



Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

eMail Address: HOAHillside@gmail.com

COMMUNITY MEETING NOTIFICATION

December 20, 2021

Dear Neighbor,

The "Hillside Homeowners Association of Clay County, Inc." will be holding its Annual Meeting. Please mark your calendar. Attendance is very important because the bylaws require 51% of its membership to be present or to have a signed proxy letter appointing another to establish a quorum, the meeting will be officially open to conduct and transact business. Due to the COVID19, we recommend wearing masks at the Community meeting and staying at least 6 feet apart. If you do not feel comfortable attending the meeting, please make sure you complete a proxy form. We will have coffee and donuts at the meeting.

WHERE: FEBUARY 26, 2121
Sedgwick South Cul-de-sac
Hillside Sub-Division Middleburg, FL 32068

The meeting shall commence **promptly at 9:00 am**. Association members will be nominating and electing Directors and will be considering and voting on the fiscal budget for calendar year 2021, and any other official business that may come before the Board and its members.

If you are unable to attend this upcoming meeting, please appoint a community member or a board member as your proxy. Attached is a blank proxy form for this purpose. Please acknowledge your voting preferences on the front and/or back, then **sign the proxy form in the required areas**. Mail or hand deliver it to any Board Member, or have your designated Proxy Holder bring it to this meeting. If your proxy is not received or not signed then your proxy vote cannot be counted. The proxy can be dropped off at 3960 Sereno Ct any time.

A reminder to everyone, only one vote per homeowner and only the named person(s) on the Deed may vote, unless you have a voter's certificate on file with the Association Secretary. Your Association Dues must be current. As always, the Board of Directors encourage every homeowner to become familiar with the By-Laws, Articles of Incorporation, Covenants & Restrictions, Rules and Regulations and all related documents and amendments.

The meeting agenda shall include the following items:

1. Homeowner(s) Sign-In, Roll Call and Certification of Proxies for Quorum;
2. Meeting Called to Order, Identify Visitors and establish their purpose for attending;
3. HOA President address the Community
3. Read & Adopt the Minutes of the Annual Meeting held on February 15, 2021;
4. Read & Adopt the Fiscal Budget for 2022.
5. Conduct Nominations, Hold Elections, and Vote-In New Board of Directors for 2022;
6. Community Annual dues increase notification.
7. Vote on the Covenants and Restrictions revision.
6. Review Old Business, Accept New Business, and Miscellaneous Items;
7. Adjournment;

On behalf of the Board of Directors, I look forward to seeing each of you at this meeting.

Sincerely,

Steve Markwith
Hillside HOA President



Homeowners Association of Clay County, Inc.
Post Office Box 1107, Middleburg, Florida 32050-1107

General / Limited Proxy

Know All People by this presence, that the undersigned hereby appoints the following Named Individual or the Secretary of the Association:

(Please print the name of your Proxy, other than yourself, who will be attend this meeting)

as attorney and agent with the power of substitution for in the name, place and stead of the undersigned, vote as proxy at the Annual Meeting of the Hillside Homeowners Association of Clay County, Inc. to be held on **FEBRUARY 26, 2022** at Sedgwick South Cul-de-sac Hillside Sub-Division Middleburg, FL 32068 or any adjournments thereof. The undersigned will not be available for the designated meeting. This shall be a general / limited use proxy for any matter, which may properly come before this Annual Community Meeting.

Dated this _____ day of _____, 202 .



I / We authorize and instruct the proxy holder to use his or her best judgment on all other matters which may properly come before this meeting and for which a general power may be used.



I / We authorize and instruct the proxy holder to vote as indicated on the reverse side of this form. Please flip the form over and indicate how your proxy holder shall vote, then sign the attestation.

If more than one person owns the home/lot, all owners must sign.

Signature of Owner

Signature of Co-Owner

Address: _____

- Substitution -

(Only the Designated Proxy is to complete this portion and only when the Designated Proxy is unable to attend)

The undersigned, appointed as proxy holder above, does hereby designate appoint:

_____ to substitute for me in the proxy set forth above.

Dated this _____ day of _____, 20_____.

Designated Proxy Holder: _____

Proxies Must Be Signed to be Valid. Please return a signed proxy in the event you are unable to attend the meeting.

In no event shall this proxy be valid for a longer than 90 days after the date of the meeting for which it was given.

Please indicate your preference(s) below so that your vote can be counted on the following:

ABSTAIN

YES **NO**

A. Motion to approve the Annual Community Meeting Minutes of March 6, 2020 as submitted ☐ ☐ ☐

B. Motion to approve the Fiscal Budget for 2022 as submitted ☐ ☐ ☐

C. Motion to accept the following nominations to Hillside's Board of Directors for Calendar Year 2022:

YES **NO**

ABSTAIN

1. Steve Markwith ☐ ☐ ☐

2. Kim Gibbs ☐ ☐ ☐

3. Rodney Breher ☐ ☐ ☐

4. Thelton Cox, Sr ☐ ☐ ☐

5. Debbie Cox ☐ ☐ ☐

6. Allen Mitchell ☐ ☐ ☐

7. Tessa Mitchell ☐ ☐ ☐

8. Cindi Markwith ☐ ☐ ☐

9. Write in: _____ ☐ ☐ ☐

10. Write in: _____ ☐ ☐ ☐

D. Motion to approve the C&R Revision to bring them up to date ☐ ☐ ☐

OLD BUSINESS

D. Motion: _____

E. Motion: _____

NEW BUSINESS

F. Write in: _____

F. Write in: _____

ATTESTATION

(I) or (We), specifically authorize and instruct the proxy holder named on the front side of this form to cast

(My) or (Our) votes in the following matters as indicated above.

Signature of Owner

Signature of Co-Owner

Greetings,

The Hillside HOA By-Laws were most recently updated in 2018, however the Covenants and Restrictions have not been updated since its creation in 1999. The Covenants and Restrictions document is the initial founding HOA document to which the By-Laws apply. The Covenants and Restrictions document was created by the subdivision developers and some of its conditions are no longer applicable. As required by the Covenants and Restrictions, the board of directors has reviewed and updated the document. Our goal is to modernize the document. The revised document is attached, with redacted entries in crossed-out red font and additions in green font. Please review the revised document prior to the next Community Meeting, where it will be reviewed and presented for the revision adoption



Steve markwith
Hillside HOA
President

COVENANTS & RESTRICTIONS

KNOW ALL PEOPLE BY THESE PRESENTS:

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida Corporation, hereinafter called the ASSOCIATION, is the owner of all lots in HILLSIDE according to the plat in Plat Book 32, pages 70, 71, 72 and 73, of the public records of Clay County, Florida.

KEL ENTERPRISES, INC., a Florida corporation, hereinafter called DEVELOPER, is the owner of all lots in HILLSIDE according to the plat in Plat Book 32, pages 70, 71, 72 and 73, of the public records of Clay County, Florida.

On January 15, 2002 the DEVELOPER relinquished certain rights of control and on February 22, 2002, caused turnover to the HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida Corporation, hereinafter called the ASSOCIATION.

NOW, THEREFORE, for and in consideration of the benefit of itself and all person claiming by, through or under it, the DEVELOPER and ASSOCIATION does hereby jointly impose upon all lots in HILLSIDE (1) the following Covenants and Restrictions to run with the title to said lots, and (2) does hereby impose the easements referred to in Paragraph 17 hereof.

1. The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained, in an appropriate condition, and any HOME and OUT-BUILDING properly painted and maintained.
2. No inoperable Recreational Vehicles (RV), Motor Vehicles, Trailers, Motorcycles, Boats, Jet Ski's, All-Terrain-Vehicles (ATV), Commercial/Residential/Contractor's Equipment, Appliances and/or other dilapidated articles, etc. shall be placed on or permitted to remain on any lot either temporarily or permanently.
3. Each and every residence on each lot shall be connected to the water lines owned and operated by the Clay County **Utility** Authority, or its successors and/or assigns. No well shall be permitted on any lot to be used in the interior of any residence except that shallow wells for use in air conditioning equipment and/or lawn watering are permitted - all septic tank locations and the drain fields connected therewith shall be in the rear or side of the lot.
4. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste; except in closed sanitary containers and for not longer than thirty-six (36) hours.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that a total not to exceed four (4) dogs, cats or other household pets may be kept, provided, however, that they are not kept, bred, or maintained for any commercial purpose and **DO NOT CAUSE OR CREATE OR CONSTITUTE A NUISANCE ABRADING TO COUNTY ORDINANCES**. All animals shall have a collar, properly licensed and tagged. Animals shall be on a leash and in control of the OWNER at all times. While walking the animal throughout the community, animal droppings shall be picked-up by the pet owner. The owner may install an underground containment fence to control animals and help keep them on their LOT; however, the Pet Owner shall monitor the "Containment Area". PLEASE, KEEP YOUR ANIMAL UNDER CONTROL.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors
7. No commercial/residential communication antennas, no transmitting/receiving radio aerial antennas, television aerial antennas, large satellite dishes, or any other exterior electronic or

electric device of any kind shall be permitted on any LOT, HOME, OUT-BUILDING or attached to any structure on the LOT except that **ONE** Satellite Dish not to exceed twenty-four (24") inches in diameter will be permitted ~~as long as the dish is not visible from any other lot or from the street.~~ It's the Homeowners responsibility to ensure the INSTALLER is aware and complies with this covenant before, during and after the installation of the Satellite Dish. The Board shall evaluate new technology as it becomes available and make reasonable changes to this covenant.

8. All basketball backboards shall be pole mounted and a **MINIMUM** of twenty-five (25) feet from the front curb line.

9. No wheeled vehicles of any kind, such as Motorized or Towed Recreational Vehicles (RV), Wheeled Vehicles, Trailers of any kind, Boats, Jet Ski's and/or All-Terrain-Vehicles (ATV), etc may be kept or parked on the lot unless same are completely inside a garage or other appropriate enclosure, such as a fence yard, ~~which will shield or obscure there view from outside the lot,~~ except that private automobiles of the homeowners. ~~bearing no commercial signs, advertisement or license tag may~~ Private automobiles of the homeowners shall be parked only in the driveway on the lot, and except that private automobiles of guests of the homeowners may be parked in such driveway; except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. Driveway shall be made out of Cement, Pavement and gravel. The above wheeled vehicles shall not be park in front of the fence on the lawn.

10. **No Boats, Jet Ski's and/or wheeled vehicles of any kind (All-Terrain-Vehicles (ATV), motorcycles, etc) shall be on, in or around the retention or detention ponds.**

11. The property is subject to an easement for oil, gas and minerals on, in and under the above described lands and the right of the easement owners to explore for oil, gas and minerals on, in, and under each lot, and to produce, drill, and mine the same; provided that the Grantee's and the Grantee's heirs, representatives, successors and assigns shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to crops or to the improvements thereon caused by the exercise of such rights shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

12. "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as "wetland as defined by D.E.T." upon the recorded subdivision plat.

A. The Conservation Easement Areas shall and are hereby declared to be subject to a conservation deed restriction in favor of the **ASSOCIATION**, it successors and assigns, for the purpose of retaining and maintaining the conservation easement areas in the predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this conservation easement, each of the following uses of the conservation easement are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

1. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structure and improvements on or above the ground of the conservation easement areas; or

2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

3. The removal or destruction of trees, shrubs or other vegetation from the conservation easement areas; and

4. The excavation, dredging or removal of loam, peat, gravel, rock, soil, or

other material substance in such a manner as to affect the surface of the conservation easement areas; and

5. Any use which would be detrimental to the retention of the conservation easement areas in their natural condition.

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

B. The conservation easement areas shall be perpetual.

13. The **ASSOCIATION**, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the conservation easement areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibition and restrictions.

A. The **ASSOCIATION**, ~~until such time as all of said lots have been sold by it, and all subsequent~~ and owners of any land upon which there is located any conservation easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement parcel on their lot or lots.

B. The prohibitions and restrictions upon the conservation easement areas as set forth in this paragraph may be enforced by the St. Johns Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this conservation easement area may not be amended without prior approval from the St. Johns River Management District.

C. All rights and obligations arising hereunder are appurtenances and covenants running with the land of the conservation easement areas, and shall be binding upon, and shall inure to the benefit of the **ASSOCIATION**, and its successors and assigns. Upon conveyance by the **ASSOCIATION** to third parties of any land affected hereby, the **ASSOCIATION** shall have no further liability or responsibility hereunder, provided the deed restriction including the conservation areas are properly recorded.

14. The **ASSOCIATION** and **ONLY the ASSOCIATION** reserves the right when approved by a two-thirds (2/3) vote of the property owners attending a meeting and/or by proxy vote of the ASSOCIATION to release any lot from any part of these covenants and restrictions which may violate (including without limiting the foregoing, violations or building restriction lines and provisions hereof relating thereto wherever the ASSOCIATION, in its sole judgment, determines such violation to be minor or insubstantial violation) these covenants and restrictions. The LOT Owner shall receive a Releasement or Grand-Father Letter from the Association with the President's Signature, Witnessed and Signed by the Secretary and One other Lot Owner to authenticate the ASSOCIATIONS Approval. It's the responsibility of the Lot Owner to have this Letter Record at the Clerk of the Court for Clay County.

15. If the HOMEOWNER of said LOT desires to **ALTER** there "HOME" and/or "OUT-BUILDING" the following restrictions apply:

A. Prior to alteration, it's the responsibility of the Homeowner to obtain an **APPROVAL** Letter from the "ARB".

B. Request for a "HOME" and/or "OUT-BUILDING" alteration shall be made in writing by the Homeowner. A copy of the construction/alteration plans and specifications, final survey outlining the exact location, structure design style, materials list, day and evening phone numbers.

C. **NO** "HOME" and/or "OUT-BUILDING" shall be altered on any lot until the

construction/alteration plans and specifications have been **APPROVED** by the "ARB" as to quality of workmanship and materials, harmony of external design with existing structures;

D. The set back requirements and building restrictions shall be set back a minimum of (10) feet from the rear lot lines and minimum of seven and one-half feet (7 ½) from the side lot lines, however, any set back or building restriction lines (B.R.L.) established on the plat will supersede the above minimums. Any encroachment to setback and/or building restriction lines requires a variance from the County and the HOMEOWNER is responsible for obtaining the necessary approval prior to alteration.

E. The HOMEOWNER shall allow the "ARB" access to the construction site before, during and after construction to effectively monitor/measure restriction requirements.

F. It's the responsibility of the Homeowner to obtain and comply with any necessary permits required by Federal, State and/or Local governing agencies for the desired construction.

16. The architectural control committee is composed of the President, Vice President, Secretary, Treasurer, Board Advisor and one other person named by the President. The ARB may obtain, acquire or contract the necessary services, advice or opinions in informational forms from Professional Organizations, without any limitations or infringements. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. All submittals should be made by the Homeowner to the "ARB" for consideration.

17. Easements for Fencing, Water, Sewage, Electricity, Drainage, Power, Communications and access to and from Retention and Detention Ponds are reserved over, on and under all easements as shown on said plat and over and on, a ten (10) foot strip along the side lines of each lot, and on and over a fifteen (15) foot strip along the front of each lot, where no such easement is shown on said plat, and the said ASSOCIATION shall have the unrestricted right and power to release said easement as to any lot. Said reservation of easements shall give way to the benefit of the ASSOCIATION and its successors and/or assigns.

18. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

A. The Associations' Board of Directors shall have the right to place a lien, subject to any prior encumbrance, on any lot for non-payment of dues or assessments after thirty (30) days from the date they are due.

B. A Homeowner shall be notified in writing that it has violated the Covenants & Restrictions and will be provided 10 days grace period for correction. After three (3) violations, in **ANY** combination of these Covenants & Restrictions the Board shall notify the Homeowner about any future violation(s) and assessment of a reasonable fine as remedial action. Any subsequent violations by the Homeowner, the Board shall use the Florida Statutes as a guide when administering corrective action. The Florida Statue reads:

1. **If the governing documents so provide, an** association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and may levy reasonable fines, not to exceed \$100 per violation, against any member 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 unless otherwise provided in the governing documents.

2. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

3. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

4. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

5. If the governing documents so provide, an **ASSOCIATION** may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

C. The Board of Directors shall develop a reasonable fines, charges and suspension list. The maximum amounts to be assessed shall not be greater than the Statute limit.

19. Invalidation of any one of these covenants by judgment or court shall in no way effect any of the other provisions, which shall remain in full force.

20. All pools, in ground or above ground, swimming, wading, or hot tub, either permanent or temporary, must be enclosed within a Privacy Fence or Wind Screen Pool Canopy. All pools shall to the maximum extent possible, be restricted from view from outside of the lot. All pools shall comply with the necessary Federal, State and Local agency code and/or statutes.

21. If the HOMEOWNERS of said lot desires to install, construct, erect or build a fence the following restrictions apply:

LITIGATE THIS LINE

_____ WOOD FENCES SHALL BE NATURAL
- or -
_____ WOOD FENCES SHALL BE STAINED (COLOR)
- or -
_____ WOOD FENCES CAN BE NATURAL, CLEAR SEALED,
OR STAINED TO A LIGHT EARTH TONE RICHNESS

LITIGATE THIS LINE

_____ FENCE SHALL ENCLOSE ENTIRE BACKYARD
ALONG BACK & SIDE LOT LINES
- or -
_____ FENCE SHALL ENCLOSE A PORTION OF BACKYARD
ALONG SIDE LOT LINES & 50' FROM BACK OF
HOUSE

A. A maximum of six foot (6') high;

B. Along the rear of lots 18-22 and 25-31 and 50-51 the only type fence allowed on the rear of the lot shall be a green, brown, black, gray vinyl or no vinyl chain link fence (Fence Fabric, Hardware, Post, etc shall also be the same color) no higher than four (4) feet.

C. Layout for Hedges, Fences or Walls: **MAY NOT** be built or maintained on any portion of any lot except on the rear or interior side lot line and no closer to the front of the lot than the

front line of the main residence; no closer than twenty (20) feet to a side street, when the residence is situated on a corner lot.

D. Side property lines: No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground.

E. If the fence is to be located in an easement for drainage, then there shall be provided a minimum of eighteen (18) inches between the natural ground and the bottom of the fence. Fence structure posts may be installed in the drainage easement but at intervals of not less than eight (8) feet.

F. Along lots 23, 24, 42, 43, 48, 49, 51 (Edge Facing Road), 52 & 53 no fence, hedge or wall higher than six (6') feet. The maximum height of any fence is six (6') feet per Florida Statutes.

G. The smooth side of the fence shall be facing away from the home. All horizontal boards facing the inside of the yard. Per Florida Statute, this is a mandatory requirement if the homeowner has a pool.

H. ~~All fencing not complying with requirements as of March 2002 this Vote Date shall be grandfathered.~~ When a **grandfathered** fence is replaced, damaged, destroyed or otherwise, etc. The grandfathering effect is null and void. The homeowners shall comply with the new fencing requirements in effect. Homeowners that have a Pool, and your fence don't comply with statute; your property is in violation and **SHALL NOT** be grandfathered.

I. It is the responsibility of the LOT Owner to obtain and comply with any necessary permits required by Federal, State and/or Local governing agencies for desired fencing.

22. Said "HOME" shall contain a minimum of sixteen hundred (1600) square feet of ground area, exclusive of garages, porches, or screened-in areas for single story residences, no less than six hundred (600) square feet of ground area for a residence of more than one story. The ASSOCIATION reserves the right to reduce any of the above-designated number of square feet by up to ten percent (10%) as to any of the lots. **All "HOMES" shall have a side entry garage.**

23. The covenants and restrictions shall remain in force and effective until January 1, 2040, after which these covenants and restrictions shall be automatically renewed for successive ten (10) year periods unless these covenants and restrictions are changed, amended or altered by a majority vote of the then recorded owners of the lots herein described. Until these covenants and restrictions expire or are canceled, they shall be deemed to be covenants running with the title to said lots.

24. A non-profit corporation, HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., hereinafter called the "Association" has been formed and the owners of each lot, together with their grantees and successors, shall, by virtue of lot ownership, be members of the "ASSOCIATION" and subject to payment of all dues and assessments levied by the "ASSOCIATION". The Association shall have the right to place a lien, subject to any prior encumbrance, on any lot for non-payment of dues or assessments after thirty (30) days from the date they are due.

25. ~~When ninety percent (90%) of all lots have been sold and conveyed by the DEVELOPER, the Association shall affirmatively agree, by a two-thirds (2/3) vote of the property owners attending a meeting and/or by proxy vote of the ASSOCIATION to assume full responsibility for all of Developer's obligations with regard to storm drainage within the subdivision which has previously been the obligation and responsibility of DEVELOPER.~~

The Association agreed to assume full responsibility for the storm drainage within the subdivision.

26. These Covenants & Restrictions, Articles of Incorporation, and Association By-Laws may be change, amendment or modification when approved by a two-thirds (2/3) vote of the property owners attending a meeting of the Association. One vote per Lot. Each amendment, change or modification must be voted on by itself. All Official Documents shall be reviewed every year for accuracy and validity, or when an Add, Change or Deletion request is received, in writing, by the Association Secretary or Board Member. Utilize Attachment (12) to report a violation or cause enforcement. Utilize Attachment (13) to request a change, amendment or modification to Association Documents.

A. The amended or revised Articles of Incorporation shall be updated with State of Florida, Division of Corporations.

B. The amended or revised Covenants & Restrictions shall be recorded with Clerk of the Court for Clay County.

C. The amended or revised Association By-Laws may be recorded with Clerk of the Court for Clay County.

D. The Board of Directors shall adopt and publish rules & regulations to define, clarify and maintain the Association documents up to date. The rules & regulations may be change, amendment or modification when approved by a fifty-one(51%) vote of the property owners attending a meeting of the Association. One vote per Lot.

E. In the case of any conflict between these Covenants & Restrictions and the Articles of Incorporation or Association By-Laws the Covenants & Restrictions shall control. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.

27. The Association Members shall be lot owners. The initial dues shall be One Hundred Eighty Dollars (\$180.00) per year. **Fiscal year 2021, the dues are \$240** and shall be fixed annually thereafter by the Board of Directors in an amount not to exceed ten percent (10%) greater than the prior year's assessment.

~~A. Commencing in 1999 such dues shall be prorated as of the date a homeowner purchases from a builder and shall be paid to the association at closing.~~

B. When approved by a two-third (2/3) vote of the property owners attending a meeting and/or proxy vote of the association, after due notice, the association may levy, in addition to the dues, a special assessment required to fulfill its responsibilities.

C. The purpose of the dues and assessments levied by the association shall be used exclusively to improve and maintain the common area, including but no limited to the following:

1. Payment of operating expenses of the association;
2. Lighting, improvement and beautification of access ways, and easement areas and in addition thereto the maintenance of the common area;
3. Maintenance, improvement and operation of drainage easements and systems;
4. Maintenance, improvement and beautification ~~of parks, lakes,~~ ponds and buffer areas.
5. Doing any other thing necessary to keep said lands neat and attractive

or to preserve or enhance the value of the properties therein desirable,
in the judgment of said association.

IN WITNESS WHEREOF, THE HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.,
a Florida corporation has caused these covenants and restrictions to be changed, amended or altered
and executed hereto this _____ day of _____ **2022**.

Signed in the presence of:

HILLSIDE HOMEOWNERS ASSOCIATION OF
CLAY COUNTY, INC.

Cindi Markwith, Secretary

by: _____
Steven Markwith, President

Witness

Witness

Hillside Homeowners Association

SECOND PROPOSED BUDGET ~ 2022

Current as of: 11-16-2021

Beginning Balances	2021		2022
General Operating Account	4,122.29		8,529.85
Savings Account	21,294.14		20,264.58
Discretionary Fund	2,000.00		2,000.00
Unpaid HOA Dues	0.00		0.00
Pay Ahead Account	714.00		440.00
Begin Cashflow	\$ 25,416.43		\$ 31,234.43
	Payout		2022
EXPENSES & LIABILITIES	2021	Note	Proposed
Maintenance / Repair / Upkeep			
Lawn Care - Entrance & Back of Ponds	4,320.00		4,500.00
Pond Treatment & Misc Service	2,146.18		2,200.00
Pond Access Pathway - Maint & Upkeep	0.00		400.00
Front Entrance Lighting Systems	0.00		200.00
Surveillance Camera Repairs & Upkeep	0.00		150.00
Fence - Minor Repairs & Upkeep	0.00		150.00
Secretary/Treasurer Expense			
Postage Stamps - Regular Mail	5.28		100.00
Postal Certificate of Mailings	20.64		150.00
Mail Delivery - Certified, Express & Priority	8.66		50.00
Office Supplies			
Copy Paper & Envelopes	45.26		150.00
Printing & Reproduction Services	0.00		200.00
Printer Ink/Toner - Media Expense	0.00		250.00
Administrative Supplies - Misc Expense	7.68		250.00
Professional Services			
Attorney - Legal Advisement Fees	150.00		500.00
Post Office Box Rental	166.00		140.00
Travel & Misc Expenses	50.00		150.00
Utilities - Electricity			
Clay Electric Cooperative (CEC)	386.06		400.00
Clay County Utility Authority (CCUA)	144.45		150.00
Property Insurance-Fidelity Bonding			
Roberts Insurance of Middleburg (RIM)	763.00		850.00
Federal-State-Local Requirements			
IRS - Association Taxes	0.00		2.00
Florida Uniform Business Report (UBR)	70.00		70.00
State Documentation & County Recording Fees	0.00		120.00
Property Taxes - Clay County	0.00		10.00
Misc / Untitled - Common Area Upkeep			
Discretionary Fund	2,000.00		2,000.00
Meeting & Picnic Supplies	113.55		200.00
Flower & Bereavement Fund	300.00	1	100.00
Backflow Valve Certification	45.00		50.00
Detention Pond - Repair/Fix		2	20,000.00
HOA Website	153.31	3	160.00
TOTAL EXPENSES & LIABILITIES	\$ 10,895.07		\$ 25,102.00
Available Funds	12,720.00		12,720.00
Over / Under	1,824.93		(12,382.00)

1. **Misc Expense:** Bereavement Increase - BOD Approved 2. Detention Pond Repairs - 12K Allocated
 3. HOA Website