

Hillside

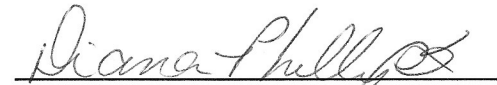
Homeowners Association of Clay County, Inc.
Post Office Box 1107, Middleburg, Florida 32050-1107

ASSOCIATION BY-LAWS

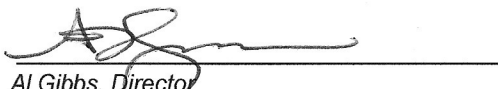
IN WITNESS WHEREOF, we, being all the Directors of the
HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC.,
have hereunto set our hands this 11th day of June, 2018.


Steven Markwith, President



Kim Gibbs Vice-President


Diana Philips, Secretary


Thelton Cox, Sr., Director

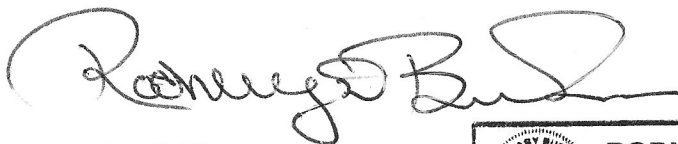

Al Gibbs, Director


Debbie Cox, Director


Linda Moon, Director

BEFORE ME, the undersigned authority, personally appeared the above individuals. WHO, being first duly cautioned and sworn, acknowledge that they being the Board of Director for HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY, INC., and having the vested powers according to the Articles of Incorporation, executed these By-Laws, Freely and Voluntarily this 11TH day of JUNE, 2018.

WITNESS my hand and official seal this 11TH day of JUNE, 2018.



Notary Public
My commission expires

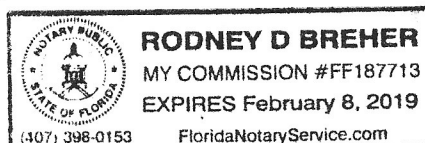


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Association By-Laws

ARTICLE ONE - IDENTITY

(a) **Name & Location** The name of the corporation is HILLSIDE HOMEOWNERS ASSOCIATION OF CLAY COUNTY INC., hereinafter referred to as the "Association or HOA". The principle office of the corporation shall be located at 1648 Sedgwick Drive, Middleburg, Florida 32068-3861 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

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

HILLSIDE HOA

PO BOX 1107

MIDDLEBURG, FL 32050-1107

(1) This address shall appear on the Corporate Letter Head in the Long Address Format.

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

(A) The Treasurer shall budget and provide the necessary funds;

(B) The lease/rental shall be renewed by the due date;

(C) The Lease/Rental agreement shall be yearly, unless the Board of Directors determines otherwise;

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

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

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 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

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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, with the exception of the corporation itself, may be a Registered Agent as long as it has a Florida street address and has signed accepting 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 certain 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 mean and refer to any plot or land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7 “Declaration” shall mean and 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 mean and 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, any and all duly adopted and recorded amendments, supplements, and exhibits thereto.

ARTICLE THREE - MEETING OF MEMBERS

Section 1 **Annual Meetings.** Annual Meetings of the Members shall be held every January, 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 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.** Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by

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mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Attachment (1) is a sample "Meeting Notification Letter" to the community.

Section 4 **Quorum.** The presence at the meeting of Members entitled to cast or of Proxies entitled to cast Fifty One (51%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be Members or Proxies entitled to cause one third of all votes of Membership. No such 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 its members. His/Her vote shall be cast only in tie-breaking situation, however his/her vote shall only be cast after a thorough review all facts, information and data.

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

Kindly Take Note: When the Association is voting on one or multiple items, it's advisable to write on the backside of the Proxy Letter how your vote shall be cast, such as FOR, AGAINST, ABSTAIN, ALL FOR EXCEPT, etc.

ARTICLE FOUR - BOARD OF DIRECTORS

Section 1 **Number.** The affairs of this Association shall be managed by a minimum of Four (4) Board of Directors.

Section 2 **Term of Office.** **All Directors shall serve for a term of 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 the performance of his/her duties.

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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 and shall be recorded into the minutes of the next Board of Directors meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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 same rights as any members and must follow same procedural protocol.

ARTICLE FIVE - NOMINATION & ELECTION OF DIRECTORS

Section 1 **Nomination.** Nominations for election to the Board of directors shall be made by the HILLSIDE HOA Members. 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 largest number of votes shall be elected. Cumulative voting is not permitted.

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.

Section 3 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board. The tie- breaker vote shall be cast by the person who is chairing the meeting and recorded 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 for the purpose of completing a specific task or agenda. A Board Workshop with a majority of the number of Directors present shall constitute a quorum and the Senior Member shall take notes, if the Association Secretary is not available for inclusion into 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:

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- (a) adopt and publish rules & regulations governing the use of the Common Area and Facilities, and the personal conduct of the Members and Their Guest using such Common Area and Facilities, and to establish penalties for infraction thereto;
- (b) suspend the voting rights and the rights to the use of Facilities of a Member 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, for a period not to exceed sixty (60) days for infractions of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) 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 of Directors; and
- (e) employ a manager, an independent contractor, or such other employees, as they deem necessary to accomplish the proper business of the Association and to prescribe the duties of such independent contractor 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 thereto 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) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot 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 are not paid within sixty (60) days after 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
 - (4) notify every Owner at least ninety (90) days in advance before imposing and collecting special assessments;
- (d) 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. A

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reasonable charge may be made by the Board for the issuance of these Certificates. The certificate issued shall be conclusive evidence of such assessment amount due;

- (e) procure and maintain adequate Liability & Hazard Insurance on property owned by the Association;
- (f) cause all Officers or Employees having Fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained

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 from time to time, 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 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, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 Vacancies. A vacancy in any office may be filled by appointment 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. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

Section 7 Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any other office except in the case of special offices created pursuant to Section 4 of this Article. The office of the President and Vice President shall not be held by the same person, nor shall the office of

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the President and Secretary or Assistant Secretary be held by the same person. Provided, however, that a person holding another office (other than secretary or treasurer) may also serve as secretary or treasurer.

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

PRESIDENT

The president shall

- (a) 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.
- (b) or his/her incumbent shall not vote on any matters before its members. His/Her vote shall be cast only in tie-breaking situation, however his/her vote shall only be cast after a thorough review all facts, information and data.
- (c) be the Registered Agent for the Hillside Homeowners Association of Clay County, Inc., unless a Bonafide 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 Registered Agents of Corporations.
- (d) 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 and stead 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 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.

TREASURER

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The treasurer shall maintain the financial and accounting records of the association. Fiscal records shall be kept according to good 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 annual meeting, and deliver a copy of each to the Members.

ARTICLE NINE - BOOKS & RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Association Member. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be obtained. With regard to the Freedom of Information Act; Association documents, records, information and data held by the Association will be made available to Association Member as long as it doesn't breach Privacy Act of 1974 or the Attorney-Client privilege.

Section 1 *Secretarial Books & Records.*

(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 for each director present at a board meeting must be recorded in the minutes.

(b) **OFFICIAL RECORDS:** Per §720.303(4) of the Florida Statute, the Association shall maintain each of the following items, when applicable, 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 original By-Laws of the Association and of each subsequent amendment to the By-Laws.

(3) A copy of the original Articles of Incorporation of the Association and of each subsequent amendment thereto.

(4) A copy of the original Declaration of Covenants & Restrictions and a copy of each subsequent 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

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members, which minutes must be retained for at least 7 years.

(7) A current roster of all members and their mailing addresses and parcel identifications.

(8) All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(9) A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the association has any obligation or responsibility. Bids received by the association for work to be performed must also be considered official records and must be kept for a period of 1 year.

Section 2 *Treasurers Books & Records.*

(a) **FINANCIAL & ACCOUNTING RECORDS.** Per §720.303(4)j of the Florida Statutes, all fiscal documentation must be maintained for a period of 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 paper receipt(s) to acknowledge acceptance money when required;
- (5) Any other records that identify, measure, record or communicate financial information.

(b) **BUDGET.** The Treasurer shall prepare annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges. 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 set forth in subsection (3).

(c) **FINANCIAL REPORTING.** The Treasurer shall prepare an annual financial report within 60 days after the close of the fiscal year. The association shall, within the

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time limits set forth in subsection (3), provide each member with a copy of the annual financial report or a written notice 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, cash basis, which report must show:
 - (A) The amount of receipts and expenditures by classification; and
 - (B) The beginning and ending cash balances of the association.

(d) **FISCAL YEAR.** Shall be the calendar year for the Association. 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 & records available for open inspection and photocopying by members or their authorized agents at reasonable times & places within 10 business days after receipt of a written request for access. Documents & Records shall be audited when deemed necessary.

(b) The President or his/her representative shall cause an annual audit of the Association books to be made 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 same signed by two-thirds (2/3) of the Owners of the platted Lots existing on the date of such petition.

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

ARTICLE TEN - DUES & ASSESSMENTS

Section 1 Association Dues.

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- (a) **INITIAL DUES.** The initial fee is One Hundred Eighty Dollars (\$180.00) per year.
- (b) **INCREASES IN DUES.** The Board of Directors may increase the annual fee to be paid by each Association Member. However no such increase shall be greater 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 February 15th 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 December 15th the annual fee is due. Attachment (4) will be used as the "Association Dues Notice" in the community.
- (e) **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 Second (2nd) or Final Notice; Attachment (5) will be used as the "Final Association Dues Notice" in the community.
 - (2) May impose a Twenty-Five (\$25.00) 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 §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 pre-paying a portion of or all of a fiscal years' assessment. The Plan shall be administered by the Association Treasurer according to 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) Lighting, improvement and beautification of access ways, and easement areas and in addition thereto the maintenance of the common area;
 - (3) Maintenance, improvement and operation of drainage easements and

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systems;

- (4) Maintenance, improvement and beautification of parks, lakes, ponds and buffer areas.
- (5) Doing any other thing necessary to desirable, in the judgment of said association, to keep said lands neat and attractive or to preserve or enhance the value of the properties therein.

(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 is obligated to pay the Association the special assessment.

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

(a) Authority to collect Association Dues is contained in §720.301(7) and §720.301(9)(b)2 of the Florida Statutes; Hillside Homeowners Association of Clay County, Inc. Articles of Incorporation Page 2, Article 4, Line 3 & 8; Covenants & Restrictions of Hillside Page 6, Line 27. Accordingly, each member is obligated to pay the Association, annual and/or special assessments. Any assessments, which are not paid when due, shall be delinquent. The Association shall have the right to place a lien, subject to any prior encumbrance, on any lot or lots for non-payment of dues or assessments after thirty (30) days from the date they are due; or

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

(c) In the event litigation has becomes necessary to enforce collection of assessments, the prevailing party shall be entitled to reasonable attorneys fees, paraprofessional fees, and court cost at pretrial, trial and all appellate levels. Computation of Attorneys' Fees may be done according to Civil Practice & Procedures, §57.104 of the Florida Statutes.

Section 5 Property Liens.

(a) The Florida Statute provides relief to Homeowners Associations' in the collection of assessments and dues. According to the Statute, a **Claim of Lien** can be place on your property for Non-Payment. Attachment (7) is the standard "Claim of Lien" Form in use by most Attorney's.

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(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, court cost 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 in use by most Attorneys.

ARTICLE ELEVEN - COMMITTEES

Section 1 Architectural Review Committee (ARC).

(a) **Homeowners Responsibilities.** Shall submit to the ARC a formal letter requesting consideration to build, improve and/or alter an out-building and/or house. Additional information required by the ARC shall include and not 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) survey or plot plan showing the proposed location of the out-building, 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 service, there addresses, phone numbers and, if they're bond, insured and have sufficient workman compensation;
- (6) provide a sample of Exterior Wall & Trim colors, and roofing shingles that MATCH the house as close 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 Owner marked "Approved" or "Disapproved".
- (9) only when approval is given by the Association can the construction of the improvements applied for commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions provided by

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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) month or approval must once again be obtained from the ARC as provided herein.
- (12) The construction and/or alteration process must progress diligently, and shall be completed within one (1) year from commencement date or building permit issuance unless the ARC & County (Planning & Zoning) has allowed an extension of time.
- (13) The Lot/Homeowner shall provide the ARC with a copy of extension given by Clay County - Planning & Zonings 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 Ordnaances, 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:

- (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) Elevation & Drainage requirements with respect to County Approved Plan Unit Development for Hillside. (Master Elevation & Drainage Plan for Hillside)
- (E) 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;
- (F) Does it appeal to the majority of Neighbors; and

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- (G) 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 a thorough review of 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 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 "Receipt Letter" that may be used by the ARC or Board of Directors.
 - (4) Attach the ARC Checklist to the Homeowners information and commence verification of information/data submitted. Attachment (10) is the "ARC Checklist" that will be 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. Rejection Letter is part of ARC Checklist.
 - (7) Call a meeting of the committee when deemed necessary or appropriate;
 - (8) Navigate the ARC to meet its agenda and objectives;

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- (9) Cast the tie-breaking vote;
 - (10) Receive final approval from the Board of Directors. Approval is part of ARC Checklist.
 - (11) Provide 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 resource to meet requirements and/or objectives;
 - (13) Supervise & Monitor Community Upgrades, Improvement and Repair projects;
 - (14) Coordinate ARC efforts with Members of the Board and Association
- (e) **Notification.** The Chairperson shall contact the committee members by available means. 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 utilizing the "ARC Checklist" and vote accordingly.
- (g) **Community Hearing.** The Lot/Homeowner may request appeal of the ARC Committee's and/or Board of Directors decision, and request a Community Hearing. The Lot/ Homeowner(s) shall send by US Mail his/her written request to the President via the Associations 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.
- (1) The President shall upon receipt, call a Board of Directors meeting;
 - (2) Thoroughly review the facts of the ARC Committee's findings;
 - (3) Cause a Board of Directors vote; either For or Against this hearing; or
 - (4) Schedule a special community meeting according to these By-Laws;
 - (5) 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 minor or insubstantial violation). The LOT Owner shall receive a Release Letter from the Association with the President's Signature, Witnessed and Signed by the Secretary and

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One other Lot Owner to authenticate the ASSOCIATIONS Approval. It's the responsibility of the Lot Owner to have this Letter Record at the Clerk of the Court for Clay County. 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 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, or any defects in construction undertaken pursuant 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
- (C) working with the Clay County Sheriff's office on an ongoing basis.

(2) The Neighborhood Crime Watch program provides a means of reducing the opportunity for crime to occur, through the active participation in a series of crime prevention workshops, conducted 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; 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 which not only helps ensure more effective law enforcement and crime prevention, but makes the neighborhood and community a better and safer place to live.

(b) Committee Numbers & Quorum. The Committee shall consist of five (5) or

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more, but not less than three (3) members to constitute a quorum and conduct business.

- (1) The Chairperson;
- (2) Block Captains; and
- (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 resource to meet requirements and/or objectives;
- (5) Explain the concepts of Neighborhood Crime Watch to Hillside residents;
- (6) Obtain Block Captains in the neighborhood and set up a file with their names, addresses, and telephone numbers at work and at home;
- (7) Keep the Community Roster updated, especially phone numbers;
- (8) Provide Community Members & Block Captains with an updated roster;
- (9) Serve as liaison between Neighborhood Crime Watch group and the Crime Prevention Deputy assigned to the program.
- (10) Keep master list of all participants in the Neighborhood Crime Watch program;
- (11) Assist in the development of any program that would be beneficial to 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

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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 when necessary to disseminate information. During the meetings the committee shall review and update Community Roster & Phone Numbers.

(f) **Block Captains.**

- (1) The Block Captain is responsible for one block, or similar 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 channeled through them from local law enforcement to the citizens on crime prevention matters.
- (4) Compile a list of participating Crime Watch members on their block;
- (5) Serve as liaison between 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;
- (8) Welcome new neighbors to the community and encourage them to join the Neighborhood Watch Program;
- (9) Relay information on community problem/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.

(g) **National Night-Out.** This event is Federally Sponsored and held yearly or when called by the local sheriff's department. Notification is also specified in the Local Paper. The Community may assemble or gather at cul-de-sac (Selig, Sereno or Sedgwick) selected by the Chairperson. Different cul-de-sac's shall be used and rotated accordingly. The Chairperson is the liaison between the Sheriff's Department and Community Members.

Section 3 *Pond Assessment Committee.*

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(a) **Committee Duties & Responsibilities.** Responsibilities of this committee; to assess and report the overall condition of Hillside's Retention & Detention Ponds that can effect how the Stormwater Management & Collection System operates with the community. The committee shall establish standards for embankment erosion/condition, water monitoring, algae and cat-tail grass growth rate. Committee shall advise the Board of Directors and Community Residents about Retention/Detention Ponds' overall condition.

(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) 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 procedure 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 resource to meet requirements and/or objectives;
- (8) Supervise & Monitor Pond Upgrades, Improvement and Repair projects;
- (9) Coordinate PAC efforts with the St. Johns River Water Management Districts, regulatory Scientist, Members of the Board and Association;

(d) **Meetings & Notification.**

- (1) Meetings shall be called by the Chairperson when deemed necessary; and
- (2) Notification shall be done via most effect 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 provide to the Chairperson.

(f) **Regulatory Scientist.**

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(1) The Storm Water Retention & Detention Ponds come under the operational control and management of the St. Johns River Water Management District. The Regulatory Scientist shall be consult/notified when

- (A) inspection is needed and 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 serious damage and a repair opinion are needed
- (D) seeks guidance 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 in the form of setup/takedown of tables and chairs, refreshments and snack/condiments.
- (b) **WAYS & MEANS.** This committee when active finds alternate ways or methods to obtain items and/or things needed for our community without having the Association to Fund it. 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. Examples: Additional Light Poles, Trees & Plants, Front Entrance Beautification, etc.
- (c) **COUNTY LINKPIN.** This individual or committee would attend Clay County and School Board meetings. Member(s) would gather the various information about Clay County Case Studies in effect, to include Economic Base, Existing Land-Use, Recreational and Community Facilities, and any thoroughfare studies, Planning and Zoning submissions/changes, Planned Unit Development (PUD) proposals to include Subdivision Plat and Site Plan approvals. Variances for surrounding property, old/new Clay County Ordinances that affect our community. Member(s) would introduce this important data and information to the Board of Directors and Residents of Hillside Community.

ARTICLE TWELVE - CORPORATE SEAL & IDENTIFICATION

Section 1 **Corporate - Seal.**

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

HILLSDALE 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 "Its Secretary"
- (d) Stamp Impression: Authenticated by:

Its Secretary

Section 2 **Corporation - Official Letter Head.**

The paper specifications for the Corporate Letter Head shall be “Permanized Plover Bond 25% Cotton” and shall bear the following Corporate Marking:

Stillside

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 done 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 changes, amendments or modifications 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 every May for accuracy and validity, or when an Add, Change or Deletion request is received by the Association Secretary or Board Member.

Upon receipt the

(1) President shall within thirty (30) days, convene the Board of Directors to 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 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 Associations Official Records.

Section 4 *Association By-Laws.*

(a) Minor changes to these By-Laws may be done at a regular or special meeting of the Members by approval of 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 an Add, Change or Delete request is received by the Association Secretary or Board Member. Upon receipt and notification the:

(1) President shall within sixty (60) days, convene the Board of Directors to study the cause 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 a two-thirds (2/3) vote of the property owners attending a meeting. One vote per Lot. The amended Association

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By-Laws may be recorded with 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 Associations Official Records.

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

Section 5 *Miscellaneous Documents.*

(a) **Dues Ahead Plan.** shall be reviewed annually or when changes/modifications are deemed necessary.

(b) **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/modification are deemed necessary per Florida Statute.

(d) **Insurance & Fidelity Bonds.** shall be reviewed annually or one month prior to 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 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 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.

(2) Each contract entered into for the sale of property governed by Covenants &

(3) Restrictions subject to disclosure required by the Florida Statute, must contain in conspicuous type a clause that state:

"IF THE DISCLOSURE SUMMARY REQUIRED BY §689.26, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE

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EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY 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 PRIOR TO 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 section of the Florida Statutes is voidable at the option of the purchaser prior to closing.

Section 2 Mortgage Certificate.

(a) The Mortgage Certificate provides the necessary documentation that Association Dues 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.

(b) Prior to 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 may be utilized by the Treasurer or Agent for this purpose.

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

(a) **Security System.** Prior to 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 that is the subject of 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 written demand upon the alarm user that such alarm system be inspected by an alarm system contractor for the purpose of diagnosing the cause of the false alarms and implementing 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 prior to commencing any Lot, Home or Property Improvements. Permits are needed for installing an irrigations system, extending driveways, installing electrical, swimming pools, etc. Just about any improvements' being done requires a permit.

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Section 5 *Neighborhood Solicitation.* Solicitation will occur in our neighborhood, however the County Ordinance was changed in July 2003. Homeowner Association can no longer place the "No Solicitation" signs at the entranceway to their Communities or Subdivision. The individual Homeowner must place a "No Solicitation" sign in a conspicuous area on their property. This sign cannot be attached to the mailbox; however, it should be placed where it can be easily cited by solicitors. Refer to Clay County Ordinances for more details.

Section 6 *Board of Directors Turnover.* Outgoing and incoming Officers, Directors and Committee Chairpersons shall meet at the first Board of Directors meeting held after the Election. During this meeting all Documents and Records, Stamps & Seals, Keys & Locks, etc. shall be turned over. In addition all appropriate and required Certifications, Designations and other necessary paperwork shall be filled out and signed.

Section 7 *Employment.* As deemed necessary by the Board of Directors, employ a manager, an independent contractor, or such other employees, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

Section 8 *Insurance & Fidelity Bonds.* The Association shall obtain and maintain adequate insurance of fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or management agent at anyone time. As used in this paragraph section, the term "persons who control or disburse funds of the association" includes, but are not limited to, mean those individuals authorized to sign checks, and the president, vice president, secretary, and treasurer of the association.

(a) Association shall bear the cost of bonding and insurance.

(b) Coverage & Deductible amounts shall be reviewed by the Board of Directors annually or one (1) month prior to Binder/Voucher renewal.

Section 9 *Remedy by Law & Severability.* If any By-Law, Covenant or 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 upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

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(a) Community Violations.

(1) **REPORTING PROCEDURE:** The Board of Directors initiated monitoring and paper reporting procedures for violations. A cited violation must be seen by one or more Community Members. The cited violation must be in written form, signed & dated by the Homeowner and sent to the Board of Directors for action/enforcement. Members and/or Non-Members of the Hillside Community are encouraged to utilize the Violation Report Form, Attachment (12). The Board will only take action with a Report Form that has been signed.

(2) **NOTIFICATION:** A three (3) letter rule procedure was adopted by the Board of Directors:

(A) Upon receipt of a Violation Report, Attachment (12) the Board of

(B) Directors shall review all the facts pertaining to the situation;

(C) **If required, a letter shall be sent to the Homeowners causing the violation, to take corrective action. The Board of Directors has allowed thirty (30) days for the Homeowner to take corrective action;**

(D) **If the Homeowner has not taken corrective action after thirty (30) days, a second (2nd) letter shall be issued, advising the Homeowner to take corrective action within the next fifteen (15) days or be presented with a penalty/fine;**

(E) If the Homeowner still has not taken corrective action and fifteen (15) days has elapsed, a third (3rd) letter shall be issued to the Homeowners with a \$100.00 fine attached for non-compliance. The Homeowner shall take immediate corrective action or face subsequent fines according to the Florida Statute.

(3) **HEARING:** Per §720.305(2)(a) of the Florida Statute, the Homeowner has the opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(4) **CONTINUING/CUMULATIVE VIOLATION(S):**

(E) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

(F) The Board shall notify the Homeowner about cumulative violations, any future violation(s) and assessment of a reasonable fines as remedial action. Any

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subsequent violations by the Homeowners, the Board shall use the Florida Statutes as a guide when administering corrective action.

(G) **Cumulative violations will amass for 3 years from the first violation. At 3 years the oldest violation will be dropped. The next 3 year period will start from the date of the next, if any violation.**

(b) **Pet Control.**

(1) All animals shall have a collar, properly licensed and tagged while walking the animal throughout the community. Animals shall be on a leash and in control of the OWNER at all times and animal droppings shall be picked-up by the pet owner. The owner may install an underground containment fence to control animals and help keep them on their LOT; however, the "Containment Area" shall be monitored by the Pet Owner.

(2) Community Members may report a continuing Pet Control problem with Clay County Animal Control. Homeowners can submit Complaint Form, Attachment (16) to Animal Control for first time or repeat offenders.

(c) **Remedy Rights; Association & Homeowners.**

(1) 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 to happen, shall bear all cost and/or be liable for the removal, tear out/down, damages and attorney's fees connected with this action. More fully explained;

(2) 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;

(A) institute proceedings at law for the recovery or damages; or

(B) maintain a proceeding in equity for the purpose of preventing, 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 & Restriction and/or By-Laws herein contained shall not at any time be deemed a waiver or estoppels of the right to enforce 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.

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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 as possible 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, and shall have sole discretion when approving any optional changes to for the Hillside Subdivision. Example: Plastic/Composite type building materials. A forced change in technology is defined by the industry 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 on the basis of 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.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is the Vice President of Hillside Homeowners Association. 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 extent possible.