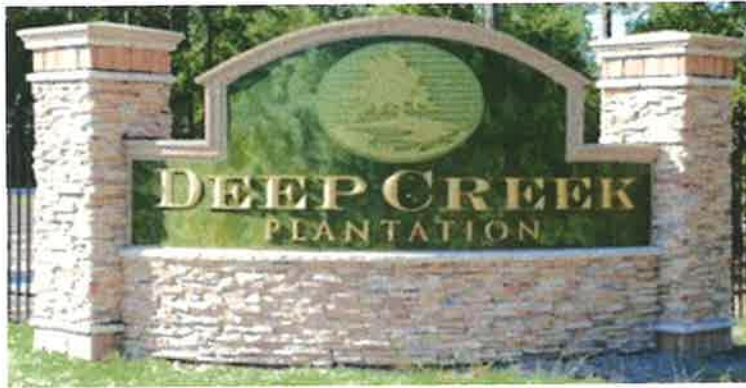




Deep Creek Plantation Owners Association, Inc.

November 15, 2025 Meeting Packet

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Prepared by Elim Services for the Board of Directors and Owners



Deep Creek Plantation Homeowners Association, Inc.

www.ElimServices.com 1941 Mayport Road, Atlantic Beach, FL 32233 (904) 241-8886



NOTICE OF BOARD BUDGET MEETING AND SPECIAL MEMBERSHIP MEETING WITH AGENDA

NOTICE IS HEREBY GIVEN, in accordance with the Bylaws of Deep Creek Plantation Homeowners Association, Inc., that there will be a meeting of the Board of Directors to adopt the 2026 Operating Budget. Immediately Following is a special meeting of the Owners to review, vote, and approve proposed changes to the association governing documents. The meeting is to be held at the following date, time, and place:

Date: 11-15-25

Time: 10:00 AM

Place: Deep Creek Plantation at the Southside lake and gazebo area (Turn off Ingle Road)

This is an in-person meeting and we encourage you to attend. If you are not able to attend in person, please turn in your proxy in advance to Elim Services or a Board Member.

AGENDA – BOARD MEETING

1. Call to order and Determination of Quorum
2. Review minutes from previous board meeting.
3. Brief Financial Update (Deesa/Dayn)
4. Review Proposed Operating Budget for 2026
5. Board Vote to Adopt 2026 Operating Budget
6. Brief Committee Updates (if any)
 - ARB, Rules Enforcement, Planning, Maintenance, et al.
7. New Business (if any)
8. Brief Open Forum (Owners may ask questions or comment on any agenda item.- 3 minute limit – If we can answer immediately we will, otherwise we'll be happy to research and get back with you.)
9. Adjournment and immediately move to the Special Membership Meeting

AGENDA – SPECIAL MEMBERS MEETING

10. Call to order and Determination of Quorum of Members (in person or by proxy)
11. Review Purpose of Amendments (Board)
12. Process and Explanation of Limited Proxy (Deesa)
13. Open Forum for Owner Discussion
14. Adjournment



Board Meeting Minutes – 04-05-2025

1. Call to order. The meeting was held at the Maxville Library. Meeting notices posted and proof of notice is on file.
 - Board members present: Chris King, Teresa Hyer, Shawn Woolery, Katie Adams
 - Board Members absent: n/a
 - Deesa Armstrong represented Elim Services.
 - Owners Present – Julie Woolery, Tom Dudley, Rob Adams

Meeting was called to order at 10:30 am with a quorum established with all BOD present.

- **Minutes approval:** The board approved the minutes from the October 2024 meeting.
- **MRTA:** Deesa reviewed the MRTA guidelines in accordance with FS chapter 712.
- **Maintenance report:** Chris thanks the community volunteers for working on the bridges.
 - Fence repairs are needed – Chris discussed a proposal from May fencing.
 - Terre motioned / Shawn seconded to approve up to 10.5k - motion passed All In Favor
 - Shawn motioned / Katie seconded - Mailbox will be moving to Champion Way. Terre recused herself and the motion passed All In Favor.
- **ARB committee report:** Shawn asked Deesa to send a notice to the community requesting ARB Committee volunteers. Deesa will send the application form as well.
 - Shawn motioned / Terre seconded – removing K. Arnold from the committee. – motion passed All In Favor – and the board thanks him for his time.
 - Shawn motioned / Chris seconded – adding Terre Hyer to the committee – motion passed All In Favor.
- **ARB and DCRE Revisions:** The ARB committee and board is continuing to work through the documents and implement the feedback from Tankel Law for updating the community governing documents – all owners are encouraged to attend one of the meetings and provide input.
 - updating covenants and ARB guidelines due to legal changes and community interest
- **Secretary report:** Terre reported that a new newsletter would be sent soon.
 - The board wants to encourage community participation.
- **Other Business:**
 - Creation of a Rules Enforcement Committee for Deesa to send draft compliance letters to be reviewed (Rob Adams to lead)
 - Establish a Special Events Committee (Katie to lead)
 - Katie will continue to maintain/update the DCP website.
 - The Annual Members Meeting and Election of the Board will be held on 12/14/24
- There being no further business, the meeting was adjourned.
- Upcoming Meetings: 4/9/25 Closed meeting with Legal Counsel

PROPOSED DEEP CREEK PLANTATION OWNERS ASSOCIATION, INC.

OPERATING BUDGET - 109 lots

JANUARY 1, 2026 - DECEMBER 31, 2026

	2025 APPROVED BUDGET	2025 ACTUAL / PRORATED	2026 PROPOSED BUDGET	Notes
<u>INCOME</u>				
Assessments	\$218,000	\$218,000	\$218,000.00	no proposed increase
TOTAL INCOME	\$218,000	\$218,000.00	\$218,000.00	
<u>EXPENSES</u>				
<u>ADMINISTRATIVE</u>				
Bad Debt Expense	208	0	0	
Collection Expenses	50	35	0	NOLA
Accounting Fees	200	180	185	
Professional Fees	0			
Legal Fees	3,000	2950	3500	
Corporate Annual Report	80	61.25	61.25	Sunbiz filing
Management Contract	12,600	12,600	12,984	3% request
ARB expense	750	150	0	
Postage	500	428	500	actual usage only
Office Supplies				we don't charge
Website	600	690	650	
Insurance	15,000	17116.07	18000	
Taxes	1,500			
Finance Charges				
Annual Invoices	500	394	500	coupon books
Google Workspace	1,000	1000	0	?
TOTAL ADMINISTRATIVE	35,988	35,604	36,380	
<u>OPERATING</u>				
Electricity	11,000	11088	11500	(Lighting/Gates)
Landscaping Contract	25,000	25000	29120	4-R - proposals?
Landscaping Enhancements			2000	
Lake Maintenance	2,500	2244	2500	Lake Doctors
Phone/ Fax/ Internet	2,500	4500	5000	
General Maintenance	43,700	23300	30000	(See Breakout Below)
Gate Repairs	1,200	1512	2000	(Belts, Batteries, Etc.)
Gate Service	2,193	2439	3000	IAS
Work Party Expense	2,000	488.91	1500	
Non-Statutory Reserves	87,200	87200	95,000	Deferred Maintenance "Savings"
TOTAL OPERATING	177,293	157,772	181,620	
TOTAL EXPENSES	213,281	193,376	218,000	goal is zero sum allocation

	2,024		2025		2029		2034		2044		2054	
	1 Yr.	2 Yr.	2 Yr.	5 Yr.	5 Yr.	10 Yr.	10 Yr.	20 Yr.	20 Yr.	30 Yr.	30 Yr.	Total
Pooled Reserve Fund Forecast												
Pooled Reserve Current Year Contributions	87,200	87,200	87,200	261,600	436,000	872,000	872,000	1,483,457	1,483,457	2,800,000	2,800,000	3,151,500
Pooled Reserve PY Balance	104,957	80,657	80,657	138,857	365,457	796,457	796,457	1,483,457	1,483,457	2,800,000	2,800,000	3,151,500
Deduction from breakout below	-111,500	(29,000)	(29,000)	(35,000)	(5,000)	(185,000)	(185,000)	(444,543)	(444,543)	(889,086)	(889,086)	(1,000,000)
Total Pooled Reserve at the End of Year	80,657	138,857	138,857	365,457	796,457	1,483,457	1,483,457	2,800,000	2,800,000	5,600,000	5,600,000	6,351,500
Pooled Reserve Breakout (30 Yr. Forecast)												
• Drainage (Deacon Road) (Estimate)	85,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	110,000
• Entrance gates (10 year life)	18,000											98,000
• Fencing (472 Panels, chain)	3,500											143,500
• Bridges												1,500,000
• Private roads (20 year life)	5,000											1,200,000
• Sign Frontage (post/curbing)		10,000										70,000
• Storage Bldg. For HOA		14,000										30,000
• Mailbox												30,000
Total	111,500	29,000	29,000	35,000	5,000	5,000	5,000	185,000	185,000	369,000	369,000	3,151,500
General Maintenance Forecast												
MAINTENANCE BREAKOUT (30 Yr. Forecast)												
• Entrance gates	5,000	1,200	1,200									6,200
• Fencing	4,000	5,000	5,000									13,000
• Bridges (Inspection/Load Rating/Repairs)	6,000	15,000	15,000									21,000
• Private roads (includes Access roads)	2,500	10,000	10,000	100,000	250,000	100,000	100,000	100,000	100,000	100,000	100,000	462,500
• Swale, Emergency Drainage Maint.		2,500	2,500									15,000
• Sign Frontage	500	5,000	5,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	9,500
• Mailbox	18,000	43,700	43,700	101,000	263,000	101,000	101,000	101,000	101,000	3,000	3,000	527,200

\$2000.00 Annual Assessment per lot. \$500.00 due quarterly.

Beginning January 1, 2026, Payments are due on the 1st of each quarter and late on the 15th of each quarter.

Accounts more than 90 days delinquent will be forwarded to an attorney.

A copy of the Governing Documents is available online at www.ElimServices.com and a copy of the Financials are available upon request at no charge.

Section 7.3. from the Declarations - Covenants

3. If payment is not received by the 30th day after the payment became due, the account is delinquent and an administrative late fee of \$25.00, or FIVE (5%) percent of the amount of each installment that is paid past the due date is charged.

Beginning on the 30th day after the payment became due, the interest accrues at the rate of EIGHTEEN (18%) percent per year. (Section 720.3085, Fla. Stat. 2011)

Adopted by the Board of Directors at their budget meeting held on _____

If you have any questions regarding your assessment, please contact your management company:

Elim Services, Inc.

AR@ElimServices.com

(904) 241-8886



October 30, 2025

Dear Owner,

We have good news!

The board of directors and owners attending board meetings over the past year (or more) have collaborated on amendments to clarify and update the language in the community governing documents.

The current language is outdated and unclear causing difficulty in contracting with vendors and if left uncorrected, will require large assessment updates to the community HOA fees.

We are scheduling a special membership meeting on November 15th to review the amended language. We encourage you to read the enclosures and reach out to the Board or Elim with any questions on the updates.

Voting IN FAVOR of these amendments will provide the following benefits:

- Updated organization to make implementation easier
- Updated to align with Municipal Ordinances and existing legal documents
- Protecting the fiscal stability of the Association
- Remove requirements that are not currently enforced
- Add changes requested by owners

As a good neighbor, we know you desire for your community to remain secure and well maintained. We ask that you vote IN FAVOR of these items and return the Limited Proxy enclosed in this mailing. (You can bring it to the meeting in person, give to a board member, or return to Elim Services.)

This Limited Proxy will function as the Ballot for this initiative. It is important that all owner respond. Further instructions will be provided at the meeting and please email Elim with any questions.

We look forward to working together in the continuing effort to keep Deep Creek Plantation beautiful and well maintained. We couldn't have done this without you! Your support for the neighborhood is greatly appreciated.



Sincerely,

Deesa Armstrong

Deesa Armstrong, CAM

Elim Services, Inc. for

Deep Creek Plantation Owners Association, Inc.

Office 904-241-8886 / Deesa@ElimServices.com



Instructions for Completing Limited Proxy/Ballot

The Purpose of the Limited Proxy

The “BALLOT” for this is in the enclosed **Limited Proxy**. The community is seeking to gather votes from **all** members. The amendments require 67% of the owners to approve in order to become effective.

Voting Procedure

Owners are encouraged to participate in the voting process to ensure that their opinions are represented in the final decision. The voting procedure is as follows:

- Each household is entitled to one vote.
- Votes can be returned:
 - in person at the upcoming members meeting
 - submitted in advance to Elim Services: Deesa@ElimServices.com
 - handed directly to a Board Member.
 - (You can technically mail it back, but we do not recommend that approach.)

Instructions

The Limited Proxy/Ballot has THREE (3) Groupings of Amendments to make voting more streamlined. The simplest way is to vote for each grouping as a whole. However, if you choose, you are permitted to vote for each amended section separately. You can list each of the 30 changes (Section numbers) on a separate paper and vote YES or NO on them 1 by 1. In other words, you could choose to only vote for specific revisions if you choose to do so.

The groupings are as follows:

1. Changes needed with NO AFFECT to the Overall Community – mark YES to approve the change.
2. Changes NEEDED TO ALIGN with Municipal Ordinances and Existing Legal Documents. – mark YES to approve the change.
3. Independent Changes – Stand Alone Approvals Needed. -- mark YES to approve the change.

Please reach out to Elim Services with any questions on this process.



Sincerely,

Deesa Armstrong

Deesa Armstrong, CAM

Elim Services, Inc. *for*

Deep Creek Plantation Owners Association, Inc.

Office 904-241-8886 / Deesa@ElimServices.com

LIMITED PROXY

The undersigned, owner(s) or designated voter of Lot _____ (address), in Deep Creek Plantation Owners' Association, Inc. appoints the Secretary of the Board of Directors, or _____ (if you desire, write in the name of your proxy holder) as my/our proxyholder to attend the Meeting of the Members, to be held on November 15, 2025 at 10:00AM, located at Deep Creek Plantation's Southside Lake Gazebo (turn off Ingle Road) . The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

LIMITED POWERS I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1) Approve amending Sections 5.4.2.3, 6.1., 6.3.2., 6.3.4., and 9.3.3. of the Declaration. See proposed amendments included within mailing.

_____ YES _____ NO

2) Approve amending Sections 10.5.1., 10.5.2., 10.5.3., and 12.2. of the Declaration. See proposed amendments included within mailing.

_____ YES _____ NO

3) Approve amending Sections 10.1.1., 10.1.2., 10.2., 10.3., 10.3.1., 10.3.2., 10.3.3., 10.4., 10.4.1., 10.4.2., 10.4.3., 10.4.4., 10.4.5., 10.4.6., 10.5.5., 10.5.11., 10.5.12., 10.5.13., 10.5.14., 10.5.16., and 10.5.19. of the Declaration. See proposed amendments included within mailing.:

_____ YES _____ NO

Dated: _____, 2025.

SIGNATURE(S) OF OWNER(S)

PRINT

THIS PROXY IS REVOCABLE BY THE OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL RECESS THEREOF. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

**PROPOSED AMENDMENTS TO THE DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS OF
DEEP CREEK PLANTATION**

The following are proposed amendments to the Declaration of Covenants, Restrictions and Easements for Deep Creek Plantation Owners' Association, Inc., originally recorded at Official Records Book 1483, Page 1759 in the Public Records of Nassau County, Florida, and as subsequently amended.

New Wording Underlined; Deleted Wording Stricken Through (Except when proposed amendment involves substantial rewording)

Proposed Amendment to Article 5, Section 5.4.2.3 of the Declaration as follows:

5.4.2.3. Easement for access and drainage. DCPOA 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, DCPOA 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, DCPOA 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 vegetation buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Proposed Amendment to Article 6, Section 6.1 of the Declaration as follows:

6.1. Architectural Review and Approval. No residential building or appurtenant structure, nor any landscaping, improvements or structures of any kind, including without limitation, any building, fence, wall, screen enclosures, sewers, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed, or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by DCPOA. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or DCPOA. It shall be the obligation of each Owner to ~~supply two (2) sets~~ one (1) PDF set of complete plans and specifications to the Architectural Review Board ("ARB") of DCPOA, and no plan or specification shall be deemed approved unless a written approval is granted by ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within sixty (60) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Proposed Amendment to Article 6, Section 6.3.2 of the Declaration as follows:

6.3.2. To require submission to the ARB of ~~two (2) complete sets~~ one (1) complete PDF set of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria. An Owner has 30 days from the date of a decision or denial to submit a written appeal to the ARB. The ARB will make a decision on this appeal within 30 days of receipt.

Proposed Amendment to Article 6, Section 6.3.4 of the Declaration as follows:

6.3.4. To adopt and impose a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. The fee schedule shall be structured for major improvements and minor improvements, to facilitate compliance, community cooperation and efficient management. Such fees, if any, shall be payable to DCPOA, ~~in cash~~ at the time that plans and specifications are submitted to the ARB.

Proposed Amendment to Article 9, Section 9.3.3 of the Declaration is as follows. Substantial rewording. See governing documents for current text:

9.3.3. Each Owner shall participate in any required solid waste recycling program instituted by DCPOA or Nassau County. Solid waste and recycling receptacles shall be stored behind a service wall or directly behind the house and not be visible from the road frontage on non-waste/recycle collection days.

Proposed New Amendment to Article 10, Section 10.1.1 of the Declaration as follows:

10.1.1. Storage on Vacant Lots. Vacant Lots (without a detached building and/or residence), or an approved ARB application, may not be used as a storage location for trailers, recreational vehicles, boats, or other items.

Proposed New Amendment to Article 10, Section 10.1.2 of the Declaration as follows:

10.1.2. Rentals. No Lot or residence may be rented for a period of less than 6 (six) consecutive months and no more than 3 times in a calendar year. Vacation rental or transient rental occupancy is strictly prohibited. Only entire Lots/residences may be leased, no subletting is permitted, no per-room leasing is permitted, and no occupancy is permitted upon a Lot outside the single-family residence.

All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, applicable rules and regulations, or any other agreement, document, or instrument governing the Lot or Property. This shall include the failure to properly maintain landscaping and the exterior appearance of the property. The Owner of a leased Lot shall be jointly and severally liable with the Owner's Tenant for compliance with the governing documents and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional acts or omissions of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Owner shall provide a copy of the governing documents of the Association to the Tenant prior to the Tenant's occupation of the Lot.

These requirements for minimum leasing terms shall be effective immediately upon recording of this Amendment to the Declaration, however, a temporary one-time exception is hereby granted for the present term of any current written lease or occupancy agreement as of the date of recording this amendment to the Declaration to allow the longer-term minimum requirement take effect upon the expiration, or renewal of the present term of any such lease or occupancy agreement.

At least 15 days prior to the date of the Tenant's right to occupy a Lot, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of the Tenant's family members or others that will occupy the Lot, and (b) provide the Association with a true, correct and complete copy of the lease agreement. The Association shall have the right to demand and shall receive from an Owner or their Tenant a copy of any such written lease

or occupancy agreement within 15 days of delivery of a written demand to verify its terms. In the event an Owner or their Tenant fails to comply with the foregoing, such lease shall be null and void and no further force or effect, and Owner shall be in violation of the Declaration.

The Board of Directors of the Association may adopt reasonable rules and regulations to identify further occupancy arrangements for which the leasing regulations stated herein shall be applicable.

Proposed Amendment to Article 10, Section 10.2 of the Declaration as follows:

10.2. Common Area. The Common Area shall be used solely for roadways, drainage facilities serving the Lots, and for recreation or open space purposes consistent with such limitations and allowances as specified in the conservation easement. ~~Except for pre-existing structures and replacements thereto located upon Tract J (Operations and Maintenance), no residential dwellings or appurtenance structures shall be constructed within any portion of the Common Area.~~ No residential dwellings shall be constructed on Tract J (Operations and Maintenance) or within any portion of the Common Area. Accessory structures may be considered for placement within the Common Area as long as placement of the accessory structures does not impact the view and use of Common Area by the residence of DCPOA. Specific placement of an accessory structure must be approved by the DCPOA Board of Directors.

Proposed Amendment to Article 10, Section 10.3 of the Declaration as follows:

10.3. ~~Living Area.~~ Single Family Residence. Each detached single family residence constructed upon a Lot shall contain a minimum of ~~one thousand seven hundred (1700)~~ two thousand fifty (2250) square feet of heated and air conditioned living area, with the right reserved in and to the ARB to grant up to EIGHT (8) EXCEPTIONS, by Variance, within the Property to those specific Lots where a detached single-family residence may be built to accommodate and enhance size or other particular features of that Lot, but in no event shall any residential Dwelling be less than one thousand two hundred (1200) square feet.

Proposed New Amendment to Article 10, Section 10.3.1 of the Declaration as follows:

10.3.1. Barndominiums, Modular Homes, and Cargo Container Buildings. Barndominium style buildings (barn-like structure with full or partial living areas), modular homes, and cargo container buildings of any kind are strictly prohibited.

Proposed New Amendment to Article 10, Section 10.3.2 of the Declaration as follows:

10.3.2. Recreational Vehicles, Tents or Other Living Structures. Except as noted in Section 10.4. and Section 10.5.6., no person shall be permitted to reside on any Lot within the community in a recreational vehicle, tent, or other temporary living structure prior to the submission of a residential build application and subsequent approval by the Architectural Review Board (ARB). The placement of any RV, tent, or other living structure on the Lot, must be behind the proposed residential dwelling and away from any street frontage.

Once ARB approval has been granted, the occupancy of a Lot in a temporary living arrangement shall not exceed 365 consecutive days from the date of such approval, during which time the construction of a permanent single-family residence must be actively underway.

Proposed New Amendment to Article 10, Section 10.3.3 of the Declaration as follows:

10.3.3. Outbuilding and Structure Siding. Outbuildings with aluminum siding are strictly prohibited. Exterior steel siding detached buildings & structures with an engineered poured concrete foundation/footings are permitted as long as the exterior steel siding (26-gauge steel) has the same appearance and color as the primary residence. The steel outbuilding windows and doors must also match the style and design of the primary residence. See ARB guidelines for complete specifications.

Proposed Amendment to Article 10, Section 10.4 of the Declaration is as follows. Substantial rewording. See governing documents for current text:

10.4. Detached Buildings & Structures. All below items are subject to additional requirements which are located within the ARB guidelines.

Proposed New Amendment to Article 10, Section 10.4.1. of the Declaration as follows:

10.4.1. Accessory Buildings. ARB approval is required before construction of any accessory building. All accessory buildings are for the exclusive use of the applicable Lot Owner, and such Owner's family, guests, or domestic help, and in no event shall any of these structures be leased to any party, nor may any of these buildings or parts thereof be separated in ownership from the Lot Owner by any means or method including partition. Any accessory buildings or structures designed for horses or other permitted animals shall not, under any circumstances, be converted to accommodate human occupancy.

Proposed New Amendment to Article 10, Section 10.4.2. of the Declaration as follows:

10.4.2. Detached Building or Garage. A detached garage may be constructed on a Lot prior to or after construction of the main dwelling thereon. If constructed prior to the main dwelling, an approved ARB application is required for both the main dwelling and the detached garage prior to the start of construction. If the detached garage is constructed prior to the main dwelling, both structures must be completed within 365 days of the ARB approval.

Proposed New Amendment to Article 10, Section 10.4.3. of the Declaration as follows:

10.4.3. Pumphouse or Shed. Exterior finishes must match those of the primary residence. Pumphouses and sheds are permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction.

Proposed New Amendment to Article 10, Section 10.4.4. of the Declaration as follows:

10.4.4. Animal Structures. Chicken coops, dog kennels, and horse barns must be located at least 25' from any Lot boundary, behind the main dwelling, and away from any street frontage. All exterior finishes must match the primary residence.

Poultry coops & runs, dog kennels, and horse barns are permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction. Additional requirements are outlined in 10.5.16. Horses.

Proposed New Amendment to Article 10, Section 10.4.5. of the Declaration as follows:

10.4.5. Greenhouse. A greenhouse is permitted with an ARB submission. A greenhouse is permitted with requirements listed within the ARB guidelines. An ARB application must be submitted and approved prior to construction.

Proposed New Amendment to Article 10, Section 10.4.6. of the Declaration as follows:

10.4.6. Pole Barns & Lean-To Structures. These structures are permitted with an ARB submission and approval. Pole Barns and Lean-To structures are permitted to be built prior to the building of a primary residence, however, an approved ARB submission for a primary residence must be obtained before the approved Pole Barn or Lean-To structure can be built.

Proposed Amendment to Article 10, Section 10.5.1 of the Declaration as follows:

10.5.1. Front. No dwelling shall be erected within one hundred (100) feet of any front Lot boundary without a variance from the ARB and any applicable governmental requirements. The front residential boundary is the portion of the Lot contiguous to the Roadway or on a corner Lot, the longest continuous frontage. Lots 92 & 93 have a 35' front setbacks.

Proposed Amendment to Article 10, Section 10.5.2 of the Declaration as follows:

10.5.2. Side. No dwelling shall be erected within twenty-five (25) feet of any side Lot boundary. Lots 92 & 93 have a 25' setbacks.

Proposed Amendment to Article 10, Section 10.5.3 of the Declaration as follows:

10.5.3. Rear. No dwelling shall be erected within fifty (50) feet of any wetland or wetland buffer boundary shown on the plat, without a variance from the ARB and any applicable governmental requirements. Lots 92 and 93 have a 25' setbacks.

Proposed Amendment to Article 10, Section 10.5.5 of the Declaration as follows:

10.5.5. Measurement of Setbacks. All setbacks shall be measured from the exterior wall of the dwelling or accessory structure to the applicable Lot boundary.

Proposed Amendment to Article 10, Section 10.5.11 of the Declaration. Substantial rewording. See governing documents for current text:

10.5.11. Trees. Except for invasive or exotic species, and pine trees other than Longleaf Pine species, no trees or shrub with a trunk diameter greater than eight inches (8.0" d/BH), measured four and one half feet (4.5') above the ground, shall be cut down, destroyed, or removed from any Lot UNLESS it is within the foundation footprint of the residence, driveway, or a detached structure, without the prior written consent of the ARB. If a tree is damaged or diseased or could damage any personal property it can be removed without ARB approval. All trees and debris burned on a Lot must follow Nassau County fire safety guidelines.

Proposed Amendment to Article 10, Section 10.5.12 of the Declaration. Substantial rewording. See governing documents for current text:

10.5.12. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, ~~unless approved by the ARB.~~

Landscaping. A landscape plan including the sod/grass requirements must be submitted with the ARB residential build application.

Gardens. A garden is permitted with an ARB application following the ARB guidelines.

Decorative Landscape Objects. Any decorative landscape object (including statues, windmills or other items exceeding 4' in height or longer than 4') or any other installed object visible from any street view greater than 4' x 4', must be approved by the ARB.

Flag Poles are allowed per State of Florida Statutes.

Clothes Lines are allowed on the property; however, they cannot be seen from the road frontage, from neighboring properties or common areas.

Proposed Amendment to Article 10, Section 10.5.13 of the Declaration as follows:

10.5.13. Signs. Other than a “For Sale,” “For Rent,” house number, and/or street address sign, no sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by DCPOA. The aforementioned signs must not exceed 4 (four) square feet. Signs advertising commercial functions or uses on Lots are specifically prohibited.

Proposed Amendment to Article 10, Section 10.5.14 of the Declaration as follows:

10.5.14. Lighting. No lighting shall be permitted on any Lot which alters the residential character of the Subdivision. Lighting emitted from your property must not be intrusive or cause disturbance to neighboring properties ensuring that it does not interfere with the comfort and privacy of others.

Proposed Amendment to Article 10, Section 10.5.16 of the Declaration as follows:

10.5.16. Horses. Subject to applicable Law, the Owner shall be permitted to maintain a horse or horses [all domesticated equine variants, including burros, donkey or other asses, mules and all pony or ponies without distinction as to size or variety are generally referred to as a “horse”] on a Lot in accordance with the following schedule:

up to 2 ac gross buildable area 2

up to 5 ac gross buildable area 3

up to 7 ac gross buildable area 4

10 ac or greater gross buildable area 6

No more than 6 horses may be kept at any time on any Lot. Subject to applicable law, barns or horse stalls shall be set back from the property line(s) of adjoining Lot(s) by at least thirty-five (35') feet. Any structure designed to shelter or store horses or their equipment must be approved by the ARB prior to placing horses on the Lot.

Proposed Amendment to Article 10, Section 10.5.19 of the Declaration as follows:

10.5.19. Other Animals. Except as provided above, no other animals may be kept in outdoor management or in any facility except within a residential dwelling. There will be no outdoor keeping of non-native fish, toads or other non-native species, and no live release of any such species in any form or stage of its life, in or to the natural environment of or around the Property. The outdoor keeping of goats, rabbits, geese, non-native fish, swine, toads, or any other domesticated Aves (including, but not limited to Turkey, Parrots, Macaws, Peacock, Ostrich, or Rhea) is prohibited. Birds kept as pets shall be caged and kept within the residential dwelling. There shall be no indoor or outdoor keeping of any variety of snakes or reptiles, whether they are exotic pets or native species. Poultry (specifically, Chickens, Guinea Hens and Ducks) are permitted if raised for personal use. Breeding and all commercial uses are prohibited. Male chickens (Roosters) are prohibited. Poultry are not allowed to roam free and must be contained in a permeant coop and run. No more than 10 poultry are allowed on any Lot.

Plans for a coop and run must be submitted and approved by the ARB before placing poultry on your Lot.

Proposed Amendment to Article 12, Section 12.2 of the Declaration as follows:

12.2. Easement for Ingress and Egress Over Common Trails. All Owners and their guests and invitees, holders of mortgage liens on any portion of the Property and such other persons as the DCPOA may designate from time to time, shall have the nonexclusive and perpetual right of ingress and egress over the trail areas more particularly described on the Plat (the Common Trails). The Common Trails are part of the Common Area.

Ingress and egress to the Common Trail, to the lake, and gazebo is restricted to pedestrian, equestrian, Off Road Vehicles (ORV), golf carts, bicycles and vehicular traffic only, and such further rules and regulations DCPOA including those arising under or by reason of applicable law, regulations or permit conditions. Ingress and egress for the three river trails is governed by a Conservation Easement agreement with St. Johns River Management. Ingress and egress to these three trails originating at (Dunroven Drive, Bullock Bluff, or Charlemagne) is restricted to hikers, pedaled bicycles, horseback riders and All-Terrain Vehicles (ATV) only.

To the extent that additional lands are made subject to this Declaration pursuant to Section 3.3 hereof, the easement granted hereby may be expanded to include additional Common Trails by specific reference thereto contained in one or more Supplementary Declarations referenced in Section 3.3 hereof.

[END OF AMENDMENTS]