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THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
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GUNSTER, YOAKLEY & STEWART, P.A.  
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**REVIVED**  
**DECLARATION OF**  
**COVENANTS AND RESTRICTIONS**  
**FOR**  
**LAKESIDE**  
(Patio Home Lots)

**THIS REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESIDE (PATIO HOME LOTS)** ("Revived Declaration") is made effective this 17<sup>th</sup> day of December, 2016 by the **LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation ("Association"), as follows:

**RECITALS**

A. Palmetto Point Development Corporation, a South Carolina corporation (the "Developer") and the Association have previously executed and recorded the following:

- (i) Declaration of Covenants and Restriction for Lakeside (Patio Home Lots) in Official Records Book 652, Page 1562; and
- (ii) Amendment to Declaration of Covenants and Restrictions for Lakeside (Patio Home Lots), recorded in Official Records Book 2750, Page 129.

All of the foregoing are recorded in the public records of St. Johns County, Florida and are herein collectively referred to as the "Previous Declaration." The Previous Declaration encumbered the real property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Subdivision").

B. The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

C. The organizing committee for the Association consisting of:

Liz McAlhany  
2030 Palmetto Point Drive  
Ponte Vedra Beach, Florida 32082  
(904) 525-7903

Mark Mulholland  
2023 Palmetto Point Drive  
Ponte Vedra Beach, Florida 32082  
(904) 536-7444

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Susie Mullinax  
2024 Palmetto Point Drive  
Ponte Vedra Beach, Florida 32082  
(904) 910-1121

(the "Organizing Committee") does hereby submit this Revived Declaration for revival pursuant to Section 720.403, Florida Statutes.

D. This Revived Declaration governs only Lots that were encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the Owners than the covenants contained in the Previous Declaration, except as otherwise permitted by Section 720.404(3), Florida Statutes.

E. The voting interest of each Owner under this Revived Declaration is the same as the voting interest of each Owner under the Previous Declaration. The proportional assessment obligation of each Owner under this Revived Declaration is the same as the proportional assessment obligation of each Owner under the Previous Declaration.

F. A majority of the affected Owners have agreed in writing to approve this Revived Declaration.

NOW THEREFORE, this Revived Declaration is hereby made effective as set forth below by the Association and shall be applicable to each Lot or other parcel located within the Subdivision, shall run with the title to all Lots and other parcels located within the Subdivision, and shall be binding upon all present and future Owners and upon all persons claiming by, through, or under such Owners, as follows:

## **ARTICLE I**

### **MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots; to create reciprocal rights among the respective Owners of such Lots; and to create privity of contract and an estate between the grantees of said Lots, their heirs, successors, and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to property within Lakeside agree to all the terms and provisions of this Revived Declaration and shall be entitled to its benefits and subject to its burdens.

## **ARTICLE II**

### **DEFINITIONS**

Section 2.1 **Articles**. The articles of incorporation of the Association.

Section 2.2 **Bylaws**. The bylaws of the Association.

Section 2.3 **Board**. The board of directors of the Association.

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Section 2.4 **Subdivision**. That real property described in the Plat recorded in Map Book 15, Pages 60 through 62, inclusive, in the public records of St. Johns County as "Players Club Unit One" together with and including other real property made subject to this Revived Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Revived Declaration in accordance with the provisions of Article III.

Section 2.5 **Lot**. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 **Improved Lot**. Any Lot upon which improvements have been completed as evidenced by issuance of a certificate of occupancy or equivalent authorization issued by St. Johns County.

Section 2.7 **Unimproved Lot**. Any Lot which is not an Improved Lot.

Section 2.8 **Owner**. A person who is a record owner of a Lot.

Section 2.9 **Common Property**. All real or personal property and all interests in real or personal property (including use rights) owned by the Association, whether or not located within the boundaries of the Subdivision, held primarily for the common use and enjoyment of the members of the Association. The Common Property shall specifically include Tract A as shown on the plat of Players Club Unit One, the extension of the roadway serving the subdivision up to its intersection with the pavement of TPC Boulevard, and the easement area (together with any stop signs, entry features or other similar improvements) defined in that certain grant of easement made by Arvida Corporation and recorded in Official Records Book 624, page 22, of the Public Records of St. Johns County, Florida.

Section 2.10 **Limited Common Area**. The limited common area of a Lot shall consist of the portion of property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) within the area bounded by the extension of the side Lot lines together with any portion of the property contiguous to the Lot which, as a result of the natural configuration of the property or the landscaping is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

Section 2.11 **Players Club Covenants**. The Amended and Restated Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 1108, Pages 888 through 920, as preserved by Notice Under Section 712.05, Florida Statutes recorded in Official Records Book 3204, Page 61 and as amended by the Notice of Extension of Amended and Restated Declaration of Covenants for the Players Club at Sawgrass recorded in Official Records Book 3737, Page 1684, all of the Public Records of St. Johns County, Florida

Section 2.12 **Players Club Association**. The Sawgrass Players Club Association, Inc., a Florida non-profit corporation, its successors and assigns.

**ARTICLE III**  
**ADDITIONS, DELETIONS, PLATTING**

Section 3.1 **Additions, Deletions.** The Association may, but shall not be obligated to, subject additional lands to this Revived Declaration from time to time provided only that (a) any additional land subjected to this Revived Declaration shall be contiguous to property then subject to this Revived Declaration (for purposes of this Section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall be open space to become part of the Common Property (c) the Owners of property within additional lands made subject to this Revived Declaration shall be and become subject to this Revived Declaration, including assessment by the Association for their pro rata share of association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Revived Declaration prior to such addition. The Association may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Revived Declaration and release it from the obligations of this Revived Declaration from time to time provided only that (a) all lands remaining subject to this Revived Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this Revived Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Revived Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida a supplementary declaration with respect to the lands to be added or withdrawn. The Association reserves the right to so amend and supplement this Revived Declaration without the consent or joinder of any Owner or mortgagee of land in the Subdivision.

Section 3.2 **Platting and Subdivision Restrictions.** The Association may from time to time, plat or replat all or any part of the Subdivision, and may file Subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Subdivision.

**ARTICLE IV**  
**PROPERTY RIGHTS**

Section 4.1 **Ownership, Maintenance, and Use of Common Property.** The Association shall at all times be responsible for maintaining the Common Property. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Association to grant easements and rights of way as either may deem appropriate for the proper maintenance of the Subdivision, including and without limitation, the Association's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and Common Property.

4.1.3 All provisions of this Revived Declaration, any plat of all or any parts of the Subdivision, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association.

4.1.5 Easements and restrictions of record affecting any part of the Common Property.

4.1.6 Each Lot shall be provided access via a driveway that may lie within the Common Property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, their guests, invitees and authorized delivery persons.

4.1.7 The exclusive use rights of individual Lot Owners as provided in Section 4.3.

Section 4.2 **Easement Across Adjacent Residential Parcels.** As the nature of housing within the subdivision necessitates the entry into an adjacent Lot for the purpose of maintaining dwellings, each Owner, by acceptance of the deed, grants the adjacent Owner or its agents or employees the right of ingress and egress over their Lot where necessary or desirable to permit the maintenance and repair of such adjacent dwelling or other improvements but for no other purpose. Such entry shall be in a reasonable manner and at reasonable hours. Any dispute regarding the exercise of such easement rights shall be settled by decision of the Board.

Section 4.3 **Use and Maintenance of Limited Common Areas.** Notwithstanding any other provision of this Revived Declaration, each Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of their Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of their Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Revived Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. Each Lot Owner shall not place or erect any structure within the Limited Common Area, except in accordance with Article IX of this Revived Declaration.

## **ARTICLE V THE ASSOCIATION**

Section 5.1 **Membership.** Each Owner shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessments.

Section 5.2 **Classes and Voting.** The Association shall have such classes of membership as are set forth in the Articles.

Section 5.3 **Duties and Obligations Re: Common Area.** It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary

and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured the maximum insurable replacement value, excluding foundation and excavation coats, as determined by the Board. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvement similar in construction, location and use as the improvements on the Common Property, including but not limited to vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

## **ARTICLE VI**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed, or other conveyance of a Lot, including any purchaser at a judicial sale, hereby covenants and agrees to pay to the Association any annual assessments or charges and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 **Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

Section 6.3 **Rate of Assessment.** Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved Lot subject to assessment.

Section 6.4 **Annual Assessments.** The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the



Association, and its decision as to the amount of the annual assessment shall be dispositive. The annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15% unless approved by a vote of two-thirds (2/3) of the Board.

Section 6.5 **Supplemental Assessments.** If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

Section 6.6 **Special Assessment for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Association may levy a special assessment in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the Board.

Section 6.7 **Negligence.** Any Owner shall be liable to the Association for the expense of any maintenance repair or replacement of the Common Property rendered necessary by their act, neglect, or carelessness or by that of their family, guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.8 **Date of Commencement of Annual Assessments and Due Dates.** The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. The payment schedule and due date of any assessment shall be fixed in the resolution authorizing such assessments.

Section 6.9 **Duties of the Board in Fixing Assessments.** The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Subdivision, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.10 **Creation of Lien for Assessments.** All Lots shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of

this Revived Declaration. The lien of the Association shall be effective from and after recording of the Revived Declaration. Such claim of lien shall include only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction.

Section 6.11 **Effect of Non-Payment of Assessment.** If any assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to foreclose the lien against the applicable Lot. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 6.12 **Subordination to Lien of Mortgages.** The lien of any assessments provided for by this Revived Declaration shall be subordinate to the lien of any first mortgage on such lot made by a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085, Florida Statutes, or any statute or law of similar import.

Section 6.13 **Exempt Property.** The Board shall have the right to exempt any parcel in the Subdivision from the assessments, charges, and liens created herein, provided that such part of the parcel exempted is used (and continues to be used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Property.
- (c) Any of the Subdivision exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges, or liens.



**ARTICLE VII**  
**OTHER HOMEOWNERS ASSOCIATIONS AND RESTRICTIONS**

Section 7.1 **Players Club at Sawgrass.** There is an additional homeowner's association to which Owners will automatically become members upon the acceptance of a deed to a Lot, the Players Club Association. The Players Club Association represents residents of the Players Club at Sawgrass, including the Subdivision, and its members are those persons appointed or elected in accordance with its articles of incorporation and bylaws. The Players Club Association, acting through its board of directors, shall have certain powers, rights and duties with respect to the Subdivision as more particularly set forth in the Players Club Covenants.

Section 7.2 **Lien Rights.** The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Players Club Covenants.

Section 7.3 **Responsibilities of this Association.** If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Revived Declaration, and under any other documents relevant to the Subdivision, the Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association shall be reimbursed by the Association.

**ARTICLE VIII**  
**EXTERIOR MAINTENANCE ASSESSMENT**

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Lot upon which such maintenance is performed or, in opinion of the Board, the Lot(s) benefiting from the maintenance. When more than one Lot is benefitted, the assessment shall be apportioned among the Lot(s) involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Lot pursuant to Article VI of this Revived Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal

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obligation of the Owner of such Lot shall become due and payable on all respects, together with interest and fees for the cost of collection as provided for in Section 6.11, and shall be subordinate to mortgage liens to the extent provided by Section 6.12.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

**ARTICLE IX**  
**ARCHITECTURAL CONTROL OF SUBDIVISION**  
**AND ARCHITECTURAL REVIEW BOARD**

Section 9.1 **Necessity of Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association (and by the Players Club Association in accordance with its bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the architectural control criteria for the Subdivision, as may be amended from time to time. It shall be the burden of each Owner to supply a set of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not, be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 9.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of not less than three (3) members, as determined by the Board. ARB members need not be members of the Association. Members of the ARB shall be appointed by, and serve at the pleasure of, the Board. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board.

Section 9.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

9.3.1 To recommend amendments of the architectural control criteria to the Board. Any amendment of the architectural control criteria shall be consistent with the provisions of this Revived Declaration and shall not be effective until adopted by a majority of the Board, at a meeting duly called and noticed at which a quorum is present and voting, and approved by a majority of the members of the ARB, at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the ARB, notice of any amendment to the architectural control criteria, including a verbatim copy of such amendment shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the architectural control criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to the ARB of a complete set of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, marsh walkway or observation deck, landscape device or object, driveway or other improvement, the construction or placement of which is proposed upon any Lot, signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Revived Declaration and the architectural control criteria.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decisions, for a review thereof. The determination of the Board upon review any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing request for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 9.4 **Players Club Association Architectural Control.** In addition to the architectural and landscaping control requirements established by this Revived Declaration, each Lot is subject to the architectural control of the Players Club Association as provided in the Players Club Covenants. It shall be each Owners responsibility to apply to and receive approval from the Players Club Association prior to construction of any improvements or alteration with the Subdivision. Any architectural review conducted by the Association is subject to review by the Players Club Association Architectural Review Board ("PCAARB"). The decision of the PCAARB shall be final and supersede any decision of the Association or ARB.

Section 9.5 **Compensation of ARB.** Members of the ARB shall serve without compensation provided, however, the Board may appoint professionally qualified persons (including, but not limited to, architects and landscape architects) to the ARB, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

Section 9.6 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association, Players Club Association, ARB, or PCAARB contemplated under this Article, neither the Players Club Association, PCAARB, ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Players Club Association, PCAARB, the Association, or the ARB.

## **ARTICLE X** **RESTRICTIONS**

Section 10.1 **Residential Use.** The Lots subject to this Revived Declaration may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to recorded plats of the subdivision unless the ARB gives its prior written consent.

Section 10.2 **No Detached Buildings.** No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the ARB. No tents, trailer, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Board.

Section 10.3 **Layout.** In order to assure that the location of dwellings will be practical and appropriate, visual and acoustical privacy, the maximum amount of view and breeze will be available to each dwelling, and that the structures will be located with regard to the topography of each Lot, the Association reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots.

Section 10.4 **Lot Coverage.** No improvement which covers more than 75% of the Lot shall be constructed on any Lot. In calculating the Lot coverage, the square footage comprising the dwelling, garage area, approved detached buildings and any area covered by an awning or cabanas which serve the function of a building shall be included. Lot coverage shall exclude screened enclosures not having a roof impervious to weather.

Section 10.5 **Motor Vehicles and Boats.** No boats, recreational vehicles or other motor vehicles, except four wheel passenger motor vehicles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning, except that motor vehicles may be parked in the driveway if the number of permanent occupants of the Lot who are licensed drivers exceeds the number of garage spaces, in which case motor vehicles may be parked in the driveway of that Lot. Commercial vehicles shall not be parked within public view on a regular basis.

Section 10.6 **Construction.** Construction trailers may be parked in the Subdivision only with the express written consent of the Association and in an area designated by the Association. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.7 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any Lot or Common Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna.** No aerial antenna or satellite dish shall be affixed to the exterior of any building on any Lot without approval of the ARB.

Section 10.9 **Lakes; Maintenance Easement.** The right to pump or otherwise remove any water from the lakes now existing or which may hereafter be erected either within the Subdivision or adjacent or near thereto, for the purpose of irrigation or other use, and the placement of any matter or object in such lakes shall require the written consent of the Association and the Players Club Association. The Association and the Players Club Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi and in on such lakes. No docks, bulkheads, moorings, pilings, boat shelters or other structure shall be constructed on any embankments adjacent to such lakes or within such lakes without the written consent of the Players Club Association or PCAARB. No gas or diesel driven boat shall be permitted to be operated on any lakes. Lots which now, or may hereafter be, be adjacent to a lake (the "Lake Lots") shall be maintained by the Owners and any Common Property embankments shall be maintained by the Association so that grass, planting or other lateral support to prevent erosion of the embankment of the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Players Club



Association or PCAARB. The area, if any, between the rear Lot line of any Lake Lot and the water's edge of any lake shall also be maintained by the Owner of said Lake Lot as if said area were a portion of the Lot and shall be landscaped and/or sodded by said Owner. If the Owner of any Lake Lot or the Association fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Players Club Association or its agent or representative shall have the right, but no obligation, to enter upon any such Lake Lot or area to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such Lake Lot or the Association. Owners shall have the right to reasonable use and benefit of the lakes now existing or which may hereafter be erected, either within the Subdivision or adjacent thereto, subject to the rights of the Players Club Association to adopt reasonable rules and regulations from time to time in connection with use of the lakes by Owners and members of the Players Club Association. The Players Club Association or the Association shall have the right to deny such use to any person who in the opinion of Association, or in the opinion of the Players Club Association may create or participate in the disturbance or nuisance on any part of the lakes. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Players Club Association, as may be designated by the Association or the Players Club Association from time to time.

**Section 10.10 Landscaping Maintenance.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or offered to remain anywhere thereon. All Lots, portions of the Subdivision, and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter to upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board detracts from the overall beauty and safety of the Subdivision, in accordance with the provisions of Article VIII hereof.

**Section 10.11 Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Revived Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

**Section 10.12 No Further Subdivision.** No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size

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of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any Lot shall not reduce the total assessments attributable to the Lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association assessments attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Revived Declaration shall apply thereto as a single Lot except as to assessments provided for herein.

Section 10.13 **Trees**. No tree or shrub, the trunk of which exceeds four inches in diameter, at one (1) foot above natural grade, shall be cut down, destroyed or removed from the Lot without the prior express written consent of the ARB.

Section 10.14 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.15 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARB.

Section 10.16 **Lighting**. No external lighting shall be installed without the prior approval of the ARB. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.17 **Animals**. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. Animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners or destructive of wildlife or property, the animal may not thereafter be kept on a Lot.

Section 10.18 **Fences**. Except as originally provided by the Developer, or as approved by the ARB to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

Section 10.19 **Additional Restrictions**. All dwellings constructed within the Subdivision are also subject to the architectural control criteria, as amended from time to time, and the architectural review powers of the PCAARB as provided in the Players Club Covenants.

Section 10.20 **Maintenance of Driveways**. Each Owner shall be responsible for maintenance of the driveway serving the applicable Lot.

Section 10.21 **Building Setbacks**. All dwellings constructed within the Subdivision shall be setback at least ten feet from the front and rear Lot lines.

Section 10.22 **Docks**. Any construction of a dock adjacent to any Lot shall be subject to the terms and conditions of that certain Easement Agreement by and between Developer and Arvida Corporation, as amended from time to time, recorded in Official Records Book 629 page 717, of the Public Records of St. Johns County, Florida.

Section 10.23 **Prohibition on Timesharing**. No residence within the Subdivision may be divided into timeshare units as defined in Section 721.05 of the Florida Statutes.

## **ARTICLE XI**

### **UTILITY PROVISIONS**

Section 11.1 **Water System**. The central water supply system provided for the service of the Subdivision shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay their own water meter charges and shall maintain and repair all portion of such water lines located within the boundaries of the applicable Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 11.2 **Irrigation System**. Irrigation for the Common Property shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system. The Owner shall be solely responsible for the maintenance of the system located on their Lot and for any cost incurred in obtaining a water supply to the system.

Section 11.3 **Sewage system**. The central sewage system provided for the service of the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of their respective Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Subdivision.

Section 11.4 **Garbage Collection**. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Players Club Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 11.5 **Electrical and Telephone Service**. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

## **ARTICLE XII**

### **RIGHTS AND EASEMENTS**

Section 12.1 **Utilities**. The Association, as successor to the Developer, holds for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers,

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sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over (i) any area designated as an easement, private street or right-of-way area, on the plat of the Subdivision; (ii) the Common Property; and (iii) a strip of land within each Lot ten (10) feet in width at the front of each Lot and along the side of each Lot opposite the side on which the residence constructed is located.

Section 12.2 **Drainage**. Drainage flow shall not be obstructed or diverted from drainage easements. The Association or the Players Club Association, may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Subdivision and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Revived Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 12.3 **Future Easements**. The Association, as successor to the Developer, has the right to grant easements and rights of way over, under and through the Common Property. The easements held by the Association shall not be exercised in a manner that will materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 12.4 **Cable Television or Radio**. The Association, as successor to the Developer, holds for itself and its successors and assigns, an easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Subdivision.

Section 12.5 **Easements for Maintenance Purposes**. The Association, as successor to the Developer, holds for itself and Players Club Association, their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Association or Players Club Association.

Section 12.6 **Sidewalks**. The Association, as successor to the Developer, holds for itself and the Players Club Association, their agents, employees, designees, successors and assignees, an easement in, on, over and upon Tract A as shown on the plat of the Subdivision for construction and installation of, and ingress and egress upon, paths, bike paths and/or sidewalks located thereon.

Section 12.7 **Reservation of Right to Release Restrictions**. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, the Association, as successor to the Developer, shall have the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the

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Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as the Association, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Subdivision. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

### **ARTICLE XIII** **RIGHTS GRANTED TO OWNERS**

Section 13.1 **Players Club Roadways**. Each Owner and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Association or the Players Club Association to serve the property, holders of mortgage liens on any Lot and such other persons as the Association or the Players Club Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across Parcel A of the plat of Water Oak, recorded in Map Book 14, pages 51 through 54, and across Parcel A of the plat of Oak Bridge Roadways, recorded in Map Book 15, pages 42 through 44, of the public records of St. Johns County, Florida, subject, however, to the terms and conditions of the Players Club Covenants.

Section 13.2 **Subdivision Roadways**. The Subdivision roadway and right-of-way, designated on the recorded plat of Players Club Unit One as Tract A shall constitute part of the Common property. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Association, to serve the Subdivision and such other persons as the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the subdivision roadway, subject to matters referenced in Article IV hereof.

Section 13.3 **Sidewalks**. Each Owner shall have the right to the use and benefit of the paths and sidewalks located within the Subdivision for ingress and egress throughout the Subdivision. No improvements of any kind will be constructed or placed upon sidewalks without the written approval of the ARB, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association. Each Lot shall be subject to an easement for ingress and egress across the front Lot line to a depth of five (5) feet for the installation, maintenance and use of sidewalks.

### **ARTICLE XIV** **GENERAL PROVISIONS**

Section 14.1 **Duration and Remedies for Violation**. The covenants and restrictions of this Revived Declaration shall run with title to and bind the property in the Subdivision, and shall inure to the benefit of and be enforceable by the Association, Players Club Association or the Owner of any property subject to this Revived Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this



Revived Declaration is recorded, after which time these covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner(s) of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Revived Declaration. For purposes of this Section, expenses of litigation shall include reasonable attorneys' fees and costs incurred by the Association or both in seeking enforcement. In addition, the Association may levy reasonable fines, not to exceed \$100 per violation, against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. In any action to recover a fine, the expense of such litigation shall be borne by the then Owner(s) of the subject Lot, provided such proceeding results in a finding that such Owner was in violation of this Revived Declaration. A fine or suspension may not be imposed without compliance with Section 720.305, Florida Statutes, as the same may be amended from time to time.

Section 14.2 **Notices**. Any notice required to be sent to any member, Owner, or the Association under the provisions of this Revived Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 14.3 **Severability**. Invalidation of any portion of this Revived Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4 **Amendment**. This Revived Declaration may be amended at any time as follows:

14.4.1 The text of the proposed amendment must be included in the notice of a duly called meeting of the Owners.

14.4.2 The amendment must be approved by the Owners of at least two-thirds of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to their signature on the copy of the amendment.

14.4.3 Upon approval of the amendment by the Owners, the president of the Association shall execute and the secretary of the Association shall attest to a copy of the amendment which document shall be recorded in the public records of St. Johns County, Florida.

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Section 14.5 **Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.6 **Potential Conflicts with Chapter 720, Florida Statutes.** In the event of any conflict or any ambiguity between the terms of this Revived Declaration and the provisions of Chapter 720, Florida Statutes (or any law of similar import), as the same may be amended from time to time (together "Chapter 720"), the provisions of Chapter 720 shall control.

Section 14.7 **Exhibits.** In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by legal and graphic descriptions described on Exhibit A attached hereto and made a part hereof. The name of each parcel owner and the description of each parcel subject to this Revived Declaration is set forth on **Exhibit B** attached hereto and made a part hereof. A true and correct copy of the Association's Articles of Incorporation is attached hereto as **Exhibit C**, which is hereby made a part hereof, and a true and correct copy of the Association's Bylaws is attached hereto as **Exhibit D**, which is hereby made a part hereof. In accordance with Section 720.407, Florida Statutes, a true and correct copy of the letter of approval of this Revived Declaration from the Department of Economic Opportunity, State of Florida, is attached hereto as **Exhibit E**, which is hereby made a part hereof.

Section 14.8 **Effective Date.** This Revived Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

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

Signed, sealed and delivered in the presence of:

**LAKESIDE PATIO HOMES  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida non-profit corporation

Cassidy Bergstrom  
Cassidy Bergstrom  
Diane W. Djanatinedjad  
Diane W. Djanatinedjad  
STATE OF FLORIDA )

By: Sarah Elizabeth McAlhough  
Name: Sarah Elizabeth McAlhough  
Its: President

COUNTY OF ST. JOHNS )

The foregoing Revived Declaration of Covenants and Restrictions for Lakeside (Patio Home Lots) was acknowledged before me this 12<sup>th</sup> day of December, 2016, by Sarah Elizabeth McAlhough President of **LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation.

(Notarial Seal)



Diane W. Djanatinedjad  
Notary Public, State of Florida at Large  
My Commission Expires: 3-25-17

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**Exhibit "A"**

**The Subdivision**

All lands contained in the plat of Players Club Unit One, according to the plat thereof recorded in Map Book 15, Pages 60, 61, and 62 of the public record of St. Johns County, Florida.

COPY

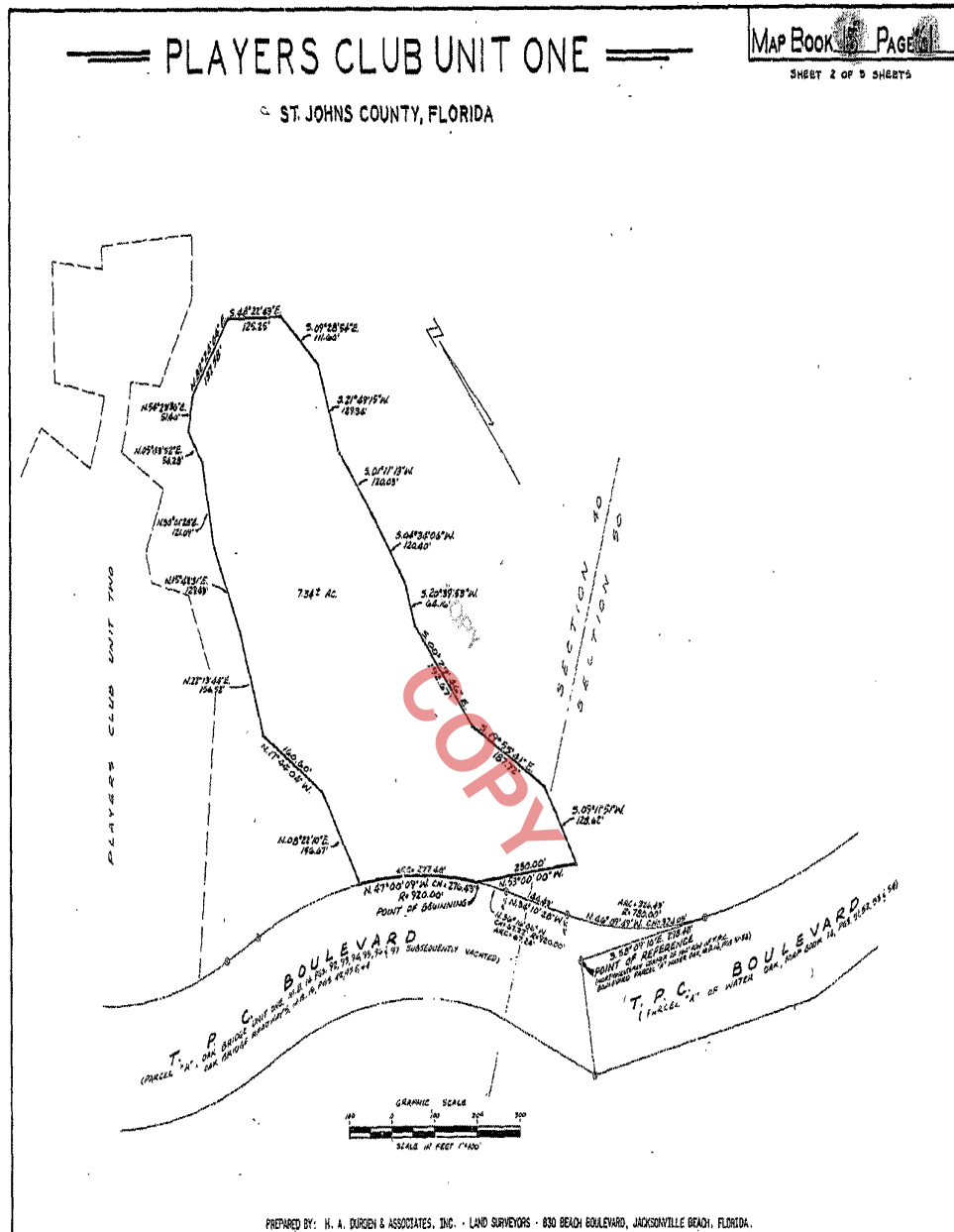
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PLAYERS CLUB UNIT ONE		MAP BOOK 15 PAGE 60
ST. JOHNS COUNTY, FLORIDA		
<p><b>CAPTION:</b> A PART OF THE TRACTS OF THOMAS FITCH GRANT, SECTION 40 AND A PART OF THE CHRISTINA HILL OR FITCH GRANT, SECTION 50; ALL IN TOWNSHIP 3 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWESTERLY CORNER OF THE 160 FOOT RIGHT OF WAY OF T.P.C. BOULEVARD, AS DESCRIBED AS PARCEL "A" ON THE SUBDIVISION OF WATER OAK, AS RECORDED IN MAP BOOK 14, PAGES 51, 52, 53 AND 54 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S. 55°49'10"E., ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF T.P.C. BOULEVARD, A DISTANCE OF 238.48 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 780.00 FEET (THE SAME BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF T.P.C. BOULEVARD, AS DESCRIBED IN PARCEL "A", ACCORDING TO DAK BRIDGE UNIT ONE, AS RECORDED IN MAP BOOK 14, PAGES 92, 93, 94, 95, 96 AND 97 OF THE PUBLIC RECORDS OF SAID COUNTY AND SUBSEQUENTLY VACATED), A CHORD BEARING OF N. 40°09'48"W. AND A CHORD DISTANCE OF 324.05 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG THE RIGHT OF WAY LINE OF SAID T.P.C. BOULEVARD, N. 34°10'28"W., A DISTANCE OF 144.43 FEET TO THE POINT OF CURVE UP A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 30°16'05"W. AND A CHORD DISTANCE OF 67.22 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN BEING DESCRIBED; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING OF N. 47°00'09"W. AND A CHORD DISTANCE OF 276.43 FEET; THENCE N. 08°22'10"E., A DISTANCE OF 150.67 FEET; THENCE N. 17°44'14"W., A DISTANCE OF 160.80 FEET; THENCE N. 22°13'44"E., A DISTANCE OF 154.52 FEET; THENCE N. 15°42'51"E., A DISTANCE OF 120.43 FEET; THENCE N. 50°41'20"E., A DISTANCE OF 121.50 FEET; THENCE N. 05°41'53"E., A DISTANCE OF 54.20 FEET; THENCE N. 54°22'35"E., A DISTANCE OF 51.40 FEET; THENCE N. 82°24'04"E., A DISTANCE OF 137.58 FEET; THENCE S. 49°22'43"E., A DISTANCE OF 125.25 FEET; THENCE S. 09°28'14"E., A DISTANCE OF 111.60 FEET; THENCE S. 21°49'15"W., A DISTANCE OF 120.34 FEET; THENCE S. 01°11'13"W., A DISTANCE OF 120.03 FEET; THENCE S. 04°34'08"W., A DISTANCE OF 120.40 FEET; THENCE S. 20°39'43"W., A DISTANCE OF 84.16 FEET; THENCE S. 00°28'46"E., A DISTANCE OF 152.67 FEET; THENCE S. 19°48'41"E., A DISTANCE OF 187.72 FEET; THENCE S. 09°11'51"W., A DISTANCE OF 128.62 FEET; THENCE N. 53°00'30"W., A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7.34 ACRES MORE OR LESS.</p>		
<p><b>CERTIFICATE OF APPROVAL</b> COUNTY ATTORNEY</p> <p>THIS IS TO CERTIFY THAT THIS PLAT OF PLAYERS CLUB UNIT ONE HAS BEEN EXAMINED AND APPROVED BY THE ST. JOHNS COUNTY ATTORNEY ON THIS <u>24th</u> DAY OF <u>July</u>, A.D., 1983.</p> <p>BY: <u>[Signature]</u> COUNTY ATTORNEY</p>	<p><b>CERTIFICATE OF APPROVAL</b> BOARD OF COUNTY COMMISSIONERS</p> <p>THIS IS TO CERTIFY THAT THIS PLAT OF PLAYERS CLUB UNIT ONE HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA THIS <u>24th</u> DAY OF <u>July</u>, A.D., 1983. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.</p> <p>BY: <u>[Signature]</u> CHAIRMAN, ST. JOHNS COUNTY BOARD OF COMMISSIONERS</p>	<p><b>CERTIFICATE OF APPROVAL</b> PLANNING DEPARTMENT</p> <p>THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES THIS FINAL PLAT OF PLAYERS CLUB UNIT ONE ON THIS <u>24th</u> DAY OF <u>July</u>, A.D., 1983.</p> <p>BY: <u>[Signature]</u> ST. JOHNS COUNTY PLANNING OFFICIAL</p>
<p><b>ADOPTION AND DEDICATION</b> THIS IS TO CERTIFY THAT THE UNDERSIGNED ARVIDA CORPORATION, A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, IS THE LANDLORD OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HEREOFORTH TO BE KNOWN AS PLAYERS CLUB UNIT ONE, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS IS DEDICATED TO THE COUNTY OF ST. JOHNS OR TO THE PUBLIC. TRACTS "A" TOGETHER WITH THE EASEMENTS FOR DRAINAGE AND UTILITIES DESIGNATED ON THIS PLAT, SHALL REMAIN PRIVATE AND THE SOLE AND EXCLUSIVE PROPERTY OF ARVIDA CORPORATION OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS HEREINAFTER PROVIDED. ARVIDA CORPORATION DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND THEIR GUESTS, INVITEES AND DOMESTIC HELP, AND TO THE DELIVERY, PICK-UP AND FINE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY SAID ARVIDA CORPORATION OR ITS SUCCESSORS OR ASSIGNS TO SERVE THE LAND SHOWN ON THIS PLAT, HOLDERS OF MORTGAGES ON SUCH LANDS AND SUCH OTHER PERSONS AS ARVIDA CORPORATION OR ITS SUCCESSORS OR ASSIGNS MAY FROM TIME TO TIME DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID TRACT "A" AND EASEMENTS; REGARDLESS OF THE PROCEEDING PROVISIONS, ARVIDA CORPORATION RESERVES THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON (OTHER THAN LOT OWNERS AND MORTGAGE HOLDERS) WHO IN THE OPINION OF SAID ARVIDA CORPORATION OR ITS SUCCESSORS OR ASSIGNS MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR A NUISANCE ON ANY PART OF THE LAND SHOWN ON THIS PLAT.</p> <p>IN WITNESS WHEREOF, ARVIDA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE-PRESIDENT AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, IN ITS NAME AND WITH ITS CORPORATE SEAL AFFIXED, THIS <u>24th</u> DAY OF <u>July</u>, A.D., 1983.</p> <p>ARVIDA CORPORATION</p> <p><u>[Signature]</u> <u>[Signature]</u> <u>[Signature]</u> WITNESS PETER S. RAMELL VICE PRESIDENT</p>		
<p><b>STATE OF FLORIDA</b> COUNTY OF ST. JOHNS</p> <p>THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS <u>24th</u> DAY OF <u>July</u>, A.D., 1983 BY PETER S. RAMELL AS VICE-PRESIDENT OF ARVIDA CORPORATION, A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF THE CORPORATION.</p> <p><u>[Signature]</u> NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES: <u>2/1/85</u></p>		
<p><b>CERTIFICATE OF APPROVAL</b> ZONING OFFICIAL</p> <p>THE ST. JOHNS COUNTY ZONING OFFICIAL HEREBY APPROVES THIS FINAL PLAT OF PLAYERS CLUB UNIT ONE, ON THIS <u>24th</u> DAY OF <u>June</u>, A.D., 1983.</p> <p>BY: <u>[Signature]</u> ST. JOHNS COUNTY ZONING OFFICIAL</p>		
<p><b>CERTIFICATE OF SURVEYOR</b> THIS IS TO CERTIFY THAT THE UNDERSIGNED IS A CURRENTLY LICENSED AND REGISTERED LAND SURVEYOR IN AND BY THE STATE OF FLORIDA AND AS SUCH DOES HEREBY FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS SURVEYED UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.07 FLORIDA STATUTES; AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND FURTHER CERTIFIES THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS WILL BE SET ACCORDING TO THE REQUIREMENTS OF SAID CHAPTER 177.</p> <p>H. A. DUDEN &amp; ASSOCIATES, INC. 830 BEACH BOULEVARD JACKSONVILLE BEACH, FLORIDA</p> <p>SIGNED THIS <u>12th</u> DAY OF <u>July</u>, A.D., 1983</p> <p>BY: <u>[Signature]</u> H. BRUCE DUDEN, REGISTERED LAND SURVEYOR NO. 1674, STATE OF FLORIDA</p>		

PREPARED BY: H. A. DUDEN &amp; ASSOCIATES, INC. - LAND SURVEYORS - 830 BEACH BOULEVARD, JACKSONVILLE BEACH, FLORIDA

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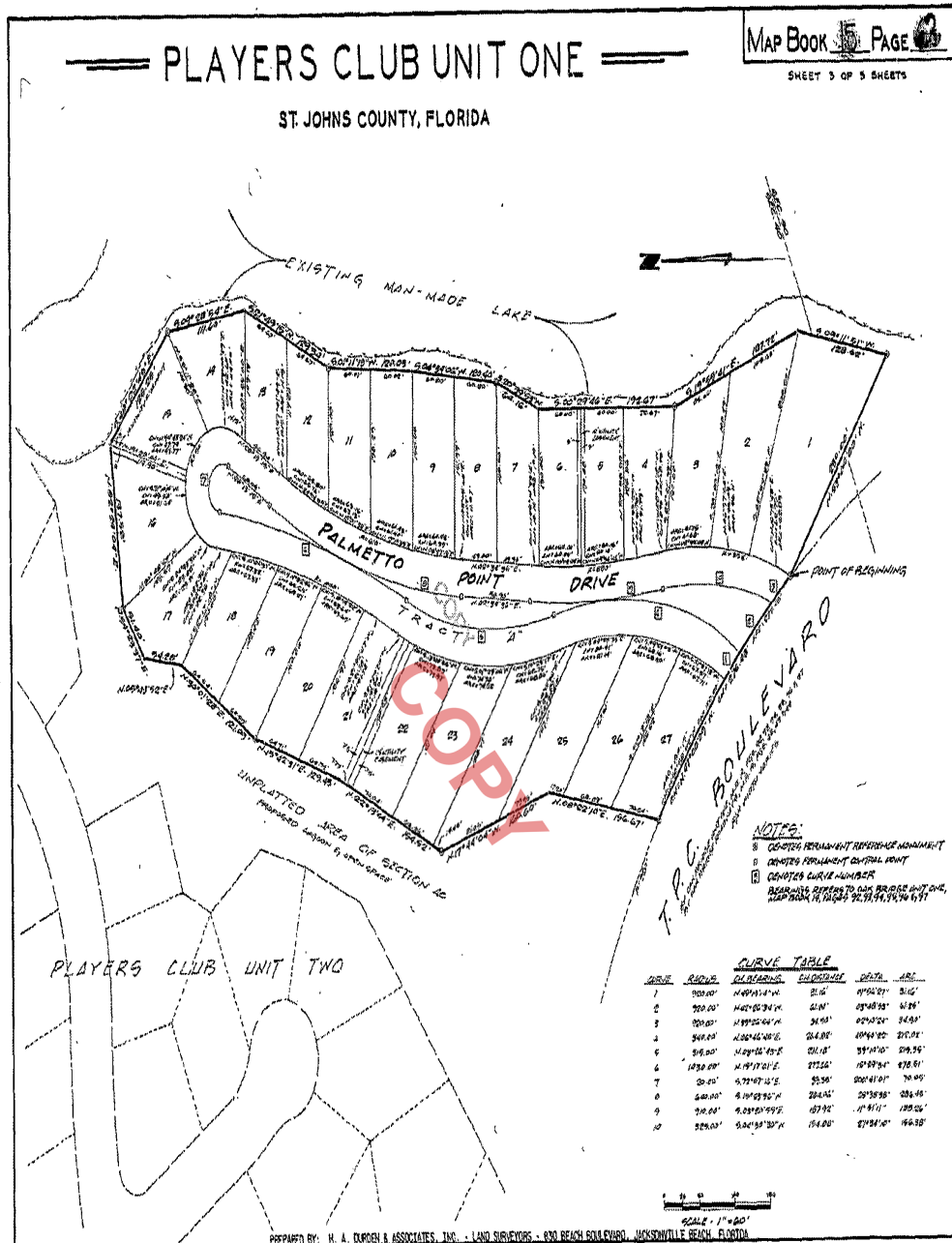
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**Exhibit "B"****Names of Parcel Owners and Description of Parcels**

<b>Name</b>	<b>Address</b>	<b>Property</b>
Anita Fleming, John G. Fleming Jr.	2002 Palmetto Point	Lot 1
William C. Burnfield Living Trust, William Conrad Burnfield	2004 Palmetto Point	Lot 2
Jamille M. Engstrom	2006 Palmetto Point	Lot 3
Durbin Family Trust, Larry A. Durbin, Theodora H. Durbin	2008 Palmetto Point	Lot 4
Richard J. Mariano, Julie E. Mariano	2010 Palmetto Point	Lot 5
Robert M. Gill Living Trust, Bruce B. Gill Trustee	2012 Palmetto Point	Lot 6
Barbara Le Voy Revocable Living Trust, Barbara Bertie Le Voy	2014 Palmetto Point	Lot 7
Robert J. Jones, Sharon P. Jones	2016 Palmetto Point	Lot 8
Dane M. Leslie	2018 Palmetto Point	Lot 9
William E. Mullen, Barbara R. Mullen	2020 Palmetto Point	Lot 10
Todd G. Galley, Deirdre D. Galley	2022 Palmetto Point	Lot 11
Ralph P. Mullinax, Susan B. Mullinax	2024 Palmetto Point	Lot 12
A. Sur Mark Trust Agreement, A. Sur Mark Trustee	2026 Palmetto Point	Lot 13
James A. Viti, Joann S. Viti	2028 Palmetto Point	Lot 14
Sarah Elizabeth McAlhany Living Trust, Sarah Elizabeth McAlhany	2030 Palmetto Point	Lot 15
Gerald Cannon, Neva Settles	2032 Palmetto Point	Lot 16
Joan Keating	2027 Palmetto Point	Lot 17
Robert G. Fajans, Lynda L. Fajans	2025 Palmetto Point	Lot 18
Mark L. Mulholland, Kathryn S. Mulholland	2023 Palmetto Point	Lot 19
Robert P. Shannon, Verna J. Shannon	2021 Palmetto Point	Lot 20
John J. Mullaney, Patricia A. Mullaney	2019 Palmetto Point	Lot 21
Kristopher R. Urcan, Jennifer B. Urcan	2017 Palmetto Point	Lot 22
Deborah M. Skorewicz, Dennis J. Skorewicz	2015 Palmetto Point	Lot 23
Michael John Panczykowski	Mailing: 135 Strong Branch Dr. Ponte Vedra Beach 32082 Site: 2011 Palmetto Point	Lot 24
Lawrence A. Ratchford, Jr. Elizabeth W. Ratchford	2009 Palmetto Point	Lot 25
Christine Lendry, Bryan J. Lendry	2007 Palmetto Point	Lot 26
Michael J. Sinelli, Susan A. Sinelli	Mailing : PO Box 859, Keystone Heights 32656 Site: 2005 Palmetto Point	Lot 27

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**Exhibit "C"**

Articles of Incorporation

COPY

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Draft #1  
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## EXHIBIT A

ARTICLES OF INCORPORATIONOFLAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.I. NAME.

The name of this corporation shall be LakeSide Patio Homes Homeowners Association, Inc. (the "Association").

II. PURPOSES.

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the owners of the property within the residential area subject to the Declaration of Covenants and Restrictions for LakeSide (the "Declaration") to be executed by Palmetto Point Development Corporation and to be recorded in the Public Records of St. Johns County, Florida. The property subject to the Declaration consists of that certain real property situated in St. Johns County, Florida, described below together with any additional property made subject to the Declaration in accordance with Article III thereof (the "Property").

Players Club Unit One, according to plat thereof recorded in Map Book 15, pages 60 through 62 of the Public Records of St. Johns County, Florida.

"Developer", "Owner", "Lot", "Unit" and "Common Areas" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the Declaration.

B. To own and maintain, insure, repair and replace the general and/or Common Areas, roadways, parks, sidewalks and/or access paths, street and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting the Property for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of, landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in North Gate, as well as the alteration, and/or changes thereto.

D. To provide for private security, fire protection and such other services and the capital improvements and equipment related thereto within the Property for which the Association has accepted or may accept the responsibility.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association (the "Board"), in the Declaration hereinabove described.

III. GENERAL POWERS.

The general powers that the Association shall have are

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as follows:

A. To hold funds solely and exclusively for the benefit of the Association members for the purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers or appoint agents where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interest in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property and the costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize the Board, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user of Association property when such is deemed appropriate by the Board.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a non-profit corporation by the laws of the State of Florida, except as prohibited herein.

#### IV. MEMBERS.

A. The members shall consist of the Owners of property within the Property and all such Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property within the Property.

2. Class B Member. The Class B Member shall be Palmetto Point Development Corporation, a South Carolina corporation, or its designee, successor or assignee as Developer of the Property.

#### V. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote



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be cast with respect to any Lot owned by one or more Class A Members.

B. The Class B Member shall be entitled to three (3) votes for each Lot in which he holds the interest required for membership. The Class B Member shall have the right to appoint a majority of the Board so long as it owns at least one (1) Lot within the Property.

C. Except as otherwise provided by these Articles, the Declaration, or the Bylaws of LakeSide Patio Homes Homeowners Association, Inc. (the "Bylaws"), the affirmative vote of a majority of the votes which are entitled to be cast by the Owners of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

D. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

#### VI. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board consisting of three (3) Directors. So long as the Developer shall have the right to appoint a majority of the Board, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association. There shall be one (1) Director appointed by the Class A Members so long as the Class B Member has the right to elect a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years. In addition, the Class B Member shall appoint two (2) Directors to serve for a term of two (2) years. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by a Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

Jerry C. Morgan	Post Office Box 5848 Hilton Head Island, South Carolina 29938
Edward S. O'Neill	Post Office Box 5848 Hilton Head Island, South Carolina 29938
Cary S. Griffin	Post Office Box 5666 Hilton Head Island, South Carolina 29938-5666

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VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1985 and until their successors are duly elected and qualified are:

President	Jerry C. Morgan
Secretary/ Treasurer	Cary S. Griffin
Vice President	Edward S. O'Neill

VIII. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

IX. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles.

X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles and the Bylaws may be altered, amended or repealed by vote of a majority of the Board of Directors. So long as the Developer owns any Lot(s) within the Property, no amendment shall be effective without the prior written consent of Palmetto Point Development Corporation or its successors or assigns, as Developer. No amendment affecting the use, sale or lease of the Common Areas, as defined in the Declaration, shall be adopted or effective without the prior approval of the Developer. Any amendments shall be effective upon passage by the Board and approval by the Developer. No amendments to the Articles or Bylaws need be recorded in the public records.

XI. SUBSCRIBERS.

The names and addresses of the subscribers are as follows:

Jerry C. Morgan Post Office Box 5848 Hilton Head Island, South Carolina 29938
Edward S. O'Neill Post Office Box 5848 Hilton Head Island, South Carolina 29938
Cary S. Griffin Post Office Box 5666 Hilton Head Island, South Carolina 29938-5666

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(P. 19)  
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Change  
(Consent)  
X

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1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

**XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

A. No contract or transaction between the Association and

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one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the votes of each Class of the Association's membership.

B. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property, including the Common Areas, contributed to the Association by the Class B Member or other persons or entities shall be made to the Players Club Association, Inc. or its successor, unless the Players Club Association, Inc. or its successor refuses to accept such conveyance.
2. In the event the Players Club Association, Inc. or its successor refuses to accept such conveyance then such real property shall be dedicated to the county of St. Johns, or its successor, unless the county refuses to accept such dedication.
3. Remaining assets shall be distributed among the members as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

IN WITNESS WHEREOF, the subscribers have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Signed, sealed and  
delivered in the  
presence of:

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_  
Jerry C. Morgan

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_  
Edward S. O'Neill

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/s/  
Cary S. Griffin

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by Jerry C. Morgan, a  
Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

/s/  
Notary Public, State of \_\_\_\_\_  
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by Edward S. O'Neill, a  
Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

/s/  
Notary Public, State of \_\_\_\_\_  
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by Cary S. Griffin, a  
Subscriber of LAKESIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.

/s/  
Notary Public, State of \_\_\_\_\_  
at Large.

My Commission Expires:

(NOTARIAL SEAL)

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IN COMPLIANCE WITH SECTION 48.092, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

LAKE SIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC., DESIRING TO  
ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS  
PRINCIPAL PLACE OF BUSINESS AT THE CITY OF PONTE VEDRA BEACH,  
STATE OF FLORIDA, HAS NAMED LORI T. MOORHOUSE, LOCATED AT 1901  
INDEPENDENT SQUARE, JACKSONVILLE, FLORIDA 32202, AS ITS AGENT  
TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

LAKE SIDE PATIO HOMES  
HOMEOWNERS ASSOCIATION, INC.

By: 1/3  
Dated: \_\_\_\_\_

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS  
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I  
FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES  
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

1/4  
LORI T. MOORHOUSE  
Dated: \_\_\_\_\_

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**Exhibit "D"**

Bylaws

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EXHIBIT B

BYLAWSOFLAKE SIDE PATIO HOMES HOMEOWNERS ASSOCIATION, INC.I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for LakeSide ("Declaration") to be executed by Palmetto Point Development Corporation and to be recorded in the Public Records of St. Johns County, Florida, shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the LakeSide Patio Homes Homeowners Association, Inc. ("Association") shall be at 1901 Independent Square, Jacksonville, Florida 32202, or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot or other property which is subject to assessment.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of LakeSide Patio Homes Homeowners Association, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

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V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members elected or appointed by Developer) shall be made by a Nominating Committee appointed by the Board.

b. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board, if any. Within thirty (30) days of the date of the annual meeting the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board.

C. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot as provided in Section D of this Article and shall be made prior to the time fixed for the annual meeting.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board, by mail thirty (30) days prior to the annual meeting. The ballots shall (i) describe the vacancies to be filled by Class A Members, and (ii) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may cast one vote.

E. The members of the Board elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.

2. To appoint and remove at pleasure all officers, agents and employees of the Association, and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association

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and the discharge of its responsibilities and obligations.

6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

7. To establish a fiscal year for the Association and to change the dates of the fiscal year from time to time.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To fix the amount of assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

(c) To send written notice of each assessment to every member subject thereto.

#### VII. DIRECTORS MEETINGS.

A. A regular meeting of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors after not less than three (3) days notice of each Director.

C. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

#### VIII. OFFICERS.

A. The officers shall be a President, a Vice President, a Secretary/Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation. The President shall be a member of the Board, but the other officers need not be.

B. The officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held

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immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board.

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

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the Secretary of the Board, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep all records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such members.

H. 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, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

#### IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The LakeSide Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board. The committees (except the ARB) shall be appointed by the Board within thirty (30) days after each annual meeting of the Board, to serve until succeeding committee members have been appointed. The Board may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and



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functions described by these Bylaws.

C. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of property within the Property and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

D. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right within thirty (30) days of such decision, to make a written request to the Board, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership, and may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope and responsibility. A committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as may be concerned with the matter presented.

X. BOOKS AND PAPERS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

XI. MEETINGS OF MEMBERS.

A. The first annual meeting of the members shall be held on                     , 1985 or at such other date and time as the Board may select and as is specified in the notice of the meeting. Each subsequent annual meeting of the members shall be held on the anniversary of the first annual meeting or at such other date and time as the Board may select and as is specified in the notice of the meeting.

B. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon written request of the members who have a right to vote one-half of all votes of the entire membership.

C. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the Corporation. Each member shall be responsible for registering his address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

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D. The presence at the meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or the Declaration shall require a quorum as therein provided, if any.

XII. PROXIES.

1. At all corporate meetings of the members, each member may vote in person or by proxy.

2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months and every proxy shall automatically cease upon the sale by the member of his home or other interest in the property.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: LakeSide Patio Homes Homeowners Association, Inc., not for profit, 1984.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board except that no amendment affecting the Developer shall be effective without the Developer's written consent. Amendments shall be effective on the date of passage by the Board and approval of the Developer. No amendment need be recorded in the public records of St. Johns County, Florida.

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**Exhibit "E"**

Approval Letter from Florida Department of Economic Opportunity  
(see next page)

COPY

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**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

**FINAL ORDER NO. DEO-16-228**

November 22, 2016

Thomas M. Jenks, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water St.  
Suite 1750  
Jacksonville, Florida 32202

**Re: Lakeside Patio Homes Homeowners Association, Inc.**

Dear Mr. Jenks:

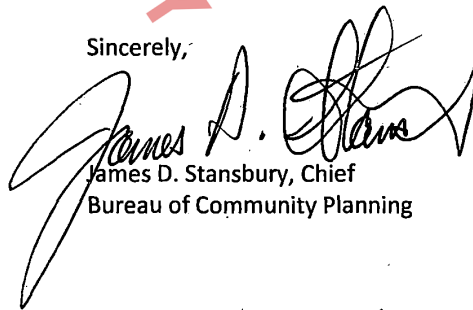
The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Lakeside Patio Homes Homeowners Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

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Thomas M. Jenks, Esq.  
November 22, 2016  
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FINAL ORDER NO. DEO-16-228

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

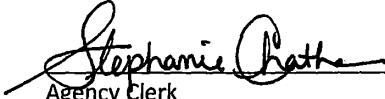
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Thomas M. Jenks, Esq.  
November 22, 2016  
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FINAL ORDER NO. DEO-16-228

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 22<sup>nd</sup> day of November, 2016.

  
\_\_\_\_\_  
Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Thomas M. Jenks, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water St.  
Suite 1750  
Jacksonville, Florida 32202

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning

COPY