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**5 MIN. RETURN**

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF FAIRWAY VILLAGE**

**PREPARED BY AND RETURN TO:**

James Mancuso, Esquire  
James Mancuso & Associates, P.A.  
555 Winderley Place, Suite 129  
Maitland, Florida 32751

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS OF FAIRWAY VILLAGE**

**THIS DECLARATION** is made and entered into this 22<sup>nd</sup> day of May 2000 by Pulte Home Corporation, a Michigan corporation (the "Declarant").

**RECITALS:**

A. Declarant is the owner of certain real property located in Clay County, Florida, described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Declarant intends to develop the Property into a community to be known as Fairway Village.

C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

D. The Property is also subject to and encumbered by the Master Declaration (as defined in Article I). The Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in the Master Declaration.

**NOW, THEREFORE,** Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Articles" shall mean the articles of incorporation of the Association (as defined herein) which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "B".

Section 2. "Association" shall mean Fairway Village at Fleming Island Plantation Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the board of directors of the Association.

Section 4. "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as Exhibit "C".

Section 5. "CDD" shall mean the Fleming Island Plantation Community Development District, a local unit of special purpose government created in accordance with Florida Statutes Chapter 190.

Section 6. "CDD Property" shall mean all real property (including the improvements thereon) owned by the CDD. The CDD Property is not part of the Property and is not encumbered by this Declaration. If Declarant conveys any portion of the Property to the CDD, upon recordation of a deed in the Public Records of Clay County that portion of the Property shall no longer be subject to the terms of this Declaration.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

Section 8. "Common Assessments" shall mean assessments or charges levied against all Lots (as hereinafter defined) to fund Common Expenses (as hereinafter defined) in accordance with this Declaration.

Section 9. "Common Expenses" shall mean the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area and all improvements thereon and the Common Maintenance Area (as hereinafter defined), or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents (as hereinafter defined).

Section 10. "Common Maintenance Area" means all real property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all

improvements, fixtures, and tangible personal property now or hereafter situated thereon.

Section 11. "Declarant" shall mean Pulte Home Corporation, a Michigan corporation, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 12. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Fairway Village.

Section 13. "Governing Documents" shall mean and collectively refer to the Declaration, Articles, and Bylaws.

Section 14. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

Section 15. "Lakefront Lot" shall mean any Lot containing within the Lot lines a portion of a lake or pond, or having frontage on, or near, or common boundaries with a lake or pond.

Section 16. "Lot" shall mean any plot of land intended for use as a site for a Residence (as hereinafter defined) and which is shown as a lot upon any recorded Plat of the Property.

Section 17. "Master Association" shall mean and refer to Fleming Island Plantation Owners Association, Inc., the Florida not-for-profit corporation formed to carry out the intent of the Master Declaration (as hereinafter defined). The relationship between the Association and the Master Association is more fully described in Article XII of this Declaration.

Section 18. "Master Association Assessments" shall mean and refer to those charges made by the Master Association from time to time against the Property for the purposes set forth in the Master Declaration.

Section 19. "Master Declaration" shall mean and refer to the Fleming Island Plantation Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 1834, page 819 et seq., Public Records of Clay County,

Florida and any amendment or supplement thereto (hereinafter the "Master Declaration").

Section 20. "Member" shall mean every person or entity who is an Owner (as defined herein) and in being such the Owners comprise the membership of the Association.

Section 21. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 22. "Person" shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 23. "Plat" shall mean the plat subdividing the Property, as recorded in Plat Book 33, pages 26 through 31, Public Records of Clay County, Florida.

Section 24. "Property" shall mean the real property described in Exhibit "A" attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

Section 25. "Residence" means any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.

Section 26. "SJRWMD" shall mean the St. Johns River Water Management District.

Section 27. "Special Assessment" shall mean assessments or charges levied by the Association against all Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Community Walls (as hereinafter defined), including fixtures and personal property related thereto, in accordance with this Declaration.

Section 28. "Specific Assessment" shall mean assessments or charges levied by the Association against a specific Owner's Lot to recover any indebtedness of that Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of Owner's failure to properly maintain his Lot and Residence as herein provided.

**Section 29.** "Surface Water or Stormwater Management System" shall mean a system operated, maintained, and managed by the CDD, the Association (or Master Association) which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapter 40, Florida Administrative Code, and operated, maintained, and managed in a manner consistent with any applicable SJRWMD permit (the "Permit"). The Permit shall be owned by the CDD or the Association and the CDD or the Association has the obligation to assure that all terms and conditions thereof are enforced. The Surface Water or Stormwater Management System shall include all environmental and conservation areas and other water management areas in the Property.

**Section 30.** "Water Areas" shall mean any lakes, ponds, retention and other water areas within the Property.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

B. The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage, dedication, or transfer is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of each class of the Association and an instrument agreeing to such mortgage, dedication, or transfer is recorded in the Public Records of Clay County. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

**Section 3. Utility Easements.** Public utilities serving the Property and the Lots have been or will be installed within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual, and non-exclusive easement shall exist over, across, and into the Property, the Lots, and all improvements upon the Property for the installation, maintenance, and repair of all utilities, lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, cable television and other utilities or means of communication to the Property, the Lots, the Common Area, and the improvements upon the Property.

**Section 4. Surface Water or Stormwater Management and Drainage Easement.** An easement is hereby created over the Property in favor of the CDD, including its agents or designees, for surface water drainage and for the installation and maintenance of the Surface Water or Stormwater Management System for the Property; provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authority from time to time.

**Section 5. Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

**Section 6. Association's Right of Entry.** The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

Section 7. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

Section 8. CDD. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association, and their respective successors and assigns, the right to dedicate, transfer, sell, or otherwise convey portions of the Property including, without limitations, the Common Area, to the CDD for purposes of having the CDD construct, operate, maintain, and repair any and all public improvements which the CDD may legally own and operate pursuant to the provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths, and other recreational facilities. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Area and Common Maintenance Area. Each Owner shall be solely responsible for all service charges, fees, taxes, and assessments levied by the CDD with respect to the Property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the Property of said Owner.

Section 9. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this article shall survive any termination of this Declaration.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

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

Section 2. The Association shall have two classes of voting membership:

A. Class A Membership. "Class A Members" shall be all Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.



B. Class B Membership. The "Class B Member" shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) The total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.
- (2) The date exactly ten (10) years after the recording of this Declaration.
- (3) The Declarant may elect to convert its Class B membership to Class A membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

In the event additional Lots are added to the Association by annexation pursuant to Article IV of this Declaration after the Class B membership shall cease under Section 2(B)(1) of this article, the Class B membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

**ARTICLE IV  
PROPERTY SUBJECT TO THIS DECLARATION AND  
ADDITIONS TO THE PROPERTY**

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation of Property. Land may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Clay County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

**Section 4. Platting.** As long as there is a Class B membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

**Section 5. Merger.** Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with the Master Association or any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

**Section 6. Withdrawal of Property.** Declarant shall have the right to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration without the joinder, ratification, or approval of the Association, any Owner, or any lienholder (the "Withdrawn Property"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of Clay County an instrument which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

**Section 7. Special Taxing Districts.** In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by the Taxing District. The Association

shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

**ARTICLE V  
FUNCTIONS OF THE ASSOCIATION**

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

- A. All maintenance and repair of the Common Area, and all improvements thereon as and when deemed appropriate by the Board.
- B. Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Area.
- C. Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.
- D. Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.
- E. Conducting business of the Association, including arranging for administrative services such as legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.
- F. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

G. Acceptance of any instrument of conveyance with respect to any Common Area delivered to the Association.

Section 3. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Such other services as are authorized in the Governing Documents.

B. Maintenance of lawn and landscaping which may include, but shall not be limited to, mowing, edging, weeding, trimming, pruning trees, fertilizing, lawn pest control, irrigation timers, valves, and sprinklers on Lots.

C. Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

D. The maintenance, operation, and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

**ARTICLE VI**  
**COMMUNITY WALLS**

Section 1. Community Wall. Declarant or the CDD may construct walls or fences (the "Community Wall(s)") in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant or the CDD, or as a requirement of any municipality or governing authority for the benefit of the Association.

Section 2. Maintenance of Community Walls. Unless maintained by the CDD, Community Wall maintenance shall be performed by the Association. Notwithstanding

anything to the contrary contained herein, if the CDD is obligated to maintain a Community Wall, the Association shall have the right, but not the obligation, to perform maintenance or repairs to said Community Wall.

**Section 3. Easement for Community Walls.** An easement is hereby created in favor of Declarant and the Association for the construction, management, inspection, painting, maintenance, and repair of Community Walls located within the Property. The easement shall extend five (5) feet into each affected lot from the Community Wall. Entry upon a Lot by Declarant, the Association, or their agents, as provided herein, shall not be deemed a trespass.

## **ARTICLE VII** **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Common Assessments, Special Assessments, Specific Assessments, and assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, easement area benefiting the Property, right-of-way area adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Board deems appropriate.

**Section 3. Commencement Assessment.** A commencement assessment of One Hundred Dollars (\$100) per Lot (the "Commencement Assessment") shall be paid directly to the Association at the time of closing by the Person first purchasing a Lot from the Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

**Section 4. Maximum Annual Common Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual Common Assessment shall be One Thousand Two Hundred Dollars (\$1200) per Lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Common Assessment may be increased each year by fifteen percent (15%) above the maximum annual Common Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Members.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum annual Common Assessment more than fifteen percent (15%) of the prior year's maximum annual Common Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

C. The Board may fix the Common Assessment at an amount not in excess of the maximum.

**Section 5. Special Assessments for Capital Improvements.** In any assessment year, the Association may levy against all Lots a Special Assessment applicable to that year, provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

**Section 6. Specific Assessments.** The Association may levy a Specific Assessment against an Owner's Lot to recover any indebtedness of such Owner to the Association arising under any provision of the Governing Documents.

**Section 7. Uniform Rate of Assessment.** All Common Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

**Section 8. Date of Commencement of Common Assessments: Due Dates.** The Common Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so

determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Declarant's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B membership exists, Declarant may elect not to pay any assessments on unoccupied Lots owned by Declarant. Should Declarant elect not to pay the assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. This obligation of Declarant shall hereinafter be referred to as Declarant's "Deficiency Obligation". Irrespective of any election on the part of Declarant, any Residence located on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the

Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

Section 13. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- A. All Property dedicated or deeded and accepted by the CDD, or a public authority, devoted to public use.
- B. All Common Area and any improvements thereon.
- C. Any Property not designated as Lots.

Section 14. Assessments by CDD. Every Owner is subject to such assessments as may be levied by the CDD. Assessments of the CDD are in addition to, and not in lieu of, assessments of the Association.

**ARTICLE VIII  
ARCHITECTURAL CONTROL**

Except for those improvements constructed by Declarant, no building, fence, wall, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Board or by an architectural committee appointed by the Board.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners,



builders, developers, and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

## **ARTICLE IX USE RESTRICTIONS**

The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for single family residential purposes.

Section 2. Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging the Water Areas, creating land areas from Water Areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

Section 3. Antennas, Aerials, Satellite Dishes and Flagpoles. Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty inches (40") in diameter are permitted without Board approval if the devices are affixed to the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the Residence. No antennae shall extend more than ten feet (10') above a Residence. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Board, as to its design, height, location and type of flag.

Section 4. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or the improvements thereon or upon any Common Area or any part thereof, without the written authorization of the Board.

Section 5. Trees. Trees shall not be cut or removed without approval by the Board.

Section 6. Walls and Fences. Walls, fences, or similar structures, dog runs or animal pens of any kind shall not be placed or erected on any portion of the Property unless approved in writing by the Board.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Declarant's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

Section 9. Insurance Rates. Nothing shall be done or kept on any Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 10. Surface Water or Stormwater Management System.

A. The CDD shall operate, maintain, and manage the Surface Water or Stormwater Management System(s) in a manner consistent with SJRWMD Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. The CDD shall be responsible for such maintenance and operation of the entire Surface Water or Stormwater Management System within the Property including but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by SJRWMD.

B. No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water or

Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the CDD, the Board, and SJRWMD.

C. No Owner shall remove native vegetation that becomes established within the Surface Water or Stormwater Management System without prior written approval from SJRWMD, the CDD, and the Board. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water or Stormwater Management System to the SJRWMD Permitting Department.

D. No Owner shall in any way deny or prevent ingress and egress by Declarant, the CDD, the Association, Clay County, or SJRWMD to any drainage areas or the Surface Water or Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the CDD, the Association, SJRWMD, Clay County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

E. No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water or Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water or Stormwater Management System without the prior written consent of the Board, the CDD, and SJRWMD.

F. No wall, fence, paving, planting or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water or Stormwater Management System.

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

H. Owners may not construct or maintain any building, Residence, or structure, or perform any activity in the wetlands and landscape buffer/easement area, if any, and upland conservation areas, if any, described in the approved permit and Plat, unless prior approval is received from SJRWMD, the CDD, the Board, and Clay County pursuant to Chapter 40, Florida Administrative Code.

I. The covenants and restrictions regarding the Surface Water or Stormwater Management System are in no way intended to obligate the Association to

perform any repairs, maintenance, corrections or modifications to those areas that Clay County, the SJRWMD, a master association, or CDD will maintain as part of their governmental obligation, agreement with Declarant, or as provided in any permits or ordinances.

J. Declarant shall convey title to the Surface Water or Stormwater Management System to the CDD. After said conveyance, the CDD shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water or Stormwater Management System. Accordingly, each Owner, by acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, Clay County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water or Stormwater Management System and each such Owner shall be deemed to have agreed to look solely and exclusively to the CDD with respect to any such liability or responsibility.

Section 11. Lake Level Fluctuations. Neither Declarant, the CDD, nor the Association makes any representation concerning the current or future water levels in any of the bodies of water in the Common Area or Surface Water or Stormwater Management System, nor shall Declarant, the CDD, or the Association bear any responsibility in attempting to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of Declarant, the CDD, and the Association.

Each Owner, by the acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the Association, the CDD, Clay County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the lake level fluctuations.

Section 12. Embankment Area Maintenance. Notwithstanding any other provision in this Declaration, unless otherwise decided by the Association, each Owner of a Lakefront Lot is responsible for maintaining the area between the water's edge and their nearest Lot boundary line (the "Embankment Area").

The Owner shall at all times keep and maintain the Embankment Area in a safe, clean, wholesome, and attractive condition and shall not allow the Embankment Area to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate in the Embankment

Area. All maintenance shall be in compliance with the Permit and all other applicable laws and regulations.

Section 13. Lakes, Ponds, Retention, and Other Water Areas. The Board may establish rules and regulations relevant to access and use of Water Areas which may include, without limitation, regulation or prohibition of sailing, boating, or other watercrafts (including jet skis or other vehicles containing gas, diesel, or other form of combustion engines), swimming, fishing, or other water sports or activities. To the extent the rules and regulations of the Board allow access to or use of Water Areas, such use shall be at the risk of the Person undertaking such activity, and there shall be no obligation by Declarant, the Association, or the CDD to provide supervisory personnel or lifeguards. Docks and other structures or improvements within Water Areas shall not be permitted.

Section 14. Cable Television. The Declarant may coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the Association and all Lots. If such agreement is established, the fees for the cable television service payable to the service provider will be a Common Expense payable by the Association and will be included within the annual budget for which the assessments are levied each year. No Member or Owner may avoid or escape liability for any portion of the assessments for election by any Member or Owner not to utilize the cable television service.

Section 15. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Board or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 16. Signs. No signs, except a "For Sale or Lease" sign not exceeding four (4) square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with

construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

Section 17. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street, except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash. No oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. Adequate landscaping shall be installed and maintained by the Owner to conceal oil tanks or bottled gas tanks if approved by the Board. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 18. Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. For the purposes of this rule the following definitions shall apply:

A. "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that do not have commercial markings, signs, logos, tool racks, saddle racks, or other elements of a commercial nature are permitted to park on the driveway of a Residence.

B. "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial marking, signs, displays, or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 19. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 20. Prohibited Structures. No structure of a temporary character, including but not limited to, trailers, tents, shacks, sheds, barns, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the express written permission of the Board.

Section 21. Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

Section 22. Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

Section 23. Games and Play Structures. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express written permission of the Board. All play sets, playground equipment, and other outdoor recreational equipment must be approved by the Board prior to installation.

Section 24. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Board. The following shall apply to the Common Area:

A. No activities constituting a nuisance shall be conducted upon any Common Area.

B. No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

C. The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

D. Nothing shall be stored, constructed within or removed from the Common Area other than by Declarant or the CDD, except with the prior written approval of the Board.

Section 25. Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

Section 26. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Declarant or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

Section 27. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment.

Section 28. Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent



and purpose of these covenants, the Board shall have the right and authority to waive such violation.

Section 29. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

Section 30. Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 31. Rights of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right to use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no Person shall in any way impede or interfere with Declarant, its employees or agents, in

the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and Residences thereon. Declarant may make such use of Property free from the interference of Owners, or contract purchasers, as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

**ARTICLE X**  
**ENFORCEMENT OF NON-MONETARY DEFAULTS**

**Section 1. Non-monetary Defaults.** In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using his best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

- A. **Specific Performance.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- B. **Damages.** Commence an action to recover damages; and/or
- C. **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

**Section 2. Expenses.** All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

Section 3. Late Fees. Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot.

Section 4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

Section 5. Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

Section 7. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

**ARTICLE XI**  
**INDEMNIFICATION**

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including

attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

A. To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

B. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

C. The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

## **ARTICLE XII**

### **RELATIONSHIP WITH THE MASTER ASSOCIATION**

Section 1. Creation of the Master Association. The Master Association was formed for the purpose of holding title to common area within Fleming Island Plantation (as defined in the Master Declaration) and enforcing the Master Declaration. The Association shall have the right to convey or transfer portions of the Common Area to the Master Association so long as the Members shall have the right to use and enjoy the Common Area.

Section 2. Rights and Duties of the Association. The Association shall:

- A. Abide by the Master Declaration and the covenants set forth therein.
- B. Perform such other duties as are prescribed by Master Declaration or Master Association articles of incorporation or bylaws.

Section 3. Conflict. The Master Declaration shall take precedence over conflicting provisions in the Declaration.

**ARTICLE XIII**  
**AMENDMENTS**

Section 1. Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of Clay County, Florida.

Section 2. Amendment to Comply with Governmental Authority. As long as there is a Class B membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, SJRWMD, Federal National Mortgage Association, Clay County, or any other governmental agency.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SJRWMD.

Section 3. Amendment to Correct Scrivener's Errors and Clarify Ambiguities. Declarant shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

**ARTICLE XIV  
GENERAL PROVISIONS**

Section 1. Assignment of Rights and Duties to the Association. Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor declarant is divested of its interest in any portion of the Property, or has terminated its interest in the Property, or Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of Clay County, Florida. Unless this

Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**Section 6. Communication.** All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing.

**Section 7. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 8. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

**Section 9. Usage.** Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

**Section 10. Governing Law.** The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Clay County, Florida.

**Section 11. HUD/VA Approval.** As long as there is a Class B membership, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by Property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

**Section 12. Security.** Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

**IN WITNESS WHEREOF**, the undersigned, being Declarant, has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*Debra J. McGregor*  
Print Name: DEBRA J. MCGREGOR

*Brenda M. Martin*  
Print Name: BRENDA M. MARTIN

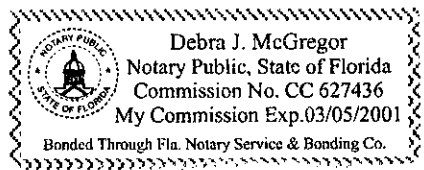
**PULTE HOME CORPORATION**  
a Michigan corporation

By: *John D. Molyneaux*  
John D. Molyneaux  
Its: Attorney-in-Fact  
8081 Philips Highway, Suite 14  
Jacksonville, Florida 32256

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May 2000, by John D. Molyneaux as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC:  
*Debra J. McGregor*  
Print Name: DEBRA J. MCGREGOR  
My Commission Expires:





All of *FAIRWAY VILLAGE*, according to the plat thereof as recorded in Plat book 33, pages 26 through 31, Public Records of Clay County, Florida.

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
FAIRWAY VILLAGE AT FLEMING ISLAND PLANTATION  
HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida and of full age, for the purpose of forming a corporation not for profit does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation shall be *Fairway Village at Fleming Island Plantation Homeowners Association, Inc.* (hereinafter referred to as the "Association").

**ARTICLE II  
PRINCIPAL OFFICE**

The principal office of the Association is located at 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256.

**ARTICLE III  
PURPOSE OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property (the "Property") described in the Declaration of Covenants, Conditions and Restrictions of Fairway Village, recorded or to be recorded in the Office of the Clerk of the Circuit Court, Clay County, Florida (the "Declaration") and as the same may be amended from time to time as therein provided, and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes.

**ARTICLE IV  
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of not less than three (3) directors nor more than seven (7), who need not be members of the Association (the

"Board"). The manner in which the directors are elected or appointed is as stated in the bylaws of the Association ("Bylaws"). The initial number of directors shall be three (3) and may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Debra McGregor - 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

Vicki Bratvold - 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

Cliff Gray - 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

**ARTICLE V  
INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of the Association shall be located at 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256, and the initial registered agent of the Association shall be Debra McGregor.

**ARTICLE VI  
POWERS OF THE ASSOCIATION**

The general powers that the Association shall have include all proper acts, necessary or incidental, for the benefit and protection of the Association, to transact any lawful business, and to exercise all powers granted to Associations by the laws of Florida.

**ARTICLE VII  
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

**ARTICLE VIII  
VOTING RIGHTS**

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: "Class A Members" shall be all owners of any lot shown upon any recorded plat of the Property (the "Lot" or "Lots"), excluding Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to such a Lot.

Class B: The "Class B Member" shall be the Declarant (as defined in the Declaration), who shall be entitled to three (3) votes for each Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

- A. The total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- B. Ten (10) years from the date of the original recording of the Declaration in the public records of Clay County, Florida; or
- C. At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

**ARTICLE IX  
DISSOLUTION**

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility of the Association, if any, 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 40, Florida Administrative Code, and be approved by the St. John's River Water Management District prior to such termination, dissolution, or liquidation.

**ARTICLE X  
DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

**ARTICLE XI  
AMENDMENTS**

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

**ARTICLE XII  
BYLAWS**

The Bylaws shall be adopted by the Board at the first meeting of directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

**ARTICLE XIII  
HUD/VA APPROVAL**

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, the following actions will require the prior approval of HUD or VA: annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution of the Association, and amendment of these Articles of Incorporation.

**ARTICLE XIV  
INDEMNIFICATION**

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees, and agents, and former directors, officers, employees, and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or

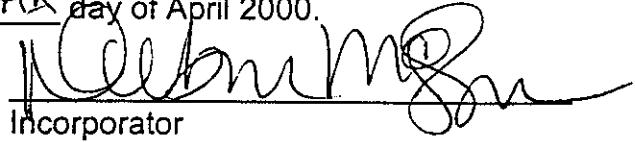
failed to be taken by said directors, officers, employees, and agents in their capacity as such except for willful misconduct or gross negligence.

**ARTICLE XIV  
INCORPORATOR**

The name and address of the incorporator for these Articles of Incorporation is:

Debra McGregor - 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256

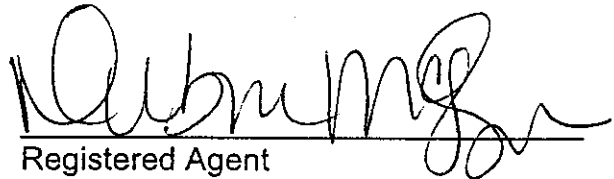
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 17<sup>th</sup> day of April 2000.

  
Incorporator

**CONSENT OF REGISTERED AGENT**

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agents and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

Dated this 17<sup>th</sup> day of April 2000.

  
Registered Agent

BYLAWS  
OF  
FAIRWAY VILLAGE AT FLEMING ISLAND PLANTATION  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Fairway Village at Fleming Island Plantation Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 8081 Philips Highway, Suite 14, Jacksonville, Florida 32256, but meetings of members or directors may be held at such places within Florida designated by the board of directors.

ARTICLE II  
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of Fairway Village at Fleming Island Plantation Homeowners Association, Inc.

Section 2. "Association" shall mean the Fairway Village at Fleming Island Plantation Homeowners Association, Inc., its successors and assigns.

Section 3. "Board" shall mean the board of directors of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association.

Section 5. "Declarant" shall mean Pulte Home Corporation, a Michigan corporation, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 6. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Fairway Village recorded in the Public Records of Clay County, Florida.

Section 7. "Governing Documents" shall mean these Bylaws and the Articles and Declaration.

Section 8. "Lot" shall mean any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Area.

Section 9. "Member" shall mean those persons entitled to membership as provided in the Declaration.

Section 10. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 11. "Property" shall mean that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### ARTICLE III MEMBERS

Section 1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

Section 2. Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

### ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Board. The Board shall not hold the annual meeting on a legal holiday.

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



Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 5. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in his absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.

Section 6. Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members, their authorized representatives, and the Board, at any reasonable time.

Section 7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than three months prior to such meeting. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

**ARTICLE V  
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of seven (7) directors, who need not be Members of the Association. The number of directors shall always consist of an odd number.

Section 2. Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

Section 5. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting.

Section 6. Election. Election to the Board shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting). At the election Members may cast, in respect to each position to be filled on the Board, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement

that assessments shall be considered and a statement of the nature of such assessments.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

Section 4. Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the Members or the directors, at any reasonable time.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.

D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.

E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.

Section 2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept minutes of all meetings of the Members and Board.
- B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- C. As more fully provided in the Declaration, to:
  - (1) Fix the amount of the annual assessment against each Lot.
  - (2) Send written notice of each assessment to every Owner in advance of each annual assessment period.
  - (3) Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.
- D. Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- E. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- G. Cause the Common Area to be maintained.
- H. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.
- I. Maintain bank accounts on behalf of the Association and designate signatories required therefor.
- J. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.

K. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

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

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

Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

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

A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

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

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

**ARTICLE IX  
INDEMNIFICATION**

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

**ARTICLE X  
COMMITTEES**

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

## ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, Articles and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Fairway Village at Fleming Island Plantation Homeowners Association, Inc., the year "2000" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

## ARTICLE XIII AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners, except that the Department of Housing and Urban Development or the Veterans Administration shall have the right to veto amendments while there is a Class B membership in existence. Notwithstanding the foregoing, the Declarant specifically reserves the right to amend these Bylaws in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, St. John's River Water Management District, Federal National Mortgage Association, or any other governmental agency.

## ARTICLE XIV MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.

Section 4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

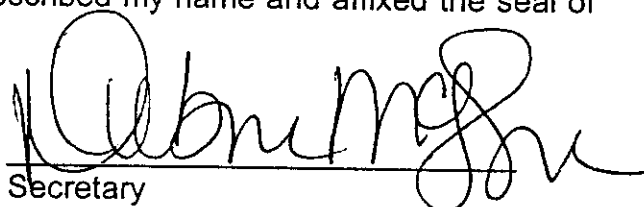
**CERTIFICATION**

I, the undersigned, do hereby certify:

**THAT** I am the duly elected and acting Secretary of Fairway Village at Fleming Island Plantation Homeowners Association, Inc., a Florida corporation not for profit; and

**THAT** the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of the Association this 17<sup>th</sup> day of April 2000.

  
Secretary