

HOA By-Laws Revision 12/11/25

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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 membership is made up of Parcel Owners, and in which membership is a mandatory condition of

Association

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

Association

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. HILLSIDE HOA Members may vote electronically through a

Association

secure voting system when approved by the Board of Directors.

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

Association

such member shall be absent from three (3) consecutive regular meetings of the Board 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

Association

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 holding another office (other than Secretary or Treasurer).

Association

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.

TREASURER

Association

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.
- (4) Any conflicts of interest, including, but not limited to, financial interests, on the

Association

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 actions of the Board, even when the Board member personally did not support

Association

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.

- (a) **MINUTES:** Minutes of all meetings of the Members of the Association and of the Board

Association

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.

Section 2

Treasurers Books & Records.

(a) **FINANCIAL AND ACCOUNTING** RECORDS. Per §720.303(4)j of the Florida Statutes,

Association

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

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.**

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**

Association

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 (\$320.00) 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 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 **January** 15th 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 §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

Association

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.

(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.

Association

(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 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.

Association

- (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;
 - (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?

Association

- (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 "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;

Association

- (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.

(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 Release Letter from the Association with the President's Signature, Witnessed and Signed by the Secretary and one other Lot Owner to authenticate the

Association

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
- (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

Association

(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 the community; i.e., citizen patrol, Operation I.D., etc.
- (12) Provide 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.

Association

(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;
- (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

Association

(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;
- (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.

Association

Appointed Committees.

Section 4

- (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

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.

Association

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 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: **Association**

Its Secretary

Section 2

Corporation - Official Letter Head.

The paper specifications for the Corporate Letter Head 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 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.

Association

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 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.

Association

(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.

(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."

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(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 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

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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.

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

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on any member for failure to pay assessments or other charges when due, if the governing documents authorize such action.

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

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Association to;

- (1) Institute proceedings at law for the recovery of damages; or
- (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

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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 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

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event of injury or illness.

- (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.

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Section 18 Displaying of Flags

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.

Association

Association

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.