

# **HOA By-Laws Revision 12/11/25**

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**Association.**



## **Association**

### **ARTICLE ONE - IDENTITY**

**Name & Location** The corporation's name is HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY INC., hereinafter referred to as the "Association or HOA." The principal office of the corporation shall be located at the address posted in the Rules and Regulations, principal office address section; however, meetings of Members and Directors may be held at such places within the State of Florida, in Clay County, as may be designated by the Board of Directors. This corporation is not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April 1, 1999.

**Billing & Mailing Address** for the corporation shall be as follows:

**HILLSIDE HOA**

**PO BOX 1107**

**MIDDLEBURG, FL**  
**32050-1107**

This address shall appear on the Corporate Letterhead in the Long Address Format.

A US Post Office Box shall be leased/rented at the Post Office Branch in Middleburg. The PO Box shall be maintained and used by the Association, its agents, and representatives. It shall serve as a repository for inquiries, correspondence, and general billing, and as the receiving point for the annual collection of Homeowners Association Dues and the Dues Ahead Program.

The Treasurer shall prepare and provide the necessary budget and funds.

The lease/rental shall be renewed by the due date.

The Lease/Rental agreement shall be for a period of one year, unless the Board of Directors determines otherwise.

The newly elected President & Association Agent shall cause an update to the information required by the Post Master;

The yearly Uniform Business Report (UBR) shall be used to identify the Association's Officers, Directors, and Registered Agent.

### **ARTICLE TWO - DEFINITIONS**

**Section 1** "Association" or "HOA" shall mean and refer to HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY INC., a Florida Corporation not-for-profit, its successors and assigns responsible for the operation of the "Hillside Community" in which the voting

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membership is made up of Parcel Owners, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel.

**Section 2** “Registered Agent” shall mean a person or entity that has agreed to accept service of process on behalf of the corporation. Any individual or entity, except for the corporation itself, may be a Registered Agent as long as it has a Florida street address and has signed and accepted the appointment of Registered Agent per 607.501 and 617.501 of the Florida Statutes.

**Section 3** “Parcel Owner” shall mean and refer to the recorded lot owner of legal title to a parcel.

**Section 4** “Properties” shall mean or refer to that specific real property developed as “HILLSIDE” and such additions thereto as many hereafter are brought within the jurisdiction of the Association by annexation.

**Section 5** “Common Area” shall mean all property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be the property more fully described in the Corporate Warranty Deed or Recorded Plat of the Association in the Public Records of Clay County, Florida, or any other property acquired by the Association, which is determined by the Board of Directors or Members of the Association to be suitable for acquisition.

**Section 6** “Lot” shall refer to any plot or land shown upon any recorded subdivision map of the Properties except for the Common Area.

**Section 7** “Declaration” shall refer to the Declaration of Covenants & Restrictions for the HILLSIDE HOA applicable to the Properties recorded in the Official Records of Clay County, Florida.

**Section 8** “Member” shall refer to those persons entitled to membership as provided in the Declaration.

**Section 9** “Governing Documents,” shall mean and refer to the recorded Declaration, Covenants & Restrictions, Articles of Incorporation, By-Laws, all duly adopted and recorded

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amendments, supplements, and exhibits thereto.

**Section 10** “HOA Board Member Certificate,” refers to the required Florida certification. The certification shall be for completing the educational curriculum administered by a department-approved education provider. The department-approved educational curriculum for newly elected or appointed directors must include training in financial literacy and transparency, record-keeping, levying fines, and meeting and notice requirements.

### **ARTICLE THREE - MEETING OF MEMBERS**

**Section 1**     **Annual Meetings.** Annual Meetings of the Members shall be held every **March** unless waived by the majority of the Board of Directors.

**Section 2**     **Special Meetings.** Special Meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or by a petition for the same signed by one-third (1/3) of the Owners of the Platted Lots existing on the date of such petition.

**Section 3**     **Notice of Meetings.** **parcel owners and members, entitled to vote, shall be given actual notice of all membership meetings, which each Member thereat, addressed to the Member’s address last appearing on the Association books, shall be mailed, delivered, electronically transmitted, or posted on the Association website to the members not less than 14 days before the meeting. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, its purpose. Attachment (1) is a sample “Meeting Notification Letter” to the community.**

**Section 4**     **Quorum.** The presence at the meeting of Members entitled to cast votes or of Proxies entitled to cast votes shall be thirty percent (30%) of the total voting interests **to constitute a quorum.** If the required quorum is not present, another meeting may be called, subject to the exact notice requirement. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5**     **Tie-Breaking Vote.** The President or his/her incumbent shall not vote on any matters before their members. His/her vote shall be cast only in tie-breaking situations. However, his/her vote shall only be cast after thoroughly reviewing all facts, information, and data.

**Section 6**     **Proxies.** At all meetings of Members, each Member may vote in person or by

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proxy. All Proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of His/Her Lot. Attachment (2) will be used as the "General Proxy Form" in the community.

## **ARTICLE FOUR - BOARD OF DIRECTORS**

**Section 1**     **Number.** A minimum of four directors shall manage the affairs of this Association.

**Section 2**     **Term of Office.** All Directors shall serve for one (1) year, **except the President, who will serve a two (2) year term** unless re-elected or until successors are elected and installed.

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

**Section 4**     **Compensation.** No director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in performing his/her duties.

**Section 5**     **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the Directors. They shall be recorded in the next Board of Directors meeting minutes. Any approved action shall have the same effect as at a Directors meeting.

**Section 6**     **Association Agents.** The Board is an Agent of the Association. It acts on behalf of the Members. Board Members are also members of the Association with the same rights as any other members and must follow the same procedural protocol.

## **ARTICLE FIVE - NOMINATION & ELECTION OF DIRECTORS**

**Section 1**     **Nomination.** The HILLSIDE HOA Members shall make nominations for election to the Board of Directors. Nominations may be made from the floor at the annual meeting.

**Section 2**     **Election.** Election to the Board of Directors shall be by HILLSIDE HOA Members. The person receiving the most significant number of votes shall be elected. Cumulative voting is not permitted.

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### **ARTICLE SIX - MEETINGS OF DIRECTORS**

**Section 1**      **Regular Meetings.** Regular meetings of the Board of Directors shall be held as determined by the Directors, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 2**      **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors. **Only business on the agenda shall be discussed.**

**Section 3**      **Quorum.** A majority of the Directors shall constitute a quorum for the conduct of business. Every act or decision made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board. The person chairing the meeting shall cast the tie-breaker vote and record it in the minutes.

**Section 4**      **Board Workshop.** A Board Workshop may be called by the President of the Association or by any two (2) Directors at a Regular or Special meeting to complete a specific task or agenda. A board workshop with a majority of the directors present shall constitute a quorum, and the senior member shall take notes if the association secretary is unavailable for inclusion in the minutes of the next board meeting.

### **ARTICLE SEVEN - POWERS & DUTIES OF THE BOARD**

**Section 1**      **Powers.** The Board of Directors shall have the power to:

- (a) adopt and publish rules & regulations governing the use of the Common Area and the personal conduct of the Members and their guests using such Common Area to establish penalties for infraction thereto;
- (b) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment or penalty levied by the Association. Such rights may also be suspended after notice and hearing exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) May declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board

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of Directors; and

- (d) Employ a manager, an independent contractor, or such other employees as necessary to accomplish the Association's proper business and prescribe the duties of such independent contractors or employees.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement there to the members at the annual meeting of the Members or at any Special Meeting when such statement is requested in writing by one-fourth ( $\frac{1}{4}$ ) of the Members who are entitled to vote;
- (b) As more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment (Dues) against each Lot at least sixty (60) days in advance of each annual period;
  - (2) advise every Owner subject thereto of each annual assessment;
  - (3) record and foreclose the lien against any Lot or Lots for which assessments or violation fines are not paid within sixty (60) days after the due date or to bring an action at law against the Owner personally obligated to pay the same, as the directors, in their discretion, deem appropriate; and to notify every Owner at least ninety (90) days in advance before imposing and collecting special assessments;
- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a Mortgage Certificate setting forth whether or not any assessment has been paid. The Board may make a reasonable charge for the issuance of these Certificates. The certificate issued shall be conclusive evidence of the amount due for assessment.
- (d) Procure and maintain adequate Liability & Hazard Insurance on property owned by the Association.
- (e) cause all Officers having Fiscal responsibilities to be bonded as it may deem appropriate;
- (f) cause the Common Area to be maintained

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### **ARTICLE EIGHT - OFFICERS & THEIR DUTIES**

**Section 1**      **Enumeration of Officers.**      The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may occasionally, by resolution, create.

**Section 2**      **Election of Officers.** Officers shall be elected from the membership of the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association Members.

**Section 3**      **Term.** The officers of this Association shall be elected annually by the Board or shall continue to hold office until new officers are chosen, except the President, every two (2) years, unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

**Section 4**      **Officers and Directors.** All board members shall submit a satisfactorily completed HOA Board Member certificate within 90 days of being elected or appointed to the board. The certificate is valid for four years and must be recertified every four years. Any Board Member who fails to complete the certificate satisfactorily within 90 days will be suspended from the board until the certificate is completed.

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

**Section 5.** **Resignation & Removal.** Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Unless otherwise specified, accepting such resignation is unnecessary to make it effective.

**Section 6**      **Vacancies.** A vacancy in any office may be filled by appointment approved by a majority of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces. The Board of Directors shall fill any vacancies in any office at any meeting duly held.

**Section 7**      **Multiple Officers.** The same person may hold the offices of Secretary and Treasurer. The same person shall not hold the office of the President and Vice President or Treasurer, nor shall the same person hold the office of the President and Secretary or Assistant Secretary. However, a person

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holding another office (other than Secretary or Treasurer).

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

### **PRESIDENT**

The president shall

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

Or his/her incumbent shall not vote on any matters before its members. His/Her vote shall be cast only in tie-breaking situations. However, his/her vote shall only be cast after thoroughly reviewing all facts, information, and data.

Be the Registered Agent for the Hillside Homeowners Association of Clay County, Inc., unless a bona fide management Company is employed by the Association, and be thoroughly familiar with the provisions of §617.0501, §617.0502, §617.0503, and/or §617.0504 of the Florida Statutes concerning responsibilities and duties of Registered Agents of Corporations.

Sign a Certificate of Designation for Registered Agent/Registered Office as prepared by the Association Secretary utilizing Attachment (3). The Certificate of Designation shall be forwarded to the Division of Corporations with the appropriate filing fee.

### **VICE-PRESIDENT**

The vice-president shall act in the place of the president in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board and in the absence of the President from the area, may co-sign checks or sign promissory notes. Act in the capacity of registered agent for the Association.

### **SECRETARY**

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



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### **TREASURER**

The treasurer shall maintain the Association's financial and accounting records. Fiscal records shall be maintained per sound accounting practices. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Community yearly meeting, and deliver a copy of each to the Members.

## **ARTICLE NINE- PROPER BOARD MEMBER CONDUCT**

### **Section 1 Code of Conduct**

The Hillside Homeowners Association of Clay County has adopted the following code of Conduct that all Board members agree to adhere to by signing below:

- (1) Prohibition Against Private Inurement and Procedures for Managing Conflicts of Interest No member of the Board of Directors shall derive any personal profit or gain, directly or indirectly, because of his or her service as a board member with the Hillside Homeowners Association of Clay County. Members of the board shall conduct their personal affairs in a manner that avoids any possible conflict of interest with their duties and responsibilities as members of the Board. Nevertheless, disputes may arise from time to time.
- (2) When there is a decision to be made or an action to be approved that will result in a conflict between the best interests of Hillside Homeowners Association of Clay County and the Board members' personal interests, the Board members must immediately disclose the conflict of interest so that the rest of the Board's decision-making will be informed by the conflict.
- (3) It is every Board member's obligation, per this policy, to ensure decisions made by the Board reflect independent thinking. Consequently, the Board member may not receive compensation from the Hillside Homeowners Association of Clay County.

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- (4) Any conflicts of interest, including, but not limited to, financial interests, on the part of any Board Member shall be disclosed to the Board when the matter that reflects a conflict of interest becomes a matter of Board action, and through an annual procedure for all Board members to disclose conflicts of interest.
- (5) Any Board Member having a conflict of interest shall not vote or use his or her personal influence to address the matter, and he or she shall not be counted in determining the quorum for the meeting.
- (6) All conflicts disclosed to the Board will be made a matter of record in the minutes of the meeting in which the disclosure was made, which shall also note that the Board member with a conflict abstained from the vote [and was not present for any discussion, as applicable, and was not included in the count for the quorum for that meeting. Any new Board member will be
- (7) advised of this policy during board orientation, and all Board members will be reminded of the Board Member Code of Conduct and the procedures for disclosing conflicts and managing them regularly at the first Board meeting following the Community meeting.
- (8) This policy shall also apply to any Board member's immediate family or any person acting on his or her behalf.

### **Section 2 Confidentiality**

- (9) Board members are reminded that confidential financial, personnel, and other matters concerning the organization, donors, staff, or clients/consumers may be included in board materials or discussed from time to time. Board members should not disclose such confidential information to anyone.

### **Section 3 Active Participation**

- (1) Board members are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes: Making attendance at all board meetings a high priority.
- (2) Cooperating with and respecting the opinions of fellow Board members, and leaving personal prejudices out of all board discussions, as well as supporting

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actions of the Board, even when the Board member personally did not support the action taken. Putting the interests of the organization above personal interests.

- (3) Representing the organization in a positive and supportive manner at all times and in all places.
- (4) Showing respect and courteous conduct in all board and committee meetings.
- (5) Observing established lines of communication and directing requests for information or assistance to the President.

## **Section 4 Discipline Action**

- (1) When a Board member does not heed the code of conduct, the Chair will remind the member of the code of conduct. Suppose the member doesn't heed the chair's remarks and continues their behavior. In that case, the chair's next step is to call the member to order.
- (2) If the member disregards the chair's remarks and continues with their behavior, the next step the chair can take is to name the offender. The chair instructs the secretary to record the behavior or words. Board members will vote on a penalty with a majority vote.
  - b) Penalties:
    - (A) The member must apologize.
    - (B) The member must leave for the remainder of the meeting.
    - (C) Expel the member from the Hillside HOA Board.

## **ARTICLE TEN - BOOKS & RECORDS**

The Association's books, records, and papers shall at all times, during reasonable business hours, be subject to inspection by any Association Member. The Declaration, the Articles of Incorporation, the By-Laws of the Association, **and the Association Rules and Regulations** shall be available for inspection by any Member. Concerning the Freedom of Information Act, Association documents, records, information, and data held by the Association will be made available to Association Members as long as it doesn't breach the Privacy Act of 1974 or the Attorney-Client privilege.

## **Section 1**

## **Secretarial Books & Records.**

## **Association**

(a) **MINUTES:** Minutes of all meetings of the Members of the Association and of the Board of Directors of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon must be recorded in the minutes for each director present at a board meeting.

(b) **OFFICIAL RECORDS.**— (a) Per §720.303(4) of the Florida Statutes, the association shall maintain each of the following items, when applicable, for at least 7 years, which constitute the official records of the association:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the Association's Bylaws and each amendment to the Bylaws.
- (3) A copy of the Association's Articles of Incorporation and each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto
- (5) A copy of the current rules of the homeowners' association.
- (6) The minutes of all meetings of the board of directors and of the Community.
- (7) A current roster of all members, their designated mailing addresses, and parcel identifications. A member's designated mailing address is the member's property address unless the member has sent written notice to the Association requesting that a different mailing address be used for all required notices. The association shall also maintain the email addresses and facsimile numbers designated by members for receiving notices sent by electronic transmission, provided that those members have consented to receive notices by electronic transmission. A member's e-mail address is the e-mail address the member provided when consenting to receive notice by electronic transmission, unless the member has sent written notice to the association requesting that a different e-mail address be used for all required notices. The e-mail addresses and facsimile numbers provided by members to receive notice by electronic transmission must be removed from association records when the member revokes the consent to receive notice by electronic transmission. However, the association is not liable for an erroneous disclosure of the e-mail address or the facsimile number for receiving electronic transmission of notices.

## **Association**

### **Section 2**

### **Treasurers Books & Records.**

(a) **FINANCIAL AND ACCOUNTING** RECORDS. Per §720.303(4)j of the Florida Statutes, all fiscal documentation must be kept for at least 7 years. The financial and accounting records must include:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures;
- (2) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;
- (3) All tax returns, financial statements, and financial reports of the association;
- (4) Provide a receipt(s) to acknowledge acceptance of money when required;
- (5) Any other records that identify, measure, record, or communicate financial information.

(b) **BUDGET.** The Treasurer shall prepare the annual budget. The budget must reflect the year's estimated revenues and expenses, as well as the surplus or deficit as of the end of the current year. The budget must clearly outline all fees separately. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the member within the time limits outlined in subsection (c)..

(c) **FINANCIAL REPORTING.** The Treasurer shall prepare an annual financial report before the annual community meeting. The association shall provide each member with a copy of the yearly financial report at the annual community meeting or a written notice stating that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

- (1) Financial statements presented in conformity with generally accepted accounting principles or
- (2) A financial report of actual receipts and expenditures, on a cash basis, which must show:

## **Association**

(3) The amount of receipts and expenses by classification, as well as the beginning and ending cash balances of the association.

(d) **FISCAL** YEAR. This shall be the association's calendar year. Using the Calendar Year will simplify the tax reporting requirements to the IRS.

### **Section 3** **Inspections & Audits.**

(a) The Secretary and Treasurer shall make documents and records available for open inspection and photocopying by members or their authorized agents at reasonable times and places within 10 business days of receiving a written request for access. Documents and records shall be audited when deemed necessary.

(b) The President or his/her representative shall conduct an annual audit of the Association's books by an internal audit team comprised of one director, one officer, and one association member. The audit team shall provide a written report to the Board of Directors. The President or his/ her representative shall cause an external audit by a Certified Public Accountant (CPA) when, at the discretion of the Board of Directors, becomes necessary, by the majority of the Board of Directors or by a petition for the same signed by two-thirds (2/3) of the Owners of the platted Lots existing on the date of such petition.

(c) **Section 4 Privacy Act & Freedom of Information.** Under the Privacy Act of 1974, no private information in the Association's *records shall be released to any organization or third party. Information that can be obtained through various sources, such as internet websites, phone books, public records, etc, may be released according to the Freedom of Information Act. The Board of Directors shall protect, within reason, the Association Member's Privacy. Concerning the Freedom of Information Act, Association documents, records, information, and data held by the Association will be made available to Association Members as long as it doesn't breach the Privacy Act of 1974 or the Attorney-Client privilege.*

### **Section 5 DEBIT CARDS.**

a) The Association, its officers, and directors may not use a debit card issued in the name of the Association or billed directly to the Association for payment other than any Association expenses.

## **Association**

b) A person who uses a debit card issued in the name of the Association or billed directly to the Association for any expense that is not a lawful obligation of the Association commits theft as provided under s. 812.014.

c) For this subsection, the term “lawful obligation of the association” means an obligation that has been adequately pre-approved by the board and is reflected in the meeting minutes or the written budget.

## **ARTICLE 11 - DUES & ASSESSMENTS**

### **Section 1 Association Dues.**

- (a) **PRESENT DUES.** The present dues fee is Three Hundred Fifteen Dollars (\$315.00) per year.
- (b) **INCREASES IN DUES.** The Board of Directors may increase the annual fee payable by each Association Member. However, no such increase shall be more significant than ten percent (10%) higher than the fee for the preceding calendar year unless the majority of Association Members at a meeting agree to a higher annual fee amount.
- (c) **DUE DATE.** Annual Dues shall be due not later than March 15<sup>th</sup> of the calendar year to which they apply.
- (d) **DUES NOTICE.** All Association Members shall be given written notice by First Class United States Mail not later than **January** 15<sup>th</sup> of the calendar year to which they apply.
- (e) Attachment (4) will serve as the “Association Dues Notice” for the community.
- (f) **NON-PAYMENT OF DUES.** Association Dues not paid may be subjected to any or all of the following, as determined by the Board of Directors.
  - (1) Send a Final Notice; Attachment (5) will be used as the “Final Association Dues Notice” in the community.
  - (2) May impose a Twenty-Five (\$35.00) Dollar late penalty;
  - (3) May collect Thirty (30) days after the due date, interest-bearing from the due date at the rate of Fifteen percent (15%) per annum;
  - (4) Collect the Association Dues from the Mortgage Company per the Plan Unit Development (PUD) Rider;
  - (5) Suspend the voting rights for nonpayment of Association Dues after 90 days per

## **Association**

§720.305(3) of the Florida Statutes.

- (6) Place a Lien on the Lot, subject to any prior encumbrance.

**Section 2 Dues Ahead Plan.** The plan was developed to help our residents achieve a positive Association Dues balance by prepaying a portion of, or all of, a fiscal year's assessment.

The Association Treasurer shall administer the Plan in accordance with Attachment (6).

### **Section 3 Special Assessments.**

(a) **PURPOSE.** As more fully provided in the Declaration, a special assessment may be levied by the Association and shall be used exclusively to improve and maintain the common areas, including but not limited to the following:

- 1) Payment of operating expenses of the association;
- 2) Maintenance, improvement, and operation of drainage easements and systems;
- 3) Maintenance, improvement, and beautification of the community entrance, retention pond, detention pond, buffer areas, and the pond entrance trail.

(b) **NOTIFICATION.** Every Lot Owner shall be notified at least ninety (90) days in advance before imposing and collecting special assessments;

(c) **APPROVAL.** When approved by a two-thirds (2/3) vote of the property owners attending a meeting of the Association, after due notice, the Association may levy, in addition to the annual dues, a special assessment required to fulfill its responsibilities. If approved, each member must pay the Association the special assessment.

### **Section 4 Associations Right to Collect; Dues and/or Special Assessments.**

(a) The Association may bring an action of law against the Owner, who is personally obligated to pay the same, or foreclose the lien against the property. Any interest, costs, and reasonable attorney's fees incurred in such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

(b) If litigation becomes necessary to enforce the collection of assessments, the prevailing party shall be entitled to reasonable attorney fees, paraprofessional fees, and court costs at pretrial, trial, and all appellate levels. Attorneys' Fees may be completed according to Civil Practice & Procedures, §57.104 of the Florida Statutes.

### **Section 5**

### **Property Liens.**



## **Association**

- (a) The Florida Statute provides relief to Homeowners Associations in collecting assessments, dues, and violation fines (\$1000 or more). According to the Statute, a **Claim of Lien** can be placed on your property for Non-Payment. Attachment (7) is the standard "Claim of Lien" Form used by most attorneys.
- (b) To satisfy a "**Claim of Lien**," a payment of all money due is required. **The Board of Directors has the Authority to grant Lien Reduction**. This includes the original assessment amount, penalties, interest, collection agency fees, all recording fees, reasonable attorney's fees, paraprofessional and investigative services, and court costs at pre-trial, trial, and all appellate levels. A final invoice to the Homeowner shall be provided, and when the balance is satisfied, a "**Release of Claim of Lien**" shall be initiated. Attachment (8) is the standard "Release of Claim of Lien" Form used by most Attorneys.

## **ARTICLE ELEVEN - COMMITTEES**

### **Section 1**

### **Architectural Review Committee (ARC).**

(a) **Homeowners Responsibilities.** Submit a formal letter to the ARC requesting consideration to build, improve, and/or alter an outbuilding and/or house. Additional information required by the ARC shall include, and not be limited to:

- (1) two copies of the construction plans and specifications, including all proposed landscaping;
- (2) an elevation or rendering of all improvements;
- (3) a complete itemized materials list;
- (4) A survey or plot plan showing the proposed location of the outbuilding, improvement, and/or alteration. Distance from Property/Lot Line measurements shall be included and shall not encroach on any easements or building restriction lines (BRL) around the property, and
- (5) provide the company/contractor name(s) who shall be performing these services, their addresses, phone numbers, and, if they're bonded, insured, and have sufficient workman compensation;
- (6) Provide a sample of exterior wall and trim colors, as well as roofing shingles, that match the house as closely as possible. The ARC has final approval of colors & shingles.
- (7) other such information deemed appropriate or required by the ARC;
- (8) One copy of such plans, specifications, and related data so submitted shall be retained in the association records, and the other copy shall be returned to the

## **Association**

Owner marked "Approved" or "Disapproved."

- (9) Only when the Association approves can the construction of the improvements applied for commence, provided that all such construction is per the submitted plans and provided further that such plans conform in all respects to the other terms and provisions provided by the State, Local Government, Declaration and the ARC's design and construction standards, if any.
- (10) Obtain and comply with any necessary permits required by Federal, State, and/or Local Governing agencies for the desired construction, improvement, and/or alteration.
- (11) The proposed construction, improvements, and/or alterations must commence within three (3) months; otherwise, approval must be obtained once again from the ARC, as provided herein.
- (12) The construction and/or alteration process must progress diligently. It shall be completed within one (1) year from the commencement date or the issuance of the building permit, unless the ARC and County (Planning & Zoning) have granted an extension.
- (13) The Lot/Homeowner shall provide the ARC with a copy of the extension given by the Clay County Planning & Zoning Department.

### **(b) Committee Duties, Responsibilities & Powers.**

- (1) The Architectural Review Committee (ARC) 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.
- (2) Approval shall be granted or denied by the ARC based upon compliance with the Florida Statutes, County Ordinances, Provisions of the Declaration, Covenants & Restrictions, and to ensure that construction and/or alteration plans meet those objectives. The approval decision is based on and shall include, but not limited to:
  - (1) Building Specifications; Quality of Materials and Workmanship;
  - (2) Harmony of external design with surrounding structures;
  - (3) Effects of the improvements on the surrounding areas, about existing homes, structures, community, or common area property;

## **Association**

- (4) Elevation and Drainage Requirements Concerning County-Approved Plan Unit Development for Hillside. (Master Elevation & Drainage Plan for Hillside)
- (5) Other factors, including aesthetic considerations which, in the sole opinion of the ARC, will affect the desirability or suitability of the construction and/or alteration;
- (6) Does it appeal to the majority of Neighbors, and
- (7) Are there any ARC's design & construction standards in effect?
- (3) The ARC shall have the sole discretion to determine whether specifications and plans submitted for approval consideration are acceptable.
- (4) After thoroughly reviewing all information provided, the ARC shall cause a vote either FOR or AGAINST the construction and/or alteration request. The Chairperson shall cast the tie-breaking vote.
- (5) A formal letter of Approval, Disapproval, Rejected, or Pending shall be given to the Lot/Homeowner by the Board of Directors within thirty (30) Business Days after submission of all required information has been made to the ARC Chairperson unless an extension is agreed to by the ARC Chairperson and Lot/Homeowner.
- (6) The ARC shall have the absolute right to effectively monitor and/or measure the progress of the construction and/or alteration.

(c) **Committee Numbers & Quorum.** The Committee shall consist of five (5) but not less than three (3) members to constitute a quorum and conduct business.

- (1) The Chairperson;
- (2) Two (2) members of the Board; and
- (3) Two (2) Homeowners, preferably the homeowner(s) to each side of the Lot.

(d) **Chairperson.** Shall:

- (1) Be elected from the membership of the Board of Directors;
- (2) Upon receipt of a written request, ensure that all necessary information is received from the Lot/Homeowners according to the requirements stipulated in the By-Laws and Covenants & Restrictions.
- (3) Sent a Receipt Letter to the Homeowners. Attachment (9) is a sample of the

## **Association**

“Receipt Letter” that may be used by the ARC or Board of Directors.

- (4) Attach the ARC Checklist to the Homeowner's information and commence verification of the submitted information and data. Attachment (10) is the “ARC Checklist” used by the ARC or Board of Directors when conducting its review.
- (5) Diligently notify the Lot/Homeowners of missing information.
- (6) Reject a request when information has not been received after ten (10) business days. The Rejection Letter is part of the ARC Checklist.
- (7) Call a meeting of the committee when deemed necessary or appropriate.
- (8) Navigate the ARC to meet its agenda and objectives;
- (9) Cast the tie-breaking vote.
- (10) Receive final approval from the Board of Directors. Approval is part of the ARC Checklist.
- (11) Provide a rough draft approval/disapproval letter to the Association Secretary. Attachment (11) is a sample of the “Approval Letter” that may be used by the ARC or Board of Directors.
- (12) Utilize all necessary resources to meet requirements and/or objectives;
- (13) Supervise & Monitor Community Upgrades, Improvements, and Repair projects;
- (14) Coordinate ARC efforts with Members of the Board and the Association

(e) **Notification.** The Chairperson shall contact the committee members when necessary. If a notice is utilized, it may be hand-delivered or sent via US Mail.

(f) **Meetings.** Once an Out-Building and/or Alteration Request is received, the ARC Chairperson shall call a meeting within twenty (20) business days. During this meeting, the committee shall review information provided by the Lot/Homeowner using the “ARC Checklist” and vote accordingly.

(g) **Community Hearing.** The Lot/Homeowner may request an appeal of the ARC Committee's and/or Board of Directors' decision and request a Community Hearing. The Lot/Homeowner(s) shall send their written request to the President by US Mail to the Association's Business Address. The request shall contain a reason why the decision should be overturned and any additional facts and/or information to support the appeal. Provide Professional References when disputing Local Government opinions, facts, or engineering conclusions.

## **Association**

- (1) Upon receipt, the President shall call a Board of Directors meeting.
  - (2) Thoroughly review the facts of the ARC Committee's findings. Cause a Board of Directors vote either for or against this hearing, or
  - (3) Schedule a special community meeting in accordance with these By-Laws.
  - (4) The **ASSOCIATION** and **ONLY the ASSOCIATION** reserves the right, when approved by a two-thirds (2/3) vote of the property owners and/or proxy vote attending a special meeting of the ASSOCIATION to overturn and release the said lot from the 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 a minor or insubstantial violation). The LOT Owner shall receive a Releasement Letter from the Association with the President's Signature, Witnessed and Signed by the Secretary and one other Lot Owner to authenticate the Association's approval. It's the responsibility of the Lot Owner to have this Letter Record at the Clerk of the Court for Clay County. The above action shall cause the Covenants & Restrictions to be amended and/or changed, allowing equality amongst the homeowners.
- (h) **No Representation Clause.** No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any outbuilding, Alteration, and/or other improvement built/constructed in accordance therewith will be built to applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither the Association nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved according to the terms of this Section or any construction defects undertaken according to such plans and specifications.

## **Section 2**

## **Neighborhood Watch Committee.**

### **(a) Committee Duties & Responsibilities.**

- (1) Responsibilities of this committee include defining the physical boundaries of the watch area and working with the neighbors within the defined area to ensure that at least 60% are willing to participate in the program. Additional responsibilities include:
  - (A) setting up and holding workshops;
  - (B) participating in the National Night Out Program; and

## **Association**

(C) working with the Clay County Sheriff's office on an ongoing basis.

(2) The Neighborhood Crime Watch program offers a means of reducing the likelihood of crime by promoting active participation in a series of crime prevention workshops led by certified crime prevention practitioners. The workshops provide a general orientation to the Crime Watch program in their neighborhood; teach citizens how to make their homes less inviting to thieves; participate in Operation Identification; and how to be alert to suspicious activity in the neighborhood and personal safety techniques.

(3) Crime Watch-trained citizens provide valuable information to law enforcement personnel, helping ensure more effective law enforcement and crime prevention and making the neighborhood and community a better, safer place to live.

(b) **Committee Numbers & Quorum.** The Committee shall consist of five (5) or more, but not less than three (3) members, to constitute a quorum and conduct business.

(1) The Chairperson

(2) Block Captains

(3) Residents

(c) **Chairperson. Shall**

(1) Be elected from the membership of the Board of Directors;

(2) Call a meeting of the committee when deemed necessary or appropriate.

(3) Chair the Committee when in session and navigate the Committee to meet its agenda and objectives;

(4) Utilize available resources to meet requirements and/or objectives;

(5) Explain the Neighborhood Crime Watch concept to Hillside residents.

(6) Obtain the names, addresses, and telephone numbers of the neighborhood's Block Captains and compile a file with this information.

(7) Keep the Community Roster updated, especially phone numbers.

(8) Provide community members and block captains with an updated roster.

(9) Serve as liaison between the Neighborhood Crime Watch group and the Crime Prevention Deputy assigned to the program.

(10) Keep a master list of all participants in the Neighborhood Crime Watch program.

(11) Assist in the development of any program that would be beneficial to

## **Association**

the community; i.e., citizen patrol, Operation I.D., etc.

- (12) Provided urgent information to Block Captains and Community Members;
- (13) Disseminate other information and necessary crime prevention materials to Block Captains from the Deputy assigned to the program.
- (14) Attend all Neighborhood Crime Watch meetings and workshops;
- (15) Schedule locations for the workshops and all subsequent meetings.
- (16) Welcome new neighbors to the community and encourage their participation in the Neighborhood Crime Watch program..
- (17) Assign related duties to Block Captains as required
- (18) Diligently notify Block Captains of Amber Alerts or missing child/children in and around the greater Jacksonville area;
- (19) Coordinate community participation in the National Night Out with the Local Sheriff's Department, Board Members, and Residents of the Community;

(d) Notification. The Chairperson shall contact the Block Captains and/or committee members via the most effective means of communication. Rapidly pass on urgent information when received from proper authorities.

(e) Meetings. The Chairperson shall call meetings from time to time or as necessary to disseminate information. During the sessions, the committee shall review and update the Community Roster & Phone Numbers.

(f) Block Captains.

- (1) The Block Captain is responsible for one block, or a similar area in designated territory, and he or she is expected to communicate and supervise the actual citizen participants who join the neighborhood.
- (2) Encourage neighborhood participation in the Watch program.
- (3) Disseminate information from local law enforcement, channeled through them, to citizens on crime prevention matters.
- (4) Compile a list of participating Crime Watch members on their block.
- (5) Serve as liaison between the community and local law enforcement;
- (6) Attend neighborhood watch meetings;
- (7) Be able to inform block members of the Neighborhood Watch Program and how it works;

## **Association**

- (8) Welcome new neighbors to the community and encourage them to join the Neighborhood Watch Program.
- (9) Relay information on community problems/suspicious activities to law Enforcement; and
- (10) Assist efforts to maintain the Crime Watch program in the neighborhood through various renewal programs throughout the years.

## **Section 3**

### **Pond Assessment Committee.**

(a) **Committee Duties & Responsibilities.** The responsibilities of this committee are to assess and report on the overall condition of Hillside's Retention and Detention Ponds, which can impact how the Stormwater Management and Collection System operates in the community. The committee shall establish standards for embankment erosion/condition, water monitoring, algae, and cattail grass growth rate. **The committee shall advise the Board of Directors and Community Residents about the overall condition of the Retention/Detention Ponds.**

(b) **Committee Numbers & Quorum.** The Committee shall consist of **three (3)** or more, but not less than three (3) members, to constitute a quorum and conduct business.

- (1) The Chairperson;
- (2) One Board Member and
- (3) Residents of both Ponds

(c) **Chairperson.** shall

- (1) Be elected from the membership of the Board of Directors;
- (2) Call a meeting of the committee when deemed necessary or appropriate.
- (3) Establish procedures to effectively monitor pond erosion and embankment condition.
- (4) Report all urgent and routine matters to the Board of Directors.
- (4) Diligently notify the Lot/Homeowners living on the Ponds about concerns and issues;
- (5) Navigate the PAC to meet its agenda and objectives;
- (6) **If necessary, provide rough draft letters to the Association Secretary.**
- (7) Utilize all necessary resources to meet requirements and/or objectives;
- (8) Supervise & Monitor Pond Upgrades, improvements, and Repair projects;



## **Association**

- (9) Coordinate PAC efforts with the St. Johns River Water Management Districts, regulatory Scientists, Members of the Board, and the Association;
- (d) **Meetings & Notification.**
  - (1) Meetings shall be called by the Chairperson when deemed necessary, and
  - (2) The notification shall be done via the most effective means of communication.
- (e) **Pond Assessments.** shall be done monthly and can be rotated throughout the residents living on the pond. A Condition Report shall be provided to the Chairperson.
- (f) **Regulatory Scientist.**
  - (1) The stormwater retention and detention ponds fall under the operational control and management of the St. Johns River Water Management District. The Regulatory Scientist shall be consulted/notified when
    - (A) An inspection is needed to check overall pond compliance
    - (B) Unauthorized digging, alteration, and/or changes are being done to the shape of the pond without a permit.
    - (C) Erosion has caused severe damage, and a repair opinion is needed to seek guidance on Conservation Easement issues.
  - (2) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants & Restrictions which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

## **Section 4**

## **Appointed Committees.**

- (a) **WELCOMING/HOSPITALITY.** This committee, when active, welcomes new neighbors into our community and provides support during our Community meetings by setting up and taking down tables and chairs, and by providing refreshments and snacks/condiments.
- (b) **WAYS & MEANS.** This committee, when active, finds alternative ways to obtain items and/or resources needed for our community without having the Association fund them. All or a portion of the proceeds from Community Garage Sales/Yard Sales, Car Washes, Bake/Cookie sales, House Parties, Plant Sales, etc., may be provided to the Association to fund various projects with the community—for example, Additional Light Poles, Trees & Plants, Front Entrance Beautification, etc.

## **ARTICLE TWELVE - LOT AND LAWN GUIDELINES**

## **Association**

### **Section 1: Proper Lot and Lawn Guidelines.**

The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained in an appropriate condition and all buildings properly painted.” The Board of Directors has developed numerous guidelines to ensure proper maintenance in an optimal condition. The following guidelines need to be followed.

#### **1. Lot and Easement Area**

- a) Lawns shall be covered in turf grass or other acceptable ground cover.
- b) Turf grass surrounding plant beds shall be trimmed in plane with the height of the lawn.
- c) Contents of the planting bed and shrubs shall be trimmed and kept healthy-looking.
- d) Palm trees and other trees shall be pruned in an appropriate manner.
- e) Tree limbs shall not be low enough to interfere with pedestrians.

#### **2. Planting Bed Areas**

- a) Plant beds shall be maintained without excessive weeds growing in plant bed.
- b) Turf grass surrounding plant beds shall be trimmed in plane with the height of the lawn.
- c) Contents of the planting bed and shrubs shall be trimmed and kept healthy looking.
- d) Palm trees and other trees shall be pruned appropriately. Tree limbs shall not be low enough to interfere with pedestrians.

#### **3. House Maintenance**

- a) The Exterior of the structures shall be maintained without excessive mildew or stains.
- b) Concrete surfaces shall be kept clean and free of excessive dirt, oil, and grease.
- c) Exterior walls of the house shall be maintained in proper condition and properly repaired.
- d) Concrete street drainage gutters shall be free of soil, mud, and dead

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## **Association**

vegetation, grass, or other living material growing in cracks.

e) Fences visible from the road shall be adequately maintained to include no rotten wood, holes in fences, missing pickets, or in need of repair.

### **4. Other**

a) Garbage cans and recycling bins shall not be out to the curb before 24 hours of pickup and must be returned behind a fence within 24 hours after pickup.

b) Garbage cans and recycling bins shall not be stored in sight of the street.

c) Inoperable vehicles, trailers, boats, RVs, etc, shall be stored behind a fence. No vehicle shall be parked on grass visible from the road.

## **ARTICLE TWELVE - CORPORATE SEAL & IDENTIFICATION**

### **Section 1**

### **Corporate - Seal.**

(a) The seal of the Association shall be in the following form:

HILLSIDE HOMEOWNERS ASSOCIATION OF  
CLAY COUNTY, FLORIDA  
A NOT-FOR-PROFIT CORPORATION  
ESTABLISHED 1999

(b) Specifications: Rubber Stamp, Self-Ink, Square, Black Ink Color.

(c) Authentication: The Secretary shall stamp the document and provide his/her signature followed by the words "It's Secretary."

(d) Stamp Impression: Authenticated by:

Its Secretary

### **Section 2**

### **Corporation - Official Letter Head.**

The paper specifications for the Corporate Letter Head shall bear the following Corporate Marking:

**Association**

# *Hillside*

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

**ARTICLE THIRTEEN - AMENDMENTS TO ASSOCIATION DOCUMENTS**

**Section 1**

**Overview.**

Governing Documents may be altered or changed 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. A request to amend, change, modify, or enforce items in the governing documents must be made in writing. Utilize Attachment (12) to report a violation or cause enforcement. Utilize Attachment (13) to request a change, amendment, or modification to Association Documents.

**Section 2**

**Articles of Incorporation.**

The Articles of Incorporation shall be amended/modified when required by Florida Statutes. However, they shall be reviewed by the Board of Directors every April for accuracy and validity. Articles may be changed, amended, or modified when approved by a two-thirds (2/3) vote of the property owners attending a meeting of the Association, one vote per Lot.

**Section 3**

**Covenants & Restrictions.**

(a) The Covenants & Restrictions shall be reviewed annually in May for accuracy and validity, or when the Association Secretary or a Board Member receives an Add, Change, or Deletion request.

Upon receipt the

(1) The President shall, within thirty (30) days, convene the Board of Directors to

## **Association**

study the cause and effects.

(2) The Board shall prepare, if necessary, the required changes, deletions, or additions to the Covenants & Restrictions.

(3) The Secretary shall schedule and set up a Community Meeting.

(4) Approval by a two-thirds (2/3) vote of the property owners attending a meeting of the Association is required for the changes, deletions, or additions to take place—one vote per Lot. The amended or revised Covenants & Restrictions shall be recorded with the Clerk of the Court for Clay County.

(b) Copies of the recorded amendments, changes, or modifications shall be sent to each Lot/Homeowner in the Community and shall become part of the Association's Official Records.

## **Section 4**

### **Association By-Laws.**

(a) Minor changes to these By-Laws may be made at a regular or special meeting of the Members by approval of a two-thirds (2/3) vote of the property owners in attendance. One vote per Lot. Votes may be cast in person or by proxy.

(b) These By-Laws shall be reviewed every February for accuracy and validity, or when the Association Secretary or Board Member receives an Add, Change, or Delete request. Upon receipt and notification, the:

(1) The President shall, within sixty (60) days, convene the Board of Directors to study the causes and effects.

(2) The Board shall prepare, if necessary, the required changes, deletions, or additions to the Association By-Laws and

(3) The Secretary shall coordinate with the agenda schedule for the next Community Meeting.

(c) Additions, changes, and/or deletions require approval by two-thirds (2/3) of the property owners attending a meeting, one vote per Lot. The amended Association By-Laws may be recorded with the Clerk of the Court for Clay County.

(d) Copies of the recorded amendments, changes, or modifications shall be sent to each Lot/Homeowner in the Community and shall become part of the Association's Official Records.

(e) In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **Section 5**

### **Miscellaneous Documents.**

## **Association**

- (a) **Dues Ahead Plan.** Shall be reviewed annually or when changes/modifications are deemed necessary.
- (b) The **ARC Checklist** shall be reviewed annually or when changes/modifications are deemed necessary.
- (c) **Disclosure Summary for Hillside Community.** Shall be reviewed annually or when changes/modifications are deemed necessary per Florida Statute.
- (d) **Insurance & Fidelity Bonds.** Shall be reviewed annually, or at least one month before expiration and/or renewal.
- (e) **Other Documents.** All other documents not mentioned shall be reviewed for validity when necessary or prior to their expiration/renewal dates.

## **ARTICLE FOURTEEN - MISCELLANEOUS**

### **Section 1**

### **Homeowners Association Disclosure.**

- (a) **Disclosure.** A prospective parcel owner in a community must be presented with a disclosure summary before executing the contract for sale. Attachment (14) is the "Disclosure Summary for Hillside Community" as required by §689.26 of the Florida Statutes.
- (b) **Contract Negotiations.**
  - (1) The parcel owner must supply the disclosure if the sale is by an owner who is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.
  - (2) "if the disclosure summary required by §689.26, Florida statutes have not been provided to the prospective purchaser before executing this contract for sale, this contract is voidable by the buyer by delivering to seller or seller's agent written notice of the buyer's intention to cancel within 3 days after receipt of the disclosure summary or before closing, whichever occurs first, any purported waiver of this violability right has no effect. Buyer's right to void this contract shall terminate at closing."
- (c) **Non-Conformance.** A contract that does not conform to the requirements of the Florida Statutes section is voidable at the purchaser's option before closing.

### **Section 2**

### **Mortgage Certificate.**

- The Mortgage Certificate provides the necessary documentation that Association Dues

### **Association**

and Special Assessments are paid, and other account information is current and up-to-date. When selling or refinancing, the Closing Attorney or Title/Escrow Company handling the transaction will require this certificate.

- Before selling or refinancing, the Homeowner can obtain a copy of this certificate by contacting the Treasurer or Registered Agent. Attachment (15) is the Mortgage Certificate that the Treasurer or Agent may utilize for this purpose.

### **Section 3 Security System & Fire Alarm Registration. (INFORMATIONAL PURPOSE)**

(a) **Security System.** Before using, operating, or otherwise activating an alarm system, the alarm user shall apply for, obtain, and maintain a current decal from the building department and shall cause the same to be posted at the main entrance to the alarm system location applicable thereto in a conspicuous place from which it can be readily observed and read from the exterior side thereof. The decal application shall contain the following information:

(b) **Fire Alarm.** If the alarm system subject to a decal application includes any fire alarm, the alarm user shall file a copy thereof with the fire chief simultaneously with the filing of the application.

(c) **False Alarms.** Upon the occurrence of a third false alarm from a particular alarm system during any period of three hundred sixty-five (365) days, an agency may serve a written demand upon the alarm user that an alarm system contractor inspect such alarm system to diagnose the cause of the false alarms and implement remedial measures to prevent a recurrence of the same.

### **Section 4**

### **County Permits.**

Hillside Homeowners shall call or visit with the Clay County Planning & Zoning Department before commencing any Lot, Home, or Property Improvements. Permits are required to install an irrigation system, extend driveways, install electrical systems, install swimming pools, etc. Any improvements being made require a permit.

### **Section 5**

### **Neighborhood Solicitation**

Solicitation will occur in our neighborhood. However, the County Ordinance was changed in July 2003. Homeowner Associations can no longer place the "No Solicitation" signs at the entranceway to their Communities or Subdivisions with public roads. The individual Homeowner must set a "No Solicitation" sign in a conspicuous area on their property. This sign cannot be attached to the mailbox, but should be placed where solicitors can easily cite it. Refer to Clay County Ordinances for more details.

## **Association**

### **Section 6**

### **Board of Directors Turnover**

Outgoing and incoming Officers, Directors, and Committee Chairpersons shall meet at the first Board of Directors meeting after the Election. All Documents and Records, stamps and seals, keys and locks, etc., shall be turned over during this meeting. In addition, all necessary certifications, Designations, and other required paperwork shall be completed and signed.

### **Section 7**

### **Employment**

As deemed necessary by the Board of Directors, employ a manager, an independent contractor, or such other employees, prescribe the duties and compensation of any such employee, and provide for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.

### **Section 8**

### **Insurance & Fidelity Bonds.**

- (a) The Association shall obtain and maintain adequate fidelity bonding for all persons who control or disburse the Association's funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or management agent at any one time. As used in this paragraph section, the term "persons who control or disburse funds of the association" includes, but is not limited to, those authorized to sign checks, as well as the association's president, vice president, secretary, and treasurer.
- (b) The Association shall bear the cost of bonding and insurance.
- (c) The Board of Directors shall review coverage and deductible amounts annually, or one (1) month before the Binder/Voucher renewal.

### **Section 9**

### **Remedy by Law & Severability**

If any By-Law, Covenant and Restriction herein contained or any Article, Section, Subsection, Clause, Phrase or Term of the Declaration be declared void, invalid, illegal, or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder of provisions hereof, which shall remain in full force and effect.

### **Section 10**

### **Enforcement of Penalties & Infractions**

The requirements of this section do not apply to the imposition of suspensions or fines on any member for failure to pay assessments or other charges when due, if the governing documents authorize such action.



## **Association**

### **Community Violations.**

HEARING: Per §720.305(2)(a) of the Florida Statutes, the Fine Committee will convene to approve the fine for that violation event before penalties are issued. The Fine Committee will consist of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the association, nor are they spouses, parents, children, brothers, or sisters of officers, directors, or employees. If the committee does not approve a proposed fine or suspension by majority vote, it cannot be imposed.

### **CONTINUING/CUMULATIVE VIOLATION(S)**

- (a) **A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing in the aggregate unless otherwise provided in the governing documents.**
- (b) **The Board shall notify the Homeowner about cumulative violations, any future violation(s), and assessment of a reasonable fine as remedial action. For any subsequent violations by the Homeowners, the Board shall use the Florida Statutes as a guide when administering corrective action. The association may suspend the voting rights of a parcel or member for the non-payment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent.**

### **Remedy Rights: Association & Homeowners**

- (a) The Association shall have the exclusive right to bring forth a Punitive and/or Civil Action Lawsuit against any Lot/Homeowners for failing to comply with the Declaration, Covenants & Restrictions, or other governing documents. If the Association has to move forward with such Legal Action, the Lot/Homeowner who caused the situation shall bear all costs and/or be liable for the removal, tear/down, damages, and attorney's fees connected with this action. More fully explained;
- (b) If any person or entity shall violate or attempt to violate the Declaration, any one of the Covenants & Restrictions, or these By-Laws, it shall be lawful for any Owner or the Association to;
  - (1) Institute proceedings at law for the recovery of damages; or

## **Association**

- (2) maintain a proceeding in equity to prevent, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Board of Directors, or any Lot/Homeowner to enforce the Covenants & Restrictions and/or By-Laws herein contained shall not at any time be deemed a waiver or estoppel of the right to implement the same thereafter. Any person or persons, including, without limitation, the Association or any Owner having rights hereunder who shall bring an action to enforce these Covenants & Restrictions and/or By-Laws, shall, in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefore.

### **Section 11**    **Property Easements.**

Homeowners shall refer to their Property Plat and/or Survey when dealing with easement issues. Easements are necessary for utilities and other commodities as defined in the Declaration and Covenants & Restrictions. When easements are utilized, they shall be returned and/or restored as close to their original/natural condition. The Association shall consult with Chapter 704 of the Florida Statutes when dealing with Easements around & along Lot Lines.

### **Section 12**    **Association Agreements**

According to §720.309 of the Florida Statutes, agreements entered into by the Association for longer than 10 years should be Fair and Reasonable when written and executed.

### **Section 13**    **Advancements in Technology**

The Board of Directors shall review any new commodities, technological advances/procedures. It shall have sole discretion when approving any optional changes to the Hillside Subdivision—for example: Plastic or composite-type building materials. The industry defines a forced shift in technology, and the Board of Directors cannot review or control the outcome. Example: The dimension or size of a satellite dish.

### **Section 14**    **Statement of Non-Discrimination**

Hillside Homeowners Association of Clay County, Inc. is subject to the provisions of Title IV of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, which provide that no person in the United States based on race, color, national origin, age or handicap shall be excluded from participation in, admission or access to, denied the benefits of, or otherwise be subjected to discrimination under any of this organization's programs or activities.

## **Association**

The Vice President of Hillside Homeowners Association is responsible for coordinating this organization's nondiscrimination compliance efforts. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination, may obtain further information about the statutes and regulations listed above from and/or file a written complaint with this organization, or the Secretary, U.S. Department of Labor, Washington, D.C. 20250. Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the best of my ability.

### **Section 15 Pet Control**

- (a) All animals shall be equipped with a collar, properly licensed, and tagged when walking the animal throughout the community. Animals must be on a leash and under the owner's control at all times, and the pet owner is responsible for picking up animal droppings. The owner may install an underground containment fence to control animals and help keep them on their LOT; however, the "Containment Area" shall be monitored by the Pet Owner.
- (b) Community Members may report a continuing Pet Control problem with Clay County Animal Control. Homeowners can submit the Complaint Form (Attachment 16) to Animal Control for first-time or repeat offenders.

### **Section 16 Volunteer Release and Waiver of Liability**

The Hillside Homeowners Association of Clay County has adopted the following Release and Waiver of Liability. All volunteers agree to adhere to:

- (a) Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Hillside HOA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arises or may hereafter arise from Volunteer's Activities, Hillside HOA Volunteer understands that this Release discharges Hillside HOA from any liability or claim that the Volunteer may have against Hillside HOA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities, whether caused by the negligence of Hillside HOA or its officers or directors. A volunteer also understands that Hillside HOA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

## **Association**

- (1) **Medical Treatment.** Volunteer does hereby release and forever discharge Hillside HOA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities
- (b) **Assumption of the Risk.** The Volunteer understands that the Activities may involve work that is hazardous to the Volunteer. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Hillside HOA from any liability for injury, illness, death, or property damage resulting from the Activities.
- (c) **Insurance.** The Volunteer understands that Hillside HOA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain their own medical or health insurance coverage.
- (d) **Other** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted per the laws of the State of Florida. Volunteer agrees that if any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

## **Section 17**                      **Stormwater Management System Rules (Common Area)**

- (a) **Common Area - Stormwater Management System Rules:**  
No swimming in Retention and/or Detention Ponds.  
No boats or flotation devices shall be allowed on the Retention and/or Detention Ponds without prior authorization in writing by the Board of Directors.  
No wheeled vehicles shall be allowed around Retention and/or Detention Ponds and/or the Pond maintenance path from Allie Murray Rd to the pond without prior authorization in writing by the Board of Directors.  
No fishing shall be allowed except catch and release.
- (b) Violators will be considered trespassers and may face penalties ranging from a violation letter to prosecution for trespassing.

## **Section 18**    **Displaying of Flags**

### **Association**

Homeowners are permitted to display only the following flags in the community. The flags shall be displayed respectfully up to two of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet:

- (a) The United States flag.
- (b) The official flag of the State of Florida.
- (c) A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
- (d) A POW-MIA flag.
- (e) A first responder flag.

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## DISCLOSURE SUMMARY FOR HILLSIDE COMMUNITY A REQUISITE PER §689.26 OF THE FLORIDA STATUTES

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF THE HOMEOWNERS ASSOCIATION.
2. THERE HAVE BEEN RECORDED COVENANTS AND RESTRICTIONS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU WILL BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
4. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
5. THERE IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION (If such obligation exists, then the amount of the current obligation shall be set forth)
6. THE COVENANTS AND RESTRICTIONS CAN NOT BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR, IF NO MANDATORY ASSOCIATION EXISTS, PARCEL OWNERS.
7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS & RESTRICTIONS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
8. THESE DOCUMENTS ARE MATERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.
9. THE HOMEOWNER SHALL PROVIDE A COPY OF THIS DISCLOSURE SUMMARY SIGNED BY THE PROSPECTIVE PURCHASER TO THE ASSOCIATIONS' SECRETARY FOR FILE.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

The disclosure must be supplied by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent, language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## COMMUNITY MEETING NOTIFICATION

Dear Neighbor,

Date: \_\_\_\_\_

A Meeting of the "Hillside Homeowners Association of Clay County, Inc." will be taking place soon. Please mark your calendar, it's very important for Association Members to attend or have a signed proxy letter appointing another to establish a quorum. The governing documents require 33% for the quorum to be established and the meeting to be official.

DATE: \_\_\_\_\_

WHERE: \_\_\_\_\_

Middleburg-Clay Hill Public Library  
2245 Aster Street, Middleburg, FL 32068

TIME: \_\_\_\_\_

The meeting shall commence promptly at \_\_\_\_\_ o'clock. Association members will be voting

on the: \_\_\_\_\_

Enclosed is a Blank Proxy Letter. If you're not going to attend this meeting, please nominate a person in the community or a Board Member as your proxy. If you wish, please provide details on the back of your signed proxy letter on how this individual shall vote for you. Please **SIGN THE PROXY LETTER** and hand deliver it to any Board Member, mail it or have your designated Proxy bring it to the meeting. If your proxy is not received or signed, your proxy vote can not be counted.

Again the Board of Director's encourages each homeowner to become familiar with the Articles of Incorporation, and Covenants & Restrictions.

A reminder to all Homeowners, only one vote per Lot Owner, only the named person(s) on the Corporate Warranty Deed may vote and your Association Dues must be current.

The agenda will include the following items:

1. Homeowner(s) Sign-In.
2. Meeting Called to Order.
3. Roll Call and Certification of Proxies for Quorum.
4. Identify Visitors - Establish their purpose for attending.
5. Read the Minutes from previous Meeting.
6. Establish Voting Procedures.
7. Review Old Business.
8. Accept New Business.
9. Miscellaneous Items.
10. Adjournment

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

Sincerely,

ATTACHMENT (1)

# Hillside

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 and 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 \_\_\_\_\_ at the Middleburg-Clay Hill Public Library, located at 2245 Aster Street, Middleburg Florida 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 \_\_\_\_\_, 20\_\_\_\_

- ☐ 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: \_\_\_\_\_  
(Signature)

**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.



# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## COMMUNITY MEETING NOTIFICATION

Dear Neighbor,

Date: \_\_\_\_\_

A Meeting of the "Hillside Homeowners Association of Clay County, Inc." will be taking place soon. Please mark your calendar, it's very important for Association Members to attend or have a signed proxy letter appointing another to establish a quorum. The governing documents require 33% for the quorum to be established and the meeting to be official.

DATE: \_\_\_\_\_  
WHERE: Middleburg-Clay Hill Public Library  
2245 Astor Street, Middleburg, FL 32058

TIME: \_\_\_\_\_

The meeting shall commence promptly at \_\_\_\_\_ o'clock. Association members will be voting on the: \_\_\_\_\_

Enclosed is a Blank Proxy Letter. If you're not going to attend this meeting, please nominate a person in the community or a Board Member as your proxy. If you wish, please provide details on the back of your signed proxy letter on how this individual shall vote for you. Please **SIGN THE PROXY LETTER** and hand deliver it to any Board Member, mail it or have your designated Proxy bring it to the meeting. If your proxy is not received or signed, your proxy vote can not be counted.

Again the Board of Director's encourages each homeowner to become familiar with the Articles of Incorporation, and Covenants & Restrictions.

A reminder to all Homeowners, only one vote per Lot Owner, only the named person(s) on the Corporate Warranty Deed may vote and your Association Dues must be current.

The agenda will include the following items:

1. Homeowner(s) Sign-In,
2. Meeting Called to Order,
3. Roll Call and Certification of Proxies for Quorum,
4. Identify Visitors - Establish their purpose for attending,
5. Read the Minutes from previous Meeting,
6. Establish Voting Procedures,
7. Review Old Business,
8. Accept New Business,
9. Miscellaneous Items,
10. Adjournment

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

Sincerely,

# Hillside

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 and 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 \_\_\_\_\_ at the Middleburg-Clay Hill Public Library, located at 2245 Aster Street, Middleburg Florida 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 \_\_\_\_\_, 20\_\_\_\_

- ☐ 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: \_\_\_\_\_

(Signature)

**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.

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## General Proxy

Know All People By These Present, that the undersigned hereby appoints the Secretary of the Association or

(Print name of person, other than yourself, who will attend meeting)

as attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, vote as proxy at the Meeting of the Hillside Homeowners Association of Clay County, Inc to be held \_\_\_\_\_ at the Middleburg-Clay Hill Public Library, located at 2245 Aster Street, Middleburg Florida or any adjournments thereof. The undersigned will not be available for the designated meeting. This shall be a general proxy for any matter which may properly come before the meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

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

Signature of Owner \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Address: \_\_\_\_\_

## Substitution of Proxy

(Original Proxy holder is to complete this portion only if the original Proxy holder is unable to attend)

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

\_\_\_\_\_ to substitute for me in the proxy set forth above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Proxy: \_\_\_\_\_

(Signature)

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.

**CERTIFICATE OF DESIGNATION**  
**REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of §607.0501 or §617.0501 of the Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.

2. The name and address of the registered agent and office is:

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATION OF MY POSITION AS REGISTERED AGENT.

\_\_\_\_\_  
Date: \_\_\_\_\_

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## ASSOCIATION DUES NOTICE

TO:

Lot No:

Parcel No:

Amount Due: \$ 220.00

Date Due: February 15, 20 \_\_\_\_\_

Date Paid: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount Paid: \_\_\_\_\_

\* PLEASE NOTE: If you're going to pay your Association Dues/Fee utilizing a "BILL PAYER" Service by any Bank or Financial Institution, please ensure that your payment is scheduled and received by the Association Treasurer **BEFORE** the **DUE DATE** to avoid a Late Payment Fee. Thank You.

RECENT ACCOUNT HISTORY	DATE	AMOUNT
BEGINNING BALANCE	01-01-20 _____	\$ 0.00
HOA Dues for 20	01-15-20 _____	\$ 220.00
CURRENT BALANCE		\$ 220.00

PLEASE PAY \$ 220.00 BEFORE FEBRUARY 15, 20 \_\_\_\_\_ THANK YOU

QUESTIONS CONCERNING YOUR ACCOUNT - CONTACT THE TREASURER

\*\*\* NEED A PAYMENT PLAN THAT WILL FIT YOUR BUDGET? CONSIDER ENROLLING INTO THE "PAY AHEAD" PROGRAM \*\*\*  
MORE INFORMATION ABOUT THIS PROGRAM IS AVAILABLE IN THE BY-LAWS OR BY CONTACTING A BOARD MEMBER.

PLEASE RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS

-----Cut on this line-----

TO ENSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please make your check payable to: **HILLSIDE HOA**

AND Mail to:  
HILLSIDE HOA  
ASSOCIATION TREASURER  
PO BOX 1107  
MIDDLEBURG, FL 32050-1107

Lot No: «Nicknames» Owners Name: «Surnames» Legal Address: «Home Address, Street»

(Treasurer's Record) Pay Ahead: \$0.00 Amount Due: \$220.00

DATE REC \_\_\_\_\_ AMT REC \_\_\_\_\_ DATE POSTED \_\_\_\_\_

# Hillside

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

## ASSOCIATION DUES NOTICE

TO:

Lot No: \_\_\_\_\_ Parcel No: \_\_\_\_\_

Amount Due: \$ 198.00 Date Due: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount Paid: \_\_\_\_\_

\*\*\* HAVE YOU CONSIDERED ENROLLING IN THE "DUES AHEAD" PROGRAM??  
FOR MORE INFORMATION, CONTACT A BOARD MEMBER

PLEASE RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS

-----  
TO ENSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please make your check payable to: **HILLSIDE H.O.A.**

AND Mail to:  
HILLSIDE HOA  
C/O ASSOCIATION TREASURER  
PO BOX 1107  
MIDDLEBURG, FL 32050-1107

Lot No \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

(Treasurer's Record)

DATE REC \_\_\_\_\_ AMT REC \_\_\_\_\_ DATE POSTED \_\_\_\_\_

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## FINAL ASSOCIATION DUES NOTICE

TO:

Lot No:

Parcel No:

Amount Due: \$ 220.00

Date Due: UPON RECEIPT

Date Paid: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount Paid: \_\_\_\_\_

\* PLEASE NOTE: If you're going to pay your Association Dues/Fee utilizing a "BILL PAYER" Service by any Bank or Financial Institution, please ensure that your payment is scheduled and received by the Association Treasurer **BEFORE** the **DUE DATE** to avoid a Late Payment Fee. Thank You.

RECENT ACCOUNT HISTORY	DATE	AMOUNT
BEGINNING BALANCE	01-01-20	\$ 0.00
HOA Dues for 20	01-15-20	\$ 220.00
CURRENT BALANCE		\$ 220.00

PLEASE PAY \$ 220.00 UPON RECEIPT. THANK YOU

QUESTIONS CONCERNING YOUR ACCOUNT - CONTACT THE TREASURER

\*\*\* NEED A PAYMENT PLAN THAT WILL FIT YOUR BUDGET? CONSIDER ENROLLING INTO THE "PAY AHEAD" PROGRAM \*\*\*  
MORE INFORMATION ABOUT THIS PROGRAM IS AVAILABLE IN THE BY-LAWS OR BY CONTACTING A BOARD MEMBER.

PLEASE RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS

-----Cut on Side Line-----

TO ENSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

Please make your check payable to: **HILLSIDE HOA**

AND Mail to:  
HILLSIDE HOA  
ASSOCIATION TREASURER  
PO BOX 1107  
MIDDLEBURG, FL 32050-1107

Lot No: «Nicknames» Owners Name: «Surnames» Legal Address: «Home Address, Street»

(Treasurer's Record) Pay Ahead: \$0.00 Amount Due: \$220.00

DATE REC: \_\_\_\_\_ AMT REC: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_



# Hillside

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

## FINAL ASSOCIATION DUES NOTICE

TO:

Lot No: \_\_\_\_\_ Parcel No: \_\_\_\_\_

Amount Due: \$ 198.00 Date Due: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Check No. \_\_\_\_\_ Amount Paid: \_\_\_\_\_

This is a Final Notice, after the above due date a lien shall be placed on your property. Homeowner(s) shall become liable for the lien, attorney fees & recording fees. Authority to collect Association Dues is contained in §720.301(7), §720.301(9)(b)2 of the Florida Statutes; Hillside Homeowners Association of Clay County, Inc. Declaration, Articles of Incorporation Page 2, Article 4, Line 3 & 8; Covenants & Restrictions of Hillside Page 6, Line 27. In addition, your voting rights shall be suspend for nonpayment of Association Dues after 90 days per §720.305(3) of the Florida Statutes.

PLEASE RETAIN THIS PORTION OF THE STATEMENT FOR YOUR RECORDS

-----  
TO ENSURE PROPER CREDIT, PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

## FINAL ASSOCIATION DUES NOTICE

Please make your check payable to: **HILLSIDE H.O.A.**  
AND Mail to:

HILLSIDE HOA  
C/O ASSOCIATION TREASURER  
PO BOX 1107  
MIDDLEBURG, FL 32050-1107

Lot No \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_

(Treasurer's Record)

DATE REC \_\_\_\_\_ AMT REC \_\_\_\_\_ DATE POSTED \_\_\_\_\_



# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## DUES AHEAD PLAN

**RESOLVE:** That a plan be developed to help our residents achieve a positive Association Dues balance by prepaying a portion of or all of a fiscal years assessment.

**PURPOSE:** To establish procedures and guidelines for the Associations "Dues Ahead" Plan.

**BACKGROUND:** According to the Articles of Incorporation, residents are sent an Association Dues Notice before December 15th, that the annual fee is due. Annual fees are due no later than February 15th of the calendar year to which they apply. Christmas and New Years can absorb lots of income, straining household budgets to the maximum limit. To help reduce the strain, homeowners would be allowed to pre-pay a portion of or all of the fiscal year fee during the current calendar year.

**QUALIFICATION:** Homeowners can only participate in this plan, if their current annual dues are up-to-date.

**ENROLLMENT:** Homeowners can obtain an application from the Treasurer. A check for a portion of or the entire amount must be submitted with the completed application.

**ENROLLMENT TERM:** Renews automatically, unless the homeowner(s) elects termination. Accounts that remain inactive for longer than two (2) year will self-close and require reapplying. If you terminate, you must wait a full year before reapplying and any money accumulated in your account shall be applied to the next fiscal years fee. No money shall be returned or distributed.

**REFUNDS:** Account will be prorated in the event the owners(s) decide to sell there home. A refund check shall be issued and sent to the address of the owner(s) choosing. It is the responsibility of the homeowner(s) to notify the Association Treasurer, if a refunds is due.

**AMOUNT:** Initial check amount can be nothing less than \$20.00 and nothing greater than \$180.00. After your account has been established, check amounts can be nothing less than \$15.00 and nothing more that \$540.00. All check amounts shall be rounded to the nearest tenth of a dollar, no uneven amounts will be accepted.

**RETURNED CHECK(S):** If the Homeowner(s) personal check is returned to the associations business account for insufficient funds, closed accounts, stop check, etc. You shall be disenrolled, account closed and immediately assessed a \$25.00 return check fee for each check returned. This fee is due immediately upon notification of a returned check(s). If you choose to discuss this situation with the Board, submit your request in writing to the Association Secretary. A hearing shall be scheduled within ten (10) business days from the date your letter is received.

**Dues Ahead Plan 2**

Listen: If you anticipate a return check, please notify the Association Treasurer. Closure action shall be suspended so the homeowner(s) can correct to situation. Any bank fees assess to the association shall be paid by the homeowner(s).

**ACKNOWLEDGMENT:** Make application to the Treasurer, he/she shall set-up an account and deposit your funds. Obtain a receipt from the Association Treasurer. If required, a letter from the Association Treasurer will be provided to the homeowner(s) acknowledging acceptance or rejection into the plan. The rejection letter shall state the reason(s) why your application was turned down. Please allow ten (10) business days to process your application form.

**ACCOUNTS:** If a written request is received, enrolled homeowners shall receive an itemized periodic statement. Any unpaid Association Dues must be paid in-full by December 15th of the calendar year to which they apply.

**ACCOUNT LIMITS:** Nothing greater than three years, however if dues were to increase the homeowner shall be responsible for paying the adjusted amount owed. A notification letter shall be sent to enrolled homeowner(s), if an adjustment is made.

**ATTESTATION:** All monies collected for the "Dues Ahead" Plan shall be deposited into the Homeowners Association' Business account. No portion of the money collected shall be used until the 1st day of the new fiscal year. The Treasurer, upon request shall make "Dues Ahead" account information available to enrolled homeowners ONLY.

**AUDITING:** Yearly audits shall be conducted by the treasurer or assistant treasurer, and one or more Board members. A Special Audit may be conducted at anytime.

**PLAN AMENDMENTS/REVIEW:** The "Dues Ahead" Plan shall be reviewed annually and/or amended when necessary, which ever occurs first.

**RESOLUTION:** Upon motion duly made, seconded, and unanimously carried, it was

RESOLVED, that the written document dated March 8, 2002 pertaining to the Associations "Dues Ahead" Plan be, and the same hereby is in all respects, approved for and on behalf of the Corporation; and further

RESOLVED, that a copy of each written document be annexed to the minutes of this meeting.

RESOLVED that the following officers of the Corporation be, and they hereby are, authorized to execute and deliver any and all instruments in connection with this document.

approved and executed this 13th day of September, in the year 2003

\_\_\_\_\_  
Jeffrey F. Tucker, Director

\_\_\_\_\_  
Ozro L. May, Secretary

\_\_\_\_\_  
Rodney O. Breher, President

Distribution: Association Files, By-Laws, Board Members, Residents, Welcoming/Hospitality Committee and History Records.

# HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC. DUES AHEAD APPLICATION

## Section One - Homeowner(s) Fill Out

Date: \_\_\_\_\_

1. Homeowners Name(s):  
(AS SHOWN ON DEED) \_\_\_\_\_  
\_\_\_\_\_
2. Address & Phone No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Homeowner(s) Signature: \_\_\_\_\_  
\_\_\_\_\_

-----  
Section Two - Treasurer Fills Out

4. Date Received: \_\_\_\_\_ 5. Amount Received: \_\_\_\_\_
- | 6. Verification                |  | Yes                      | No                       |
|--------------------------------|--|--------------------------|--------------------------|
| a. Enrollment Form Received?   |  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Names match Warranty Deed?  |  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Correct Address?            |  | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Dues Current?               |  | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Form Signed by Homeowner(s) |  | <input type="checkbox"/> | <input type="checkbox"/> |

Treasurer shall return to above Homeowner(s) if a, b, c, d or e is marked "NO" with a reason letter.

7. Date Enrollment: \_\_\_\_\_
8. Dues Ahead - Year(s): ☐ One ☐ Two ☐ Three
9. Treasurer's: \_\_\_\_\_  
Signature: \_\_\_\_\_

Make Check Payable to: **HILLSIDE HOA**  
(Your check your receipt, unless you request a written receipt)

Mail Your Completed Enrollment Form and Check to: **HILLSIDE HOMEOWNERS ASSOCIATION**  
C/O Association Treasurer  
Post Office Box 1107  
Middleburg, Florida 32050-1107

Copies to: ☐ Secretary ☐ Treasurer ☐ Association Files ☐ Homeowners

CLAIM OF LIEN

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME, the undersigned notary public, personally appeared \_\_\_\_\_, who first being duly sworn, deposes and states that he/she is the authorized agent and has the authorization from the Board of Directors of, HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., ("Association"/"Lienor"), a Florida not-for-profit corporation, whose address is P.O. Box 1107, Middleburg, Florida 32050-1107; to record this claim of lien as provided in the By-Laws and Declaration of Covenants and Restrictions, for Hillside Homeowners Association, as recorded in the public records of Clay County, Florida, together with all subsequent amendments thereto. Lienor is entitled receive payment from the owners of property within the Hillside Homeowners Association.

\_\_\_\_\_, or the successor (s) in title ("Owner") own property subject to such payments, more particularly described as: Lot \_\_\_\_\_, HILLSIDE, as per plat thereof, recorded in Plat Book 32, pages 70 through 73 of the public records of Clay County, Florida.

ASSOCIATION DUES AND/OR SPECIAL ASSESSMENTS OF \$ \_\_\_\_\_ PLUS THE COMBINED FEES, INTEREST AND LEGAL FEES FOR CALENDAR YEAR(S) \_\_\_\_\_ IN THE TOTAL SUM OF \$ \_\_\_\_\_

This CLAIM OF LIEN shall also secure all unpaid assessments, interest, collection and administrative fees, associated paralegal cost and attorney's fees, and if brought to trial, incurred court costs by the Association which are due and which may accrue subsequent to the date of this Claim of Lien. Said Owner by taking title to said property is subject to the Declaration which authorize the Association to lien the aforesaid property, and to foreclose the lien, if this claim is not satisfied and/or prior to entry of a final judgment of foreclosure.

The current owner(s) of which is (are):

\_\_\_\_\_  
(WITH A LAST KNOWN ADDRESS)

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.

BY:

\_\_\_\_\_  
(Its Agent)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ by \_\_\_\_\_ Its Agent for  
HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida not-for-profit corporation, on behalf of the corporation.

- ☐ Type ID Produced \_\_\_\_\_  
☐ Personally known to me & did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES:

Prepared By, Record & Return to:  
Hillside HOA Secretary  
PO Box 1107  
Middleburg, FL 32050-1107

ATTACHMENT (7)

# RELEASE OF CLAIM OF LIEN

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME, the undersigned notary public, personally appeared \_\_\_\_\_, who first being duly sworn, deposes and states that he/she is the authorized agent and has the authorization from the Board of Directors of, HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., ("Association"/Lienor"), a Florida not-for-profit corporation, whose address is P.O. Box 1107, Middleburg, Florida 32050-1107; says that the Claim of Lien against \_\_\_\_\_, recorded on \_\_\_\_\_ in the Public Records in and for Clay County, in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, applying to the property described as: \_\_\_\_\_ Lot \_\_\_\_\_, HILLSIDE, as per plat thereof, recorded in Plat Book 32; pages 70 through 73, of the public records of Clay County, Florida. Said Claim of Lien is hereby SATISFIED and DISCHARGED.

HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.

BY: \_\_\_\_\_  
(Its Agent)

STATE OF FLORIDA  
COUNTY OF CLAY

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ Its Agent for HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., a Florida not-for-profit corporation, on behalf of the corporation.

- ☐ Type ID Produced \_\_\_\_\_  
☐ Personally known to me & did (did not) take an oath.

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

Prepared By, Signed & Return To:  
Hillside HOA Secretary  
PO Box 1107  
Middleburg, FL 32050-1107

From:

(Property Owner(s))

(Property Address)

Middleburg, FL 32068

Phone No.:

Date:

To:

Hillside Homeowners Association  
 ARC - Chairperson  
 Post Office Box 1107  
 Middleburg, FL 32050-1107

Re: Application for an Outbuilding on Lot No.:

To the ARC Chairperson,

We, the Property Owner(s) desire to ( build / construct ) or ( improve / alter ) an out-building with the understanding that the following restrictions apply:

-----  
 (This information is required by Hillside's Governing Documents)

1. This request is for? ☐ New Out-Building ☐ Alteration to Out-Building
2. If constructing a new out-building, kindly provide the following:
- A. Length \_\_\_\_\_ Width \_\_\_\_\_
- B. Total Square Footage \_\_\_\_\_ (500 SqFt - Maximum allowed)
- C. Height of Side Walls \_\_\_\_\_ (8 Ft Sides - Maximum allowed)
- D. Roof Pitch \_\_\_\_\_ (5/12 Pitch Roof - Maximum Allowed)
- E. Overall Building Height \_\_\_\_\_ (12 Ft Height - Maximum Allowed)
- F. No Dirt Floors are allowed:

The Floor is made of: ☐ Wood ☐ Concrete

3. Types of Construction Material allowed by governing documents: (check all that apply)
- ☐ Good Wood / Stick ☐ Cement Board / Stick ☐ Brick / Block
- ☐ Stick / Brick ☐ Stick / Block ☐ Stick / Brick / Block

(Please continue filling out the remaining information on the back of this form)

From:

(Property Owner(s)) \_\_\_\_\_

4. Kindly attach the following information / data to this request for consideration by the Architectural Review Committee and the Hillside Board of Directors:

- |    |  |                                |
|----|--|--------------------------------|
| A. | Is a copy of the Survey / Plot Plan attached to this request?          | Check <input type="checkbox"/> |
| B. | Is the Location Identified / Marked on the Survey/Plot Plan?           | <input type="checkbox"/>       |
| C. | Number of Feet from all four (4) Lot Lines                             |                                |
|    | Front: _____ Back: _____   |                                |
|    | Left: _____ Right: _____   |                                |
| D. | Is a copy of the Drawing & Specification Sheet attached?               | <input type="checkbox"/>       |
| E. | Provide Sample of Roof Shingle<br>(Must Match the House)               | <input type="checkbox"/>       |
|    | Name of Roof Shingle Color: _____                                      |                                |
| F. | Provide Exterior Wall & Trim Color Sample(s)<br>(Must Match the House) | <input type="checkbox"/>       |
|    | Name of Colors: _____  |                                |

5. Will the out-building have any of the following:

- |                       |                              |                             |                                 |
|-----------------------|------------------------------|-----------------------------|---------------------------------|
| Electricity?          | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Fresh Water?          | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Sink and/or Toilet?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |
| Waste Water Disposal? | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Unsure |

6. Property Owner(s) using Contractors? ☐ Yes ☐ No ☐ Unsure  
If yes, provided the following:

- (a) Contractor's Name: \_\_\_\_\_
- (b) Phone Numbers: \_\_\_\_\_
- (c) License No.: \_\_\_\_\_
- (d) Bonded & Insurance: \_\_\_\_\_
- (e) Agent & Policy No.: \_\_\_\_\_

(Please continue filling out the remaining information on the back of this form)



From:

(Property Owner(s))

By signing this application the property owner(s) acknowledge and agree to the following terms:

Initials

- I   a. Request for an Out-Building shall be made in writing by the property owner(s). A copy of the final survey outlining the exact location, structures, style, materials, and day and evening phone numbers shall be attached and accompany this application request.
- I   b. No work shall commence until written approval from the Board of Directors has been received by the owner(s). Any construction/alteration commencing before approval of this application is approved not allowed and that, if any are made or done, I / We accept full responsibility for all costs incurred in the removal of disapproved construction/alterations, and for any and all legal fees incurred by the Hillside Homeowners Association, in such action.
- I   c. The building 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 1/2) from the side lot lines, however, any setback or building restriction lines (BRL) established on the Plat will supersede the above minimums. Setback or building restriction lines shall not be encroached.
- I   d. Approval is contingent upon harmony of external design with existing structures and all work being completed with quality materials and workmanship standards represented by the Association as a whole, and that any construction / alterations deemed substandard by the Association shall be promptly removed at my/our sole expense. Members of the Board or Management may request to inspect changes, both in progress, and upon completion.
- I   e. This request is subject to restrictions by the Declaration and Bylaws, and the review process provided in the Bylaws. Any variation from the original application must be resubmitted for approval. Any modification to the work approved under this application shall be resubmitted to the ARC; in the absence of which, approval of this application is automatically rescinded. A copy of this request shall be returned to the owners by the Board of Directors annotating approval or disapproval.
- I   f. I / We understand and agree, that I / We shall be solely liable for any claims, including without limitation, claims for property damage or personal injury, which result from the request. I / We hereby indemnify the Association and the management company, if employed from and against any and all such claims. Moreover, I / We accept full responsibility for all upkeep, repairs, and maintenance of said out-building / alteration.
- I   g. Please allow 4-6 weeks for your application to be processed by the ARC and Board of Directors. Once your application is received a receipt letter shall be mailed to your home of record. Property owner(s) shall receive a Final approval or disapproval letter from the Board of Directors.

Owner/Applicant Signature

Date: \_\_\_\_\_

Co-Owner/Applicant Signature of Owner

Date: \_\_\_\_\_

Please mail this application to:

- or -

Deliver to:

Hillside Homeowners Association  
ARC - Chairperson  
Post Office Box 1107  
Middleburg, FL 32050-1107

An Officer or Director who is currently  
on the Board of Directors for Hillside

FOR ASSOCIATION USE ONLY

RECEIVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE APPLICATION FORWARDED TO ARC: \_\_\_\_\_

(Please continue filling out the remaining information on the back of this form)



# *Hillside*

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

\_\_\_\_\_  
(Homeowner's Name & Address)

\_\_\_\_\_  
Date: \_\_\_\_\_

Subject: **Receipt Letter, Request to Build/Construct/Alter/Improve an Out-Building or Home on Lot \_\_\_\_\_; Parcel Number: \_\_\_\_\_**

Dear \_\_\_\_\_,

Your request to build/construct/alter/improve an out-building or home was received on \_\_\_\_\_ and will be turned over to the Architectural Review Committee (ARC) at the next scheduled Board Meeting for compliance and examination of all information and documents that were submitted.

Consideration by the ARC is based upon compliance with the Florida Statutes, County Ordinances, Provisions of the Declaration, Covenants & Restrictions and to ensure that construction plans meet those objectives. The decision is based on and shall include but not limited to:

- a. Building Specifications; Quality of Materials and Workmanship;
- b. Harmony of external design with surrounding structures;
- c. Effects of the improvements on the surrounding areas, with regard to existing homes, structures, community or common area property;
- d. Out-building elevation and drainage requirements with respect to lot requirements;
- e. If any ARC's design & construction standards are effect;
- f. Other factors, including aesthetic considerations which, in the sole opinion of the ARC, will affect the desirability or suitability of the construction; and
- g. Does it appeal to the majority of Neighbors

Sincerely,

Association Secretary

Copies to: ☐ ARC Chairperson ☐ President ☐ Association Records

ATTACHMENT (3)

# Stillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## ARCHITECTURAL REVIEW COMMITTEE CHECKLIST

Homeowners Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

1. Date on Homeowners request: \_\_\_\_\_

2. Date Received by Association: \_\_\_\_\_

3. Receipt Letter Sent: ☐ No ☐ Yes Date Sent: \_\_\_\_\_

-----  
(Information Required Per the Covenants & Restrictions)

4. Review information - Is it complete? ☐ No ☐ Yes ☐ Partial

A. Survey/Plot Plan provided? ☐ No ☐ Yes

B. Was Location noted/selected? ☐ No ☐ Yes

Any Encroachment Conflicts? ☐ No ☐ Yes ☐ Unsure

No. Feet from all four (4) Lot Lines

Front: \_\_\_\_\_ Back: \_\_\_\_\_

Left: \_\_\_\_\_ Right: \_\_\_\_\_

C. Was Specifications provided? ☐ No ☐ Yes

D. Professionally Drawn or Designed? ☐ No ☐ Yes ☐ Unsure

E. Was Materials Listed provided? ☐ No ☐ Yes

F. Roof Shingle Sample provided? ☐ No ☐ Yes

Name of Roof Shingle Color: \_\_\_\_\_

Does it Match? ☐ No ☐ Yes ☐ Unsure

G. Exterior Wall Color Sample provided? ☐ No ☐ Yes

Paint & Trim Colors Name: \_\_\_\_\_

Does it Match? ☐ No ☐ Yes ☐ Unsure

### Leading Particulars, Specifications, Materials & Other Factors

(Review / Research / Evaluation by ARC of All Information & Data Available)

5. This request is for? ☐ New Out-Building ☐ Alteration
- A. Alteration is for? ☐ Home ☐ Out-Building ☐ Unsure
6. Type Foundation: ☐ Monolithic ☐ Block ☐ Reinforced Concrete ☐ - NA -
7. Type Construction: ☐ Unsure ☐ Hardie Board ☐ Wood ☐ Brick / Block  
☐ Stick / Brick ☐ Stick / Block ☐ Stick / Brick / Block
8. Plans Reviewed by Clay County Planning/Zoning? ☐ No ☐ Yes ☐ Unsure
9. Compliance Stamp & Signature on Plans? ☐ No ☐ Yes ☐ Unsure
10. If Constructing/Altering an Out-Building, provide the following:
- A. Provide Square Footage? \_\_\_\_\_ (Maximum of 600 square feet)
- B. Provide the Length \_\_\_\_\_ Width \_\_\_\_\_ ☐ Unknown
- C. Height of Side Walls \_\_\_\_\_ (Maximum of 8' Sidewalls) ☐ Unknown
- D. Floor Composition is? ☐ Wood ☐ Concrete ☐ Unknown
- E. Roof Pitch \_\_\_\_\_ (Maximum of 5/12 Pitch) ☐ Unknown
- F. Overall Building Height (Walls & Roof) \_\_\_\_\_ ☐ Unknown
11. Wall Coating: Name of Paint Color: \_\_\_\_\_  
 Name of Trim Color: \_\_\_\_\_  
 Name of Bricks: \_\_\_\_\_  
 Name of Stucco: \_\_\_\_\_  
 Name of Conquino: \_\_\_\_\_
12. Will the Out-Building or Alteration have:
- |                       |                             |                              |                                 |
|-----------------------|-----------------------------|------------------------------|---------------------------------|
| Electricity?          | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Unsure |
| Fresh Water?          | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Unsure |
| Sink and/or Toilet?   | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Unsure |
| Waste Water Disposal? | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Unsure |
13. Will the Homeowner be using Contractors? ☐ No ☐ Yes ☐ Unsure

A. If yes, provided the following:

(1) Contractor's Name: \_\_\_\_\_

(2) Phone Numbers: \_\_\_\_\_

(3) License No.: \_\_\_\_\_

14. Will lead Contractor(s) be using any Sub-Contractor(s)?

☐ No ☐ Yes ☐ Unsure

A. If yes, provided the following:

(1) Sub-Contractor's Name: \_\_\_\_\_

(2) Phone Numbers: \_\_\_\_\_

(3) License No.: \_\_\_\_\_

(\* If necessary attach additional Contractor and/or Sub-contractor information)

### Important Factors Not Identified

15. Will this Out-Building or Alteration cause any Elevation and/or Property Drainage Conflicts?

☐ No ☐ Yes ☐ Unsure

A. If yes or unsure, was the Land Development Engineer at Clay County's Department of Engineering Consulted?

☐ No ☐ Yes ☐ Unsure

B. If the Clay County's Department of Engineering was consulted, provide the Land Development Engineer's:

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

C. Was a Letter of Conclusions and/or Findings provided to the Homeowners?

☐ No ☐ Yes ☐ Unsure

D. Was a copy of this Letter provided to the ARC?

☐ No ☐ Yes ☐ Unsure

16. Will the above cause any Wet Land Conflicts? ☐ No ☐ Yes ☐ Unsure

# ARC CHECKLIST 4

- A. If yes or unsure, was the St John's River Water Management Districts, Regulatory Scientist consulted?
- ☐ No ☐ Yes ☐ Unsure

- B. If the St John's River Water Management Districts, Regulatory Scientist was consulted, provide the Regulatory Scientist's:

Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

- C. Was a Letter of Conclusions and/or Findings provided to the Homeowners?
- ☐ No ☐ Yes ☐ Unsure

- D. Was a copy of this Letter provided to the ARC?
- ☐ No ☐ Yes ☐ Unsure

## Opinion & Conclusion of Review Committee

17. Does the Out-Building and/or Alteration request meet the specifications in the Hillside Declaration and/or Covenants and Restrictions?
- ☐ No ☐ Yes ☐ Unsure
18. Does the Out-Building and/or Alteration request meet the Quality of Materials/Workmanship Standards?
- ☐ No ☐ Yes ☐ Unsure
19. In the ARC's opinion, will this Out-Building and/or Alteration:
- A. provide harmony with surrounding structures, homes, community property, common areas, etc?
- ☐ No ☐ Yes ☐ Unsure
- B. appeal to the majority of neighbors?
- ☐ No ☐ Yes ☐ Unsure
- C. be awkward in the location, making aesthetic affect look undesirable or unsuitable?
- ☐ No ☐ Yes ☐ Unsure
- D. bring appreciative value to surrounding homes and to the community in general or at-large?
- ☐ No ☐ Yes ☐ Unsure

20. Provide the Names of the Community Members who were Selected & Served for this ARC.

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21. Approve this request when it meets all the requirements stipulated in the Hillside Declaration, Covenants & Restrictions.
22. Disapprove this request and forward to the Board of Directors, when it doesn't meet all the requirements stipulated in the Hillside Declaration, Covenants & Restrictions.
23. Reject this request when items are missing or needed, information is not provided, it doesn't meet all the requirements stipulated in the Hillside Declaration, Covenants & Restrictions.

24. Request is: ☐ Approved ☐ Disapproved - Submit to Board of Directors  
☐ Rejected, the following items are missing/needed. Please provide and resubmit to ARC:

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25. ARC Chairperson's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

26. If the ARC is unable to approve this request, please provide a brief statement of justification, what is wrong and why? Submit all information and this Checklist to the Board of Directors.

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**Board of Directors Review & Decision**  
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27. Date Received by Board of Directors: \_\_\_\_\_

28. The Architectural Review Committee (ARC) in the performance of its duties has obtained, acquired and contacted the necessary services, advice or opinions in informational forms from Professional Organizations, such as consulting architects, landscape architects, urban designers and inspectors; County Representatives, Managers and Engineers without any limitations or infringements; and further provides this

29. No Representation Clause. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Out-Building, Alteration and/or other improvement built/constructed in accordance therewith, will be built to applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Association nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Section, nor any defects in construction undertaken pursuant to such plans and specifications.

30. The Secretary for Board of Directors has read to all members present this ARC Checklist :

Number of Board Members present at this Business Meeting: \_\_\_\_\_

Motion was entered by: \_\_\_\_\_

Motion to:

☐ APPROVE

☐ DISAPPROVE

Seconded by: \_\_\_\_\_

Members Vote: FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

31. A motion was duly entered and seconded. The members have voted in favor of

☐ APPROVAL

☐ DISAPPROVAL

32. Recorded in the minutes of this business meeting:

\_\_\_\_\_  
Association Secretary

Date: \_\_\_\_\_

\_\_\_\_\_  
Association President

Date: \_\_\_\_\_

☐ Advisement Letter sent to Homeowner

☐ This request shall be retained in Association Records for \_\_\_\_\_ years.

# Hillside

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

\_\_\_\_\_  
(Homeowners Name & Address)

\_\_\_\_\_  
Date: \_\_\_\_\_

Subject: Approval Letter; Request to Build/Construct/Alter/Improve an Out-Building or  
Home on Lot \_\_\_\_\_; Parcel Number: \_\_\_\_\_

Dear \_\_\_\_\_,

Your request for an out-building or alteration is approved. The Architectural Review Committee (ARC) has examined all information and documents that were submitted and found them in compliance with the specifications set forth by the Board and approved by the Association Members.

This approval is for the sole purpose of building, constructing, altering, or improving an out-building or home. The ARC has grand-fathered and/or released your Lot from the Hillside Covenants & Restrictions dated April 16, 1999 as recorded in the Clerk of Court for Clay County Book 1787, Pages 0260 through 0266. The Homeowner should have this letter recorded with Clerk of Court.

Additionally, the Homeowner must obtain and comply with any and all permits required by the Plan & Zoning Department for Clay County. If this out-building requires alteration, is damaged/destroyed or dilapidated beyond repair, removed from the property, or you wish to have it replaced, you must reapply and receive another approval from the ARC. Please ensure any and all easements, set-back requirements and building restriction line (B-R-L) are complied with on said Plat prior to commencing work.

Sincerely,

ARC Chairperson

Copies to: ☐ Secretary ☐ President ☐ ARC File

ATTACHMENT (11)



# Stillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## Covenants & Restrictions Violation Report

Homeowner(s) / Name(s) of Violators: \_\_\_\_\_

Address / Location of Violation(s): \_\_\_\_\_

Description of Violation(s): \_\_\_\_\_

(Continue on Back of Form)

Covenants & Restrictions Page No: \_\_\_\_\_ Line No: \_\_\_\_\_

(Kindly Mail or Deliver to any Board Member this Violation Report)

Print Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Sign Your Name: \_\_\_\_\_

### BOARDS CURATIVE ACTION

Date Received \_\_\_\_\_

Notification Letter ( ) 1<sup>st</sup> ( ) 2<sup>nd</sup> ( ) 3<sup>rd</sup> ( ) Hearing ( ) Legal

Signature of President or Agent

Signature of Assigned Director / Committee Member

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## Covenants & Restrictions / By-Laws Change Form

Print Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_

Sign Your Name: \_\_\_\_\_

-----  
(Kindly Mail or Deliver to any Board Member this Change Form)

Covenants & Restrictions / By-Laws    (   )   Addition   (   )   Change   (   )   Deletion

Covenants & Restrictions / By-Laws    Page No \_\_\_\_\_ Line No \_\_\_\_\_

1. Copy as it is written \_\_\_\_\_

\_\_\_\_\_  
(Continue on Back of Form)

2. Addition / Change it to read as \_\_\_\_\_

\_\_\_\_\_  
(Continue on Back of Form)

3. Reason for the Addition / Change / Deletion \_\_\_\_\_

\_\_\_\_\_  
(Continue on Back of Form)

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**BOARDS / COMMUNITY ACTION**

Date Received \_\_\_\_\_

1. Board Concurrence Add/Change/Delete Required    (   )   Yes   (   )   No   (   )   Unsure

Legal Advisement Necessary    (   )   Yes   (   )   No

2. Vote by Members in Good Standing FOR \_\_\_\_\_ AGAINST \_\_\_\_\_ PCT \_\_\_\_\_

\_\_\_\_\_  
Signature of President or Agent

\_\_\_\_\_  
Signature of Assigned Director / Committee Member

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## DISCLOSURE SUMMARY FOR HILLSIDE COMMUNITY A REQUISITE PER §689.26 OF THE FLORIDA STATUTES

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF THE HOMEOWNERS ASSOCIATION.
2. THERE HAVE BEEN RECORDED COVENANTS AND RESTRICTIONS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU WILL BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
4. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
5. THERE IS NOT AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION (if such obligation exists, then the amount of the current obligation shall be set forth)
6. THE COVENANTS AND RESTRICTIONS CAN NOT BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR, IF NO MANDATORY ASSOCIATION EXISTS, PARCEL OWNERS.
7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS & RESTRICTIONS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
8. THESE DOCUMENTS ARE MATERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED.
9. THE HOMEOWNER SHALL PROVIDE A COPY OF THIS DISCLOSURE SUMMARY SIGNED BY THE PROSPECTIVE PURCHASER TO THE ASSOCIATIONS' SECRETARY FOR FILE.

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_

The disclosure must be supplied by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent, language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

# Hillside

Homeowners Association of Clay County, Inc.

Post Office Box 1107, Middleburg, Florida 32050-1107

## MORTGAGE CERTIFICATE

DATE: \_\_\_\_\_

1. HILLSIDE SUBDIVISION LOT: \_\_\_\_\_

LEGAL ADDRESS: \_\_\_\_\_

2. HILLSIDE HOMEOWNERS ASSOCIATION is providing the following account information:

SELLERS NAME(s): \_\_\_\_\_

BUYERS NAME(s): \_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_

CURRENT HOA DUES RATE: \_\_\_\_\_

HOA DUES REMITTED: ANNUALLY

NEXT HOA PAYMENT DUE: \_\_\_\_\_

HOA SPECIAL ASSESSMENTS: \_\_\_\_\_

ACTIVE LIENS ON TITLE: \_\_\_\_\_

ACCOUNT STANDING: \_\_\_\_\_

ADDRESS TO FORWARD HOA PAYMENT:

HILLSIDE HOA  
Attn: Association Treasurer  
Post Office Box 1107  
Middleburg, FL 32050-1107

2. If applicable, kindly advise the new Homeowners that Hillside is a Deed Restricted Community with Covenants, Restrictions & Easements. Additionally, please forward a copy of the Corporate Warranty Deed to the above address.

3. If I can be of any further assistance in this matter, please contact me at the above address or cell phone/telephone number: \_\_\_\_\_

Sincerely,