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This Instrument Prepared By:  
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FN. 6-03-400

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR COLEE COVE LANDING**

**THIS DECLARATION** ("Declaration") made this 8<sup>th</sup> day of July,  
2004, by KICKLIGHTER CUSTOM HOMES, INC., a Florida corporation, hereinafter referred to  
as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described below, situated, lying and  
being in St. Johns County, Florida; and

**WHEREAS**, such real property is not subject to any covenants or restrictions of record; and

**WHEREAS**, Declarant desires to place covenants and restrictions of record as to such real  
property and to limit the use of the real property as set forth in this Declaration; and

**WHEREAS**, Declarant deems it desirable to create a not-for-profit corporation to manage  
the real property and to own, maintain and administer all the Common Property as defined below  
to administer and enforce the easements, covenants, conditions, restrictions and limitations set forth  
in this Declaration and to collect and disburse the assessments created under this Declaration.

**NOW, THEREFORE**, Declarant hereby declares that the following described real property,  
situate, lying and being, in St. Johns County, Florida, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY  
REFERENCE MADE A PART HEREOF ("THE PROPERTY")**

shall be held, sold and conveyed, subject to the following easements, covenants, conditions and

restrictions, all of which are for the purpose of protecting the value and desirability of, and which, shall be covenants and restrictions to run with the Property and binding on all parties having any right, title or interest in the real Property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I: DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Colee Cove Landing Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.3 "Board of Directors" shall mean and refer to the board of directors of the Association.

1.4 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Property" shall mean and refer to Drainage Tracts "A," "B," and "D" and Drainage Easement "C," shown on the Plat, which were dedicated to the Association under the terms of the Plat for the common use and enjoyment of the owners and their guests and invitees, and all other real and personal property owned by the Association. All Common Property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association, all use rights reserved by Declarant herein or prior

to conveying any land to the Association, and the terms and conditions of the Conservation Easement dedicated to the St. Johns River Water Management District pursuant to the Plat and Section 8.3 below.

1.7 "Conservation Area" or "Conservation Easement Area" shall mean and refer to those portions of Drainage Tract "D" and Lot 12 designated as Conservation Easements "A" and "B" on the Plat. Declarant reserves the right to add lands to the Conservation Easement Area.

1.8 "Declarant" shall mean and refer to Kicklighter Custom Homes, Inc., a Florida corporation its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.9 "Lot" shall mean and refer to any plot of land together with the improvements thereon shown on the Plat.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Plat, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.11 "Plat" shall mean and refer to the plat of Colee Cove Landing recorded in Map Book 27, pages 8 and 9, of the public records of St. Johns County, Florida.

1.12 "Property" shall mean and refer to that certain real Property described on Exhibit A, together with improvements thereon and any additional contiguous Property made subject to this Declaration.

1.13 "Surface Water or Stormwater Management System" or "the System" means the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. At the time of

recording of this Declaration the System includes without limitation Drainage Tracts "A," "B," and "D" and Drainage Easement "C."

## ARTICLE II: PROPERTY RIGHTS

**2.1 Owners' Common Property Easements.** Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

**2.1.1** The right of the Association to suspend the voting rights and right to use of any common facilities located on the Common Property 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. In no event however, may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

**2.1.3** The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any governmental entity, public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, modify, terminate or abandon such easement.

**2.1.4** The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection 2.1.3 for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

2.1.5 The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

2.1.6 The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

2.1.7 The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

2.1.8 The right of the Association to suspend the rights of an Owner or an Owner's tenants, guests, and invitees, or any of them, to use the Common Property and to levy a reasonable fine for violation of this Declaration or Chapter 720, Florida Statutes, as provided by Section 720.305, Florida Statutes (2003), as it may be amended from time to time.

2.2 **Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

### ARTICLE III: ARCHITECTURAL CONTROL

3.1 No buildings or structures other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") composed of the Declarant, or such agent or agents as may be appointed by the Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Committee within thirty (30) days

following submittal to same. Construction of approved improvements shall be completed within a period of nine (9) months from date construction is begun or such longer period of time as may be approved by the Committee in its sole discretion.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors.

**3.2** The Committee shall have the following powers and duties:

**3.2.1** To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

**3.2.2** To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, television and/or radio antennas or devices, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property, together with a copy of any building permits which may be required. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

**3.2.3** To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes,

modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the Committee by the Declarant, any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the Committee shall be final.

**3.2.4** To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

**3.2.5** If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

**3.2.6** In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

3.2.7 The Committee is hereby authorized to make such charges as it deems necessary to cover the out-of-pocket cost of review of the plans and specifications.

#### **ARTICLE IV: USE RESTRICTIONS AND ARCHITECTURAL CRITERIA**

4.1 No Lot shall be used for any purpose except single-family residential purposes. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') in height may be constructed on any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. Exterior siding of all dwellings, garages, and detached structures must be stucco, brick, or lap siding and all structures must match the dwelling siding type and color. The minimum roof pitch on all structures shall be 7:12, and all roofs shall be constructed using architectural shingles with a minimum life of 25 years. No residence shall be constructed or placed on any Lot containing less than 2200 square feet of heated and cooled living area, for a one (1) story dwelling, nor less than 2000 square feet of ground floor area for a dwelling of more than one (1) story, with a minimum of one enclosed two(2)-car attached garage with side, rear, or courtyard entry only. No carports, awnings or sheds are permitted. No garage or other enclosure shall be permanently enclosed or converted to another use without the written approval of the Committee. All garages, sunrooms, porches and screened-in areas shall be in addition to the minimum 2200 square feet of living area and not considered a part thereof. No porches or sunrooms on the front elevation may be screened. All front yards shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence.

4.2 No residence, garage, or accessory structure shall be erected less than fifty feet (50') from the front lot line, ten feet (10') feet from the rear lot line and ten feet (10') from any side lot line. All setbacks shall be measured from the exterior wall of the structure to the applicable Lot line. A dwelling may be located upon a single-family lot or on a combination of contiguous lots and, in such event, the setback lines shall apply to the most exterior lot lines.

4.3 No solid wall, fence or hedge shall be permitted upon any Lot which is over six feet (6') in height. All walls or fences must have prior approval from the Committee as to type, location,



size or construction thereof and must be constructed of wood, aluminum, PVC, or iron. No chain link fencing shall be installed or permitted on any Lot. All driveways must be concrete with a minimum width of eleven feet (11').

4.4 No wheeled vehicles of any kind, including trailers, boats, campers, Rv's, vans, travel trailers or commercial vehicles may be kept or parked on any Lot or driveway unless same are completely inside a garage. Provided, however, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway of a Lot. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes, not to exceed twelve (12) hours.

4.5 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot. Provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on any portion of the Property other than on the Lot of the Owner of such pets, unless confined to a leash.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction 4.9 hereof.

4.7 No portion of a Lot or the Property shall be used as a drying or hanging area for laundry of any kind, unless screened from the view of neighboring Owners and the street.

4.8 Subject to the provisions of 4.2 hereof, no Lot or Lots shall be resubdivided.

4.9 No immoral, unlawful, noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.10 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used as a residence either temporarily or permanently, except that the Declarant shall have the right to place a temporary trailer on the Property for purposes of operating a

construction/sales office.

**4.11** No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be mowed and maintained by the Lot Owner in a neat and orderly fashion free of all rubbish, trash, garbage and all unsightly weeds and underbrush.

**4.12** In the event any Owner fails to mow and maintain his Lot in the manner required by 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner, or in a neat and clean appearance, the Committee or the Board of Directors may, fifteen (15) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass. Such expense shall be deemed a special assessment against the Owner's Lot and may be collected by the Association in the manner specified in Article VII hereof.

**4.13** No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs containing less than two (2) square feet of display area. All of the above signs must be approved by the Committee prior to installation. Any sign which is not in compliance with this Section 4.13 may be removed by the Committee without notice to the Owner.

**4.14** No satellite dishes or television antennas may be installed on the Property, except that satellite dishes and television antennas of a size not to exceed eighteen inches (18") in height and diameter may be installed if screened from view on all sides. All such screening must be approved by the Committee prior to installation. The Committee may waive the screening requirement to the extent necessary for signal reception. No radio antenna nor other exterior electronic signal receiving/sending device shall be installed or maintained on the exterior of any structure nor on any portion of a Lot or the Property.

**4.15** The Committee may require any Owner who violates 4.15 above to replace trees removed without approval with trees of like kind and size within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in paragraph 7.1 hereof.

**4.16** No window or through-wall air conditioning units may be placed in any window of a residence which is visible from the street.

**4.17** If the Declarant elects not to install a mail sub-station within the Property, all mailboxes shall be uniform, designed and constructed in accordance with specifications promulgated by the Committee.

**4.18** Individual wells for irrigation of lawns and landscaping only may be installed on a Lot upon approval of the Committee. Wells must be located within thirty feet (30') of the left property line (as determined by facing the front property line from the street).

**4.19** All sewage shall be disposed of through septic tanks and drainfields, to be located within the right half of the Lot (as determined by facing the front property line from the street).

**4.20** No business, commercial buildings or equipment may be erected, kept or maintained on any Lot or the Property and no building shall be used for business, commercial, amusement, charitable or manufacturing purposes. Nothing in this section shall prohibit the maintenance of a home office within a dwelling, provided the activities conducted within such office do not otherwise violate this Declaration and do not generate commercial or employee traffic.

## **ARTICLE V: MEMBERSHIP AND VOTING RIGHTS**

**5.1** Every Owner of a Lot, including Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

**5.2** The Association shall have two (2) classes of voting members as follows:

**5.2.1** 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 (1) person holds an interest in a Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any Lot owned by Class "A" members.

**5.2.2** Class "B" member shall be Declarant, which shall be entitled to exercise five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or
2. Ten (10) years following the date of conveyance of the first Lot; or
3. At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Property.

## **ARTICLE VI: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**6.1** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association,

whether such personnel are furnished or retained directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

6.2 The Association shall hold and own the Common Property and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of this Declaration, the Articles and By-Laws. The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

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

6.4 The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

6.5 The Association shall manage and maintain the Common Property, including but not limited to those tracts and easements dedicated to the Association on the Plat, the Surface and

Stormwater Management System serving the Property, and the Conservation Easements.

6.6 The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.7 The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

#### **ARTICLE VII: COVENANT FOR MAINTENANCE ASSESSMENT**

7.1 Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments as defined in this article. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees not to exceed \$20.00 per each month of delinquency and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

7.2 The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots, for the improvement and maintenance of all Common Property and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for payment of taxes and insurance on all Common Property and for such

other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements.

7.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property or for such other purposes as may be approved by a majority vote of the members who are voting in person or by proxy at a meeting duly called for such purpose. Except as provided in paragraph 7.5, and in the case of special assessments for failure to comply with the provisions of this Declaration, the right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots and each Owner's pro-rata share shall be one-nineteenth (1/19th).

7.4 The annual assessments authorized herein shall commence as to each Lot when the Lot is sold by the Declarant to a third party. The Board of Directors of the Association shall prepare an annual budget for the Association and shall establish the amount of the annual assessment against each Lot based on the annual budget at least sixty (60) days in advance of the annual assessment period. A copy of the annual budget and notice of the annual assessment shall be mailed to each member of the Association at least sixty (60) days in advance of the annual assessment period. Within not less than fourteen (14) nor more than thirty (30) days after the mailing of the annual budget and notice of the annual assessment, the Association shall hold a meeting of the members of the Association for the purpose of ratifying the annual budget and annual assessment. The annual budget and annual assessment shall be deemed ratified unless, at such meeting, a majority of all members of the Association reject the annual budget and annual assessment. In the event the annual budget is so rejected, the budget last prepared by the Board and ratified in the manner provided above shall remain in effect until such time as a subsequent budget is prepared by the Board and ratified in the manner provided above.

7.5 Notwithstanding any provision to the contrary herein, for so long as Declarant is a Class "B" member Declarant shall not be liable for assessments either annual or special so long as it funds any deficit in the operating expenses of the Association. Provided further, the Declarant, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation to fund any deficit in the operating expenses of the Association.

7.6 The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owed therefore.

7.7 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law, a late fee, not to exceed \$20.00 for each assessment not paid within fifteen (15) days after the due date and costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot.

7.8 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or



transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VIII: EASEMENTS

**8.1 Utility Easements.** For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

**8.2 Drainage Easements.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System to operate, maintain or repair the System and shall have an easement over and the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. Neither the Association nor any person shall alter the drainage flow of the Surface Water or Stormwater Management System without the prior written approval of the St. Johns River Water Management District, its successors and assigns.

**8.3 Conservation Easement.** Pursuant to the provisions of Section 704.06, Florida Statutes (2002), Declarant hereby voluntarily grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement ("the Conservation Easement") in perpetuity over the Conservation Easements "A" and "B" designated on the Plat (the "Conservation Easement Areas"). Declarant fully warrants title to said Conservation Easement Areas and will

warrant and defend the same against the lawful claims of all persons whomsoever. Declarant grants this Conservation Easement as a condition of permit number 12- 109-0040 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

**8.3.1 Purpose.** The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

**8.3.2 Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

**8.3.2.1** Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

**8.3.2.2** Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

**8.3.2.3** Removing or destroying trees, shrubs, or other vegetation.

**8.3.2.4** Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

**8.3.2.5** Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

**8.3.2.6** Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

**8.3.2.7** Acts or uses detrimental to such retention of land or water areas.

**8.3.2.8** Acts or uses detrimental to the preservation of structural

integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

**8.3.3. Responsibilities.** The Declarant and its successors and assigns are responsible for the operation and maintenance of the Conservation Easement Areas. In addition, the Declarant and its successors and assigns are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

**8.3.4 Declarant's Reserved Rights.** Declarant reserves unto itself and its successors and assigns all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Areas that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

**8.3.5 District's Rights.** To accomplish the purposes stated herein, the Declarant conveys the following rights to the District:

**8.3.5.1** To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

**8.3.5.2** To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

**8.3.4 No Waiver.** District may enforce the terms of this Conservation Easement at its discretion, but if Declarant breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other

term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Declarant shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of this Conservation Easement.

**8.4 Liability.** Declarant will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement Areas arising from Declarant's ownership of the Conservation Easement Areas. Neither Declarant nor any person or entity claiming by or through Declarant shall hold District liable for any damage or injury to person or personal property which may occur in the Conservation Easement Areas.

**8.5 Acts Beyond Declarant's Control.** Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Declarant for any injury to or change in the Conservation Easement Areas resulting from natural causes beyond Declarant's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Areas or to persons resulting from such causes.

**8.6 Amendment.** The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

**8.7 Successors.** The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

## **ARTICLE IX: GENERAL PROVISIONS**

**9.1** Enforcement of these restrictions by the Declarant or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of

the proceeding.

9.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

9.3 The Declarant reserves and shall have the sole right:

9.3.1 To amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

9.3.2 To release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determine such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot; and

9.3.3 As necessary to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

9.4 In addition to the rights of the Declarant provided for in Section 9.4 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration, may amend or alter this Declaration or any part thereof, subject to the limitations provided in Article IX, Section 9.7 below.

9.5 Any failure of the Declarant, the Association or Lot Owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

9.6 Any amendment or alteration to the Covenants and Restrictions which alters the Surface Water or Stormwater Management System, or Conservation Easement Areas, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District, or its successors and assigns.

9.7 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale

of Lots including, but not limited to, the right to maintain model homes, have signs, staff employees and locate a sales trailer on the Property.

9.8 All rights reserved herein by the Declarant shall be fully assignable and transferrable.

9.9 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2023. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded agreeing to change said covenants in whole or in part. Provided, however, the covenants, terms, conditions and restrictions of the Conservation Easement set forth in Section 8 shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 8th day of July, 2004.

Signed, sealed and delivered  
in the presence of:

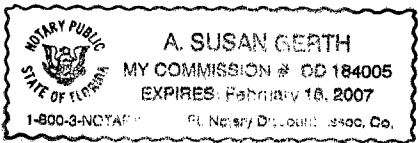
[Signature]  
Witness Barbara Foster  
(type or print name)

KICKLIGHTER CUSTOM HOMES, INC.,  
a Florida corporation  
By: [Signature]  
Steven D. Kicklighter  
Its president

[Signature]  
Witness Deborah Smith  
(type or print name)

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 8th day of July, 2004, by Steven D. Kicklighter, the president of Kicklighter Custom Homes, Inc., a Florida corporation, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced driver's license no. \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary  
(Name of Notary Typed, Printed or Stamped)  
Commission Number: 00184005  
My Commission Expires: 2/18/07

CAPTIONPARCEL "A"

A PARCEL OF LAND IN SECTION 40, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHN'S COUNTY, FLORIDA, CONTAINING 22.93 ACRES, MORE OR LESS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 40; THENCE SOUTH 88 DEGREES 50 MINUTES 10 SECONDS WEST, ON THE SOUTH LINE OF SAID SECTION 40, A DISTANCE OF 9,670.45 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 30 SECONDS WEST 1,418.75 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF THAT LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 379, PAGE 604, PUBLIC RECORDS OF SAID COUNTY, 1,136.56 FEET; THENCE NORTH 22 DEGREES 01 MINUTE 20 SECONDS EAST, ON THE WEST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 379, PAGE 604, A DISTANCE OF 172.46 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, ACROSS THE NORTH END OF A 66 FOOT WIDTH ROAD AND ON THE NORTH LINE OF LOT "A", AS SHOWN ON MAP RECORDED IN OFFICIAL RECORDS BOOK 120, PAGE 117, PUBLIC RECORDS OF SAID COUNTY, 397 FEET, MORE OR LESS; THENCE MEANDERING NORTHERLY ON THE EAST BANK OF THE ST. JOHNS RIVER, A DISTANCE OF 637 FEET, MORE OR LESS; THENCE NORTH 88 DEGREES 20 MINUTES 00 SECONDS EAST, ON THE NORTH LINE OF SAID SECTION 40, A DISTANCE OF 1,139 FEET, MORE OR LESS, TO THE WEST LINE OF A 66 FOOT WIDTH ROAD EASEMENT; THENCE SOUTH 27 DEGREES 08 MINUTES 00 SECONDS EAST, ON SAID WEST LINE OF ROAD EASEMENT, 410.67 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 47 SECONDS EAST, ON SAID WEST LINE OF ROAD EASEMENT, 346.95 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST 130.85 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOTS 1 THROUGH 19, COLEE COVE LANDING, AS PER PLAT THEREOF RECORDED IN MAP BOOK 27, PAGES 8 AND 9, OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA.

THIS CONVEYANCE ALSO INCLUDES THOSE CERTAIN DRAINAGE TRACTS KNOWN AS TRACTS "A", "B" AND "D" SHOWN ON SAID PLAT, WHICH ARE CONVEYED SUBJECT TO THE DEDICATIONS SHOWN ON THE PLAT.

**JOINDER AND CONSENT**

AMSOUTH BANK, the owner and holder of a mortgage upon certain real property lying on the following-described lands:

Lots 1, 2, 3, 13, and 14, as shown on Map of COLEE COVE LANDING, as recorded in Map Book 27, pages 8-9, of the public records of St. Johns County, Florida

virtue of Mortgage and Security Agreement recorded in Volume 2021, page 1216, of the public records of Duval County, Florida, and Volume 2242, Page 159, public records of Clay County, Florida, and as modified by Mortgage Modification and Spreading Agreement recorded in Official Records 2071, page 1951, public records of St. Johns County, Florida, hereby joins in and consents to the Declaration of Covenants and Restrictions for Colee Cove Landing and consents to the subordination of the lien of its mortgage to the terms of the Declaration.

DATED this 3rd day of February, 2004

Signed, sealed and delivered  
in the presence of:

AMSOUTH BANK

Witness: Linda McLemore  
(Name) Linda McLemore

By: Jerry Pate  
Name: Jerry Pate  
Its (Title) Vice President

Witness: Melissa Marcha-Lee  
(Name) Melissa Marcha-Lee

(SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 3rd day of February, 2004, by Jerry Pate as Vice President of AmSouth Bank, on behalf of the bank, who ( ) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Linda B. McLemore  
Notary Public  
Linda B. McLemore  
(name of notary, typed/printed)  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Linda B McLemore  
My Commission DD105240  
Expires April 16, 2006



JOINDER AND CONSENT

BANK OF AMERICA, the owner and holder of a mortgage upon certain real property lying on the following-described lands:

Lots 4, 5, 6, 7, 10, 12, and 15, as shown on Map of COLEE COVE LANDING, as recorded in Map Book 27, pages 8-9, of the public records of St. Johns County, Florida

virtue of Mortgage and Security Agreement recorded in Volume 1851, page 554, as modified by Volume 11104, page 1025-1053, and other modifications of record, all of the public records of Duval County, Florida, and as modified by Mortgage Modification and Spreading Agreement recorded in Official Records 2071, page 1954, of the public records of St. Johns County, Florida, hereby joins in and consents to the Declaration of Covenants and Restrictions for Colee Cove Landing and consents to the subordination of the lien of its mortgage to the terms of the Declaration.

DATED this 25th day of February, 2004

Signed, sealed and delivered  
in the presence of:

BANK OF AMERICA

Witness:

(Name) Karen L. Osborne

By:

Name: Michael T. Fritsch  
Its (Title) Sr. Vice President

Witness:

(Name) Crystal R. Pettway

(SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

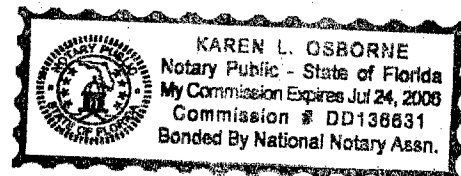
THE FOREGOING instrument was acknowledged before me this 25th day of February, 2004, by Michael T. Fritsch as Sr. Vice President of Bank of America, on behalf of the bank, who (X) is personally known to me or ( ) has produced \_\_\_\_\_ as identification.

Karen L. Osborne  
Notary Public

Karen L. Osborne  
(name of notary, typed/printed)

My commission number: \_\_\_\_\_

My commission expires: 7/24/06



**JOINDER AND CONSENT**

COLEE COVE LANDING HOMEOWNERS' ASSOCIATION, INC., hereby joins in and consents to the foregoing Declaration of Covenants and Restrictions for Colee Cove Landing.

DATED this 20<sup>th</sup> day of September, 2004

Signed, sealed and delivered  
in the presence of:

COLEE COVE LANDING HOMEOWNERS'  
ASSOCIATION, INC.

Witness:

(Name) Beth Foster

By:

Name: Steven Kicklighter

Its: President

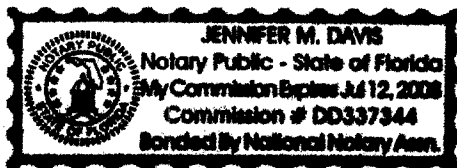
Witness:

(Name) Debbie Smith

(SEAL)

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 20<sup>th</sup> day of September, 2004, by Steven Kicklighter as President of Colee Cove Homeowners' Association, Inc., on behalf of the corporation, who ☒ is personally known to me or ( ) has produced \_\_\_\_\_ as identification.



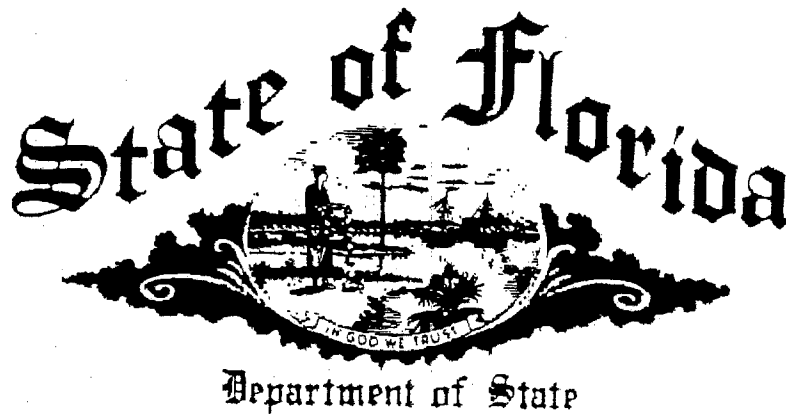
Notary Public

Jennifer Davis

(name of notary, typed/printed)

My commission number: DD337344

My commission expires: July 12, 2008



I certify the attached is a true and correct copy of the Articles of Incorporation of COLEE COVE LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on July 23, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000152082. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000007248.

Authentication Code: 104A00046656-072304-N04000007248-1/1



Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-third day of July, 2004

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

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**ARTICLES OF INCORPORATION OF  
COLEE COVE LANDING HOMEOWNERS' ASSOCIATION, INC.,  
a Corporation Not-for-Profit**

The undersigned natural person competent to contract, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation:

**ARTICLE I: NAME**

The name of the corporation shall be COLEE COVE LANDING HOMEOWNERS' ASSOCIATION, INC.

**ARTICLE II: PURPOSE**

The purpose for which this corporation is organized is to provide for maintenance, preservation and architectural control of the Lots and Common Property within that certain parcel of real property described on Exhibit A attached hereto ("the Property") pursuant to Chapter 720, Florida Statutes, and to promote the health, safety and welfare of the residents within the above-described Property. In furtherance of such purpose, the Association shall have power to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Colee Cove Landing ("the Declaration") as same may be amended from time to time.

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B. Fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the Property of the Association and the expense of maintaining and repairing the surface water or stormwater management system described in subsection H.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money, and with the assent of two-thirds ( $2/3$ ) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such terms and conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless consent to in writing by two-thirds ( $2/3$ ) of each class of members.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes and annex additional residential property and Common Area,

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provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members unless otherwise authorized by the Declaration.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

H. Operate and manage the Surface Water or Stormwater Management System ("the System") in a manner consistent with the St. Johns River Water Management District permit No. 12-109-0040 and applicable District rules and regulation; assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the System; and contract for services for the operation and maintenance of the System.

### ARTICLE III: MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (including contract sellers but excluding persons or entities holding title merely as security for performance of an obligation) which is subject to assessment by the Association 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 by the Association.

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**ARTICLE IV: CLASSES OF MEMBERSHIP**

A. **Class "A".** Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration). Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot owned by a Class A member.

B. **Class "B".** The Class B member(s) shall be the Declarant, who shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale);

or

2. Ten (10) years following the date of conveyance of the first Lot; or

3. At such time as the Declarant, in its sole discretion, elects to terminate the Class B membership.

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Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Property.

#### **ARTICLE V: EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

#### **ARTICLE VI: SUBSCRIBER**

The name and address of the subscriber to these Articles of Incorporation is Steven D. Kicklighter,

#### **ARTICLE VII: BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) persons appointed by Declarant. After the sale of the first lot, the Board shall consist of no fewer than three (3) nor more than seven (7) members and the Directors shall be elected as provided in the By-Laws. After Class B membership ceases as provided in Article IV, only owners of Lots may be Directors or officers. The Declarant may appoint or elect non-owners while Class B membership exists. The number of Directors may be



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changed by amendment of the Bylaws of the Association. The name and addresses of the persons who shall serve as the initial Board of Directors until the selection of their successors are:

Steven D. Kicklighter	9951 Atlantic Boulevard Suite 319 Jacksonville, Florida 32225
Beth A. Foster	9951 Atlantic Boulevard Suite 319 Jacksonville, Florida 32225
Deborah Smith	9951 Atlantic Boulevard Suite 319 Jacksonville, Florida 32225

#### ARTICLE VIII: DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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 to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and maintained by an entity acceptable to the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

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**ARTICLE IX: AMENDMENT**

A. Amendments to the Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting. Any amendment which alters the Surface Water or Stormwater Management System from its original condition must receive the approval of the St. Johns River Water Management District.

B. The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting by a person or by proxy, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

**ARTICLE X: INDEMNIFICATION**


Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having

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served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct, indemnification shall apply only when the Board of Directors approves the settlement and/or reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

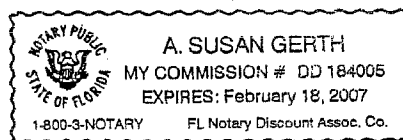
### ARTICLE XI: OFFICES AND AGENT

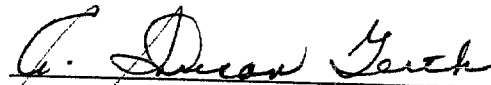
The street address and mailing address of the principal office and registered office of the corporation is 9951 Atlantic Boulevard Suite 319, Jacksonville, Florida 32225. The registered agent at such address is 9951 Atlantic Boulevard, Suite 319, Jacksonville, Florida 32225.

  
 Steven D. Kicklighter  
 Subscriber/Incorporator

STATE OF FLORIDA  
 COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 21<sup>ST</sup> day of JUNE 2004, by Steven D. Kicklighter, who (☒) is personally known to me or (☐) has produced Florida driver's license number \_\_\_\_\_ as identification.



  
 Notary Public  
 STATE: FL  
 COUNTY: DUVAL

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**ACCEPTANCE BY REGISTERED AGENT**

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.

  
Name: STEVEN D. REULIG #702

This Instrument Prepared By:  
Katherine G. Jones  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 4-03-400

**BY-LAWS OF**  
**COLEE COVE LANDING HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I: NAME AND LOCATION**

The name of the corporation is Colee Cove Landing Homeowners' Association, Inc. ("Association"). The principal office of the corporation shall be located at 9951 Atlantic Boulevard, Suite 319, Jacksonville, Florida 32225, but meetings of Members and Directors may be held at such places within the State of Florida, County of St. Johns, as may be designated by the Board of Directors.

**ARTICLE II: DEFINITIONS**

Capitalized words and phrases in these Bylaws shall have the meanings set forth in the Declaration of Covenants and Restrictions of Colee Cove Landing recorded in the public records of St. Johns County, Florida.

**ARTICLE III: 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 in the same month of each year thereafter on a day designed by the Board of Directors.

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

**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, postage prepaid, 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. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be dated, state the date, time and place of the meeting for which it was given, be signed by the authorized person executing the proxy and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE V: BOARD OF DIRECTORS: NUMBER AND TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of Directors, which shall consist of no fewer three (3) nor more than five (7) members. After Class B membership ceases, each member of the Board shall be a Member of the Association.

**Section 2. Term of Office.** At the first annual meeting and at each annual meeting thereafter, the Members shall elect Directors to hold office until the next succeeding annual meeting.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association in the manner specified in Section 617.0808, Florida Statutes (2002), as amended from time to time. In the event of death, resignation or removal of a Director, his successor shall be selected at the same meeting 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, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V: NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members until such time as Class B membership ceases. After Class B membership ceases, nominations shall be made from among Members only.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy 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 of Directors shall be held not less than quarterly after not less than seven (7) days' notice to each director.

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

**Section 3. Quorum.** A majority of the number of 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. Notices of Board Meetings.** Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

**ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS****Section 1. Powers.** The Board of Directors shall have power to:

1.1 adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, and impose reasonable fees for the use of the Common Area;

1.2 suspend the voting rights and right to use of the Common Property 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 a period not to exceed sixty (60) days for infraction of published rules and regulations;

1.3 exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

1.5 employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

1.6 levy reasonable fines against any Member or any tenant, guest or invitee for failure to comply with Chapter 720, the governing documents of the Association, or the rules of the Association in accordance with Section 720.305(2), Florida Statutes (2002), as amended from time to time.

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

2.1 cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A Members who are entitled to vote:

2.2 supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

2.3 as more fully provided in the Declaration, to:

2.3.1 fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

2.3.2 send written notice of each assessment to every Owner subject hereto at least fifteen (15) days in advance of each annual assessment period; and

2.3.3 foreclose the lien against any Lot on which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

**2.3.4** 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;

**2.3.5** procure and maintain adequate liability, hazard and if required, flood insurance on property owned by the Association;

**2.3.6** cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

**2.3.7** cause the Common Area to be maintained.

## **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 of Directors, a Secretary, 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 of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise 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 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 specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

**8.1 President.** The President shall preside at all meetings of the Board of Directors; 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.

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



**8.3. 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; and keep appropriate current records showing the Members of the Association together with their addresses.

**8.4 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX: COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X: BOOKS AND RECORDS**

The books, records and papers of the Association, shall be subject to inspection by any Member as provided by Section 720.303(5), Florida Statutes (2002), as amended from time to time. The Declaration, the Articles of Incorporation and the 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 XI: ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing any such action shall be added to the amount of such assessment. 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 or her Lot.

## **ARTICLE XII: CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Colee Cove Landing Homeowners' Association, Inc.

## **ARTICLE XIII: AMENDMENTS**

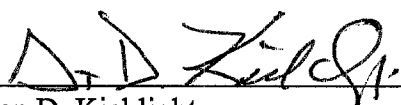
**Section 1.** These By-Laws may be amended, at any regular meeting of the Members, or special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of each class of Members existing at the time of and present in person or by proxy, at such meeting.

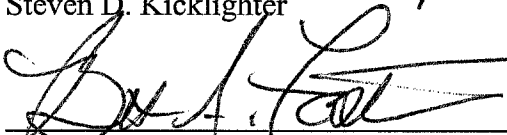
**Section 2.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV: MISCELLANEOUS**

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

**IN WITNESS WHEREOF**, we, being all of the Directors of the Colee Cove Landing Homeowners' Association, Inc., have hereunto set our hands this 21st day of June, 2004.

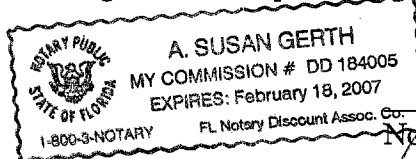
  
Steven D. Kicklighter

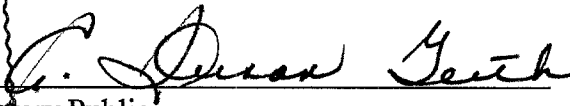
  
Beth A. Foster

  
Deborah Smith

STATE OF FLORIDA  
COUNTY OF DUVAL

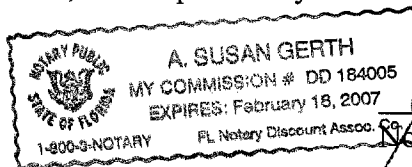
**THE FOREGOING** instrument was acknowledged before me this 21<sup>st</sup> day of JUNE, 2004, by Steven D. Kicklighter, who is personally known to me.



  
Notary Public

STATE OF FLORIDA  
COUNTY OF DUVAL

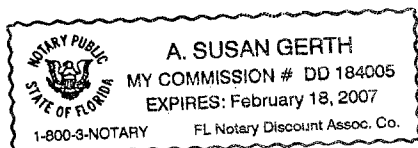
**THE FOREGOING** instrument was acknowledged before me this 21<sup>st</sup> day of June, 2004, by Beth A. Foster, who is personally known to me.




  
Notary Public

STATE OF FLORIDA  
COUNTY OF DUVAL

**THE FOREGOING** instrument was acknowledged before me this 21<sup>st</sup> day of JUNE, 2004, by Deborah Smith, who is personally known to me.



  
Notary Public

**CERTIFICATE**


I, the undersigned, do hereby certify:

That I am the duly appointed acting secretary for Colee Cove Landing Homeowners' Association, Inc., a Florida non-profit corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, held on June 21, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 21st day of June, 2004.

(SEAL)

  
 Name: BETH A FOSTER  
 Acting Secretary