Certificate:** In making distribution to Members, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

F. ASSOCIATION'S POWER TO COMPROMISE CLAIMS. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE XVI RECONSTRUCTION OR REPAIR

1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Common Property shall be damaged by casualty, the damaged property shall be reconstructed or repaired unless it is determined by the Board of Directors of the Association that it shall not be reconstructed or repaired.
2. PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or if not then according to plans and specifications approved by the Declarant or by the Board of Directors of the Association after termination of Class B Membership.
3. ESTIMATES OF COSTS. Immediately after a determination is made to rebuild, replace, raise, or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors require.
4. SPECIAL ASSESSMENTS. The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.
5. CONSTRUCTION FUNDS. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments shall be held in a governmentally insured escrow account and disbursed for payment of the costs of reconstruction and repair in excess of the proceeds received from insurance coverage.
6. EQUITABLE RELIEF. In the event of major damage to or destruction of part of the Common Property and in the event the Property is not repaired, reconstructed, replaced, or rebuilt within a reasonable period of time, any owner shall have the jurisdiction in and for Duval County, Florida, for equitable relief.

ARTICLE XVII GENERAL PROVISIONS

1. DURATION AND REMEDIES FOR VIOLATION. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owner of any Unit and/or Members subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of twenty-five (25) years from the date this Declaration is recorded in the public records of Duval County, Florida. The covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the owners of fifty-one Percent (51%) of the Units as have then been subject to this Declaration, has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part, and otherwise, as permitted by Fla. Stat. § 720.403 et. seq.

Violation or breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Association or District Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, provided such proceeding results in a finding that such Member was in violation of the covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees before or at trial, on appeal, in bankruptcy or in post judgment collection incurred by Declarant and/or the Association in seeking such enforcement.

2. COMPLIANCE WITH APPLICABLE LAWS. In addition to these restrictions and covenants, the Owners shall abide by the laws, ordinances, rules and regulations of the State of Florida and Duval County.

3. NOTICE. Any notice required to be delivered to any Member under the provisions of this Declaration shall be deemed to have been properly delivered when mailed, postpaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing.

4. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

5. AMENDMENT.

A. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, in its sole discretion, may by an instrument filed of record, modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of this Declaration. Such amendments shall be subject to the prior approval required by any appropriate governmental agency.

B. Except as set forth in paragraph (A) above and as specifically set forth elsewhere in this Declaration, the process of amending or modifying this Declaration shall be as follows:

- 1) by the consent holding not less than fifty-one (51%) interests of the Members, together with
- 2) the approval or ratification of a majority of the Board of Directors of the Association.

The aforementioned consent of the Members may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof or their representative at any regular or special meetings of the Association called and held in accordance with the Bylaws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

1) Amendments for correction of scrivener's errors or other changes which do not materially affect Members' rights hereunder, may be made by the Board of Directors of the Association alone without the need of consent of any other person, including the Members.

2) Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant or the Association under this Declaration or any other of the Property's documents without specific written approval of such Declarant or Association affected thereby.

C. Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

6. PRIORITY OF DOCUMENTS. In the event of any conflict, the following documents shall control in the order stated: this Declaration and any amendments thereto, the Articles, the Bylaws, and the Rules and Regulations of the Association.

7. VENUE. The parties hereto agree that the venue for any action filed in appropriate courts regarding this Declaration shall be the state courts situated in Jacksonville, Duval County, Florida.

8. USAGE. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

9. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

10. RIGHTS OF INSTITUTIONAL MORTGAGES. Any Institutional Mortgagee shall have the following rights:

A. Inspection. During normal business hours and upon reasonable notice and in a reasonable manner, to inspect current copies of the Declaration, Articles and Bylaws, books, records, and financial statements of the Association; and

B. Financial Statements. Upon written request to the secretary of the Association to receive copies of the financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable uniform charge to defray its cost in providing such copies; and

C. Meetings. Upon written request to the Secretary of the Association, to receive notice and the right to designate a representative to attend all meetings of the membership of the Association who is entitled

to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

D. Notices. By written notice to the secretary of the Association and upon payment to the Association of any reasonable uniform annual fee that the Association from time to time may establish for the purpose of defraying its cost, any Institutional Mortgagee shall be entitled to receive any notice that is required to be given to the Class A Members of this Association under the Declaration, Articles or Bylaws. In addition, any Institutional Mortgagee, by giving written notice to the Association, shall be entitled to written notice of (i) any condemnation or casualty loss affecting the material portion of the Property or any Unit covered by its first mortgage; (ii) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of a Unit encumbered by its Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specific percentage of Institutional Mortgagees.

E. Collection of Assessments. No Institutional Mortgagee shall be required to collect assessments in connection with its mortgage.

11. NOTICES. Any notice required to be sent to any Owner or the Declarant or Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid to the last known address of the person who appears on the record of the Association at the time of such mailing. Notices to the Association shall be sent in the manner described to the registered office of the Association.

12. LITIGATION. No judicial, arbitral, statutory, or administrative litigation proceedings shall be commenced or prosecuted by the Association unless the same be approved by a vote of the Owners of fifty-one percent (51%) of the Units at a general meeting which was duly noticed and at which a quorum is present. This section shall not apply to an action brought by the Association to enforce the provisions of this Declaration including, without limitation, (i) foreclosure of lien; (ii) imposition of assessments as provided; (iii) proceedings involving challenges of ad valorem taxation; (iv) enforcement of architectural review provision or use restrictions; or (v) counter-claims brought by the Association or District Association or proceedings instituted or defense of any action brought against the Association or District Association. Notwithstanding the provisions of this section, this section shall not be amended unless such amendment be made by the Declarant and approved by the percentage votes pursuant to the same procedures as is necessary to institute proceedings as provided above.

13. DISCLAIMER OF LIABILITY.

A. General Provisions. Notwithstanding anything contained herein, in the Articles, Bylaws, rules or regulations of the Association or any other document governing or binding such Associations (jointly referred to herein as "Association Documents"), neither Declarant nor any Association shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, owners, tenants, their families, guests, invitees, agents, servants, contractors or subcontractors, or for any property of such persons.

B. Specific Provisions. Without limiting the generality of the foregoing:

- 1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association or a District Association and which govern or regulate the use of this Property, have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.
- 2) Neither Declarant, the Association, nor a District Association is empowered, nor have they been created, to act as an entity which enforces or insures compliance with the laws of the United States, the State of Florida, the County, or any other jurisdiction, or which prevents tortious or criminal activities.
- 3) The provisions of the Association Documents setting forth the uses of Assessments which may relate to health, safety or welfare shall be interpreted and applied only as to limitations of such funds and not in creating a duty of the Association or District Associations or Developer to protect or further the health, safety or welfare of any person, even if such funds are used for such purpose.
- 4) These covenants are for the benefit of the owners and the Association and there shall be no third-party beneficiaries thereof.

C. Owner Covenants. Each Owner, his heirs, successors and assigns by virtue of his acceptance of title to his Unit and each other person or entity having an interest in or lien upon or making use of any

portion of the Property by virtue of accepting such interest or lien or by making use thereof, shall be bound by this Declaration and shall be deemed to automatically waive any and all rights, claims, demands, and causes of action against Association arising from or connected with any matter which the liability of the Association has been disclaimed in this Declaration.

D. Limited Access/Roving Patrols. The Association may, in its sole discretion, determine to establish certain procedures with respect to access and operation of the Property including, without limitation, the installation of a limited access gate or the use of roving patrols. Such procedures or services may be amended or changed from time to time by the Association as its Board of Directors determines, in its sole discretion. As a part of any of the assessments, each owner will be obligated to pay a portion of the expenses for maintaining such services.

No representation, guarantee, or warranty is made, nor assurance given that any limited access system or the presence of roving patrols or procedures for operation of the Property will present personal injury or damage to or loss of property. Neither the Declarant nor any Association shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property regardless of whether it is due to failure of the limited access system, roving patrols or procedures for operation adopted from time to time.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

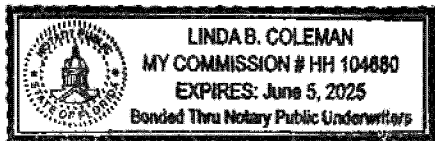
Patricia Vail
(Print name PATRICIA VAIL)
1941 Mayport Rd., Atlantic Beach, FL 32233
Deborah Herrera
(Print name Deborah Herrera)
1941 Mayport Rd., Atlantic Beach, FL 32233

POINT ST. JOHNS COMMUNITY
ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation
Elizabeth Touchton
By: Elizabeth Touchton
Its: President

Attest By:
David Schoenbrun
By: David Schoenbrun
Its: Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

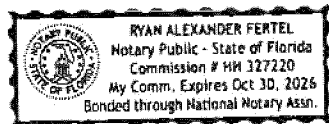
The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this 1 day of September, 2023, by Elizabeth Touchton, as President for the Point St. Johns Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or provided () _____ as identification, and who did take an oath.



Linda B. Coleman
(Print Name Linda B. Coleman)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this 21st day of September, 2023, by David Schoenbrun, as Secretary for the Point St. Johns Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or provided (x) FL D.L. as identification, and who did take an oath.



Ryan Fertel
(Print Name Ryan Fertel)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. HH 327220
My Commission Expires: 10/30/26