

Prepared by:
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REVIVED
PLUMMERS COVE
DECLARATION OF RESTRICTIONS

THIS REVIVED PLUMMERS COVE DECLARATION OF RESTRICTIONS is made effective by the Homeowners Association of Plummerville Cove, Inc. (the "Association"), a Florida not for profit corporation, this 11 day of June, 2020.

RECITALS

- A. The Association's developer recorded that certain Plummerville Cove Declaration of Restrictions, which is recorded at Official Records Book 4241, page 899, *et seq.* of the public records of Duval County, Florida (hereinafter referred to as the "Previous Declaration");
- B. All of the land encumbered by the Previous Declaration is depicted on the site plan recorded at Official Records Book 4241, page 916, of the public records of Duval County, Florida;
- C. The covenants, conditions, and restrictions contained in the Previous Declaration expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act;
- D. The organizing committee for the Association consists of the following:

Pam Schirkofsky 2725 Cove View Dr S Jacksonville, FL 32257	Bart Ciambella 2718 Cove View Dr N Jacksonville, FL 32257	Lane Bussey 9950 Cove View Dr E Jacksonville, FL 32257
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E. The organizing committee for the Association does hereby submit the following Revived Plummerville Cove Declaration of Restrictions pursuant to 720.403, Florida Statutes, as the "Revived Declaration";

F. The Revived Declaration governs only the lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration and the amendments thereto; and,

G. The voting interests of each parcel owner under this Revived Declaration are the same as the voting interests of the parcel owners under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owners under the Previous Declaration.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Previous Declaration as follows:

IN WITNESS WHEREOF, the Homeowners Association of Plummerville Cove, Inc has executed this Revived Declaration the date stated above.

Signed, sealed and
delivered in the
presence of:

Deborah M. Carpenter
Deborah M. Carpenter
Print Name

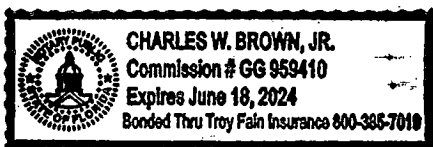
[Signature]
Charles W. Brown Jr
Print Name

Homeowners Association of
Plummers Cove, Inc.,
a Florida Not for Profit Corporation
[Signature]
By: Pam Schirkofsky
Its: President

[Signature]
Attest By: Lane Bussey
Its: Secretary

STATE OF FLORIDA)
COUNTY OF Duval)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by
online notarization this 1st day of June, 2020 by Pam Schirkofsky, as President for Homeowners
Association of Plummers Cove, Inc, a Florida not for profit corporation, on behalf of the
corporation, who is personally known to me and who did take an oath.



[Signature]
(Print Name Charles W. Brown Jr)
NOTARY PUBLIC, State of Florida At Large.
Commission No. _____
My Commission Expires: _____

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PLUMMERS COVE

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, St. Johns River Properties, Inc., a Florida corporation, hereinafter called the "Developer", is owner of the land shown and described on Exhibit A hereto attached consisting of two (2) sheets and by this reference made a part hereof, hereinafter called the "land"; and

WHEREAS, said Developer is developing the land and is desirous of placing certain restrictions and other obligations upon the use of all of the land and is desirous that said restrictions and other obligations shall run with the title to the land hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land shown and described on Exhibit A and does hereby place upon said land the following restrictions and other rights and obligations, to run with the title to said land, and the owner of any parcel or tract of said land or any part or portion thereof shall be deemed by the acquisition thereof to have agreed to all such restrictions and other rights and obligations, and to have covenanted to observe, comply with and be bound by all of same, as follows:

1. The land shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be erected or permitted to remain on any part of the land other than single family residences and related community or common area facilities including recreational facilities. No building at any time situate on any part of the land shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic or manufacturing purpose, or as a professional office, or for any business purpose whatsoever, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these restrictions. Single family residential buildings located on the land may be rented for personal accommodations, but no part of any such building shall be used for the purpose of renting rooms therein or as a boardinghouse, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment or apartment house shall be erected or allowed to remain on any part of said land and no building shall be converted into a duplex residence or apartment house.

2. The map constituting a part of Exhibit A shows that the land is divided into specific areas or parcels consisting generally of (i) twenty-four (24) numbered areas or parcels, each suitable for use as a site for and on which there has been constructed a detached single family dwelling, and (ii) areas or parcels designated as "Recreational Area" or as "Driveway Area". The term "building plot" as used in these restrictions shall refer to each of the twenty-four (24) areas or parcels of the land which are hereafter conveyed by separate deed from the Developer to a building plot owner and constituting an integral unit of land suitable for

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use as a single family residential site. The Developer, following recordation of these restrictions and before recordation of any such separate deed to a building plot owner, intends to convey all of the land except the areas or parcels which will constitute building plots to Homeowners' Association of Plummers Cove, Inc., a Florida corporation not for profit, hereinafter called the "Association". Following such conveyance to the Association, the Association shall hold title to such portions of the land, subject to and as provided for in these restrictions, for the benefit of owners of building plots within the land and said Association shall be vested with and possess all of the rights, authorities, obligations and liabilities set forth herein. Each building plot owner will be and become a member of the Association on acquisition of title to a building plot and, as a member, be entitled to use all common areas within the land and all other property of the Association subject, however to such rules and regulations as the Board of Directors (hereinafter referred to as the "Board") of the Association may from time to time adopt and promulgate. The membership of each such owner and all rights to use the common areas and other property of the Association shall terminate automatically upon such owner being divested of ownership, regardless of the means by which ownership is divested.

3. (a) Those portions of the land designated on the map constituting a part of Exhibit A as "Driveway Area" are and shall remain privately owned and the sole and exclusive property of the Developer or the Association or its successors and grantees, if any. The Developer, however, does hereby grant to the Association and to the present and future owners of the building plots within said land and to their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities now or hereafter serving said land, holders of mortgage liens on said land or on any portion thereof and such other persons as the Association from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said Driveway Areas. The portions of said Driveway Areas on which there is now or hereafter installed vehicular asphalt or other type of paving are hereby defined and for convenience referred to in these restrictions as "access ways". Regardless of the preceding provisions of this paragraph 3(a), the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of said land.

(b) The Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which in the sole opinion of the Association (1) would or might result in damage to said access ways or pavements or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said land, and the right, but no obligation, to control and permit or prohibit parking on any part of said access ways which could restrict the traffic flow thereon.

(c) The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural

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or artificial, placed or located on any Driveway Area or building plot if the location of the same will, in the sole judgment and opinion of the Association, obstruct the vision of a motorist upon any access way.

(d) The Association shall have the right, but no obligation, to construct, maintain, replace, repair and remove gates, gatehouses, guardhouses, common storage facilities and other structures and improvements on any portion of any Driveway Area so long as same is for the use and benefit of the Association and owners of building plots within said land.

4. In connection with the development of the land, there has been and may be constructed from time to time on those portions of the land designated on the map constituting a part of Exhibit A as "Recreational Area" and within the areas of easements owned by the Association common or community facilities such as patios, pavilions, play areas, gardens, walkways, swimming pools, tennis courts, dock facilities and similar recreational installations intended for the common use and enjoyment of the building plot owners. The Board of the Association may designate the use or uses to be made of each of such common area and may adopt and promulgate rules and regulations for the use thereof. Strict compliance with such rules and regulations shall be required as a condition to the use thereof. The Board may at any time without cause or liability terminate the use of all or any part of any such common areas whereupon such use thereof shall automatically cease and terminate.

5. Each building plot owner shall be responsible for and promptly perform all maintenance and repair work necessary to keep the interior and exterior of any residential building and other structural improvements on that owner's building plot in good repair and first class condition and to keep the exterior thereof from becoming, in the opinion of the Board (or a committee thereof designated by the Board for such purpose), unsightly or deteriorated in appearance. In addition, the following buildings, structures and objects may be erected and maintained and allowed to remain on a building plot if and only if located wholly within the residence or wholly within a utility yard which shall be walled or fenced, with entrance screened, using materials and with a height and design approved by the Association, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view to the height of such wall or fence: Pens, yards and houses for pets, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, tool shops and work-shops, garbage and trash cans and receptacles (except underground receptacles need not be in a utility yard), and any other structures or objects determined by the Board to be of an unsightly nature or appearance.

6. No detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any building plot except within a permitted utility yard. The term "detached outbuilding", as used in these restrictions, means any garage, carport, laundry room, tool or work shop, hothouse, greenhouse, guest house, children's playhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single family residence located or to

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be located on such building plot.

7. No fence, wall, hedge, or any other thing obstructing grounds maintenance operations, natural or artificial, shall be placed or located outside of any building or approved utility yard on any building plot except for decorative flower plants located within three (3) feet of a residential building without the prior written consent and approval of the Association.

8. For the purpose of further insuring the continuance of said land as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Association is hereby granted the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot and any and all changes in the exterior appearance thereof in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Board and until a copy of all such plans and specifications, as finally approved by the Board, have been lodged permanently with the Association. The Association shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In this connection the Association shall have the right to require that the outside of utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same, and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction and zoning set back lines shown. In addition, there shall be submitted to the Association for approval such samples of building

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materials proposed to be used as the Board shall specify and require. In the event the Board fails to approve or disapprove such building plans and specifications within 60 days after the same have been submitted to it as required above, the approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

9. No wheeled vehicles of any kind (motorized or unmotorized) and no boats may be kept or parked on a building plot or access way unless completely inside a garage or carport attached to the main residence or within a utility yard, except that private automobiles of the occupants and their guests bearing no commercial signs may be parked in the driveway or parking area on the building plot or access way and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery service and solely for the purpose of such service. If the Association hereafter shall provide or designate a separate area (either within the land or nearby on lands owned or leased by the Association for such purpose) for the storage of boat trailers, boats, and other recreational vehicles, then thereafter and so long as such separate storage area shall be provided or designated, all boat trailers, boats and other recreational vehicles shall be stored therein and may not be kept or parked on any building plot or access way. If such separate storage area shall be provided or designated, the use thereof for the storage of boat trailers, boats and other recreational vehicles may be terminated at any time by the Association without cause or liability.

10. A plate showing the number of the residence shall be placed on each building plot on which a building is located and at the option of the owner, a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each such plate shall be first approved by the Board.

11. Unless the prior approval of the Board has been obtained, no window air-conditioning units shall be installed or allowed to remain on any building within said land.

12. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

13. When the construction of any new building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Association must be completed in accordance with said plans and specifications within eight months after the start of the first construction unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

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14. Except for structures which are permitted by other provisions hereof to be located within a permitted utility yard, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of any new building permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

15. No trailer, camper, or outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

16. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any part of said land except "For Rent" or "For Sale" signs, which signs shall refer only to the particular premises on which displayed, shall not exceed two feet square in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign for each building plot. The Association may enter upon any building plot and summarily remove and destroy any sign which does not meet the provisions of this paragraph.

17. Nothing contained in these restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such display signs and such temporary structures as the Developer may deem advisable for development and sales purposes or prevent the Association from posting notices to members or signs containing rules and regulations.

18. Radio or television aerials or antennas and other exterior electronic or electric equipment or devices of any kind may be installed or maintained on the exterior of any structure within the land only after the location, size and design thereof shall have been approved by the Board of the Association.

19. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part of the land. Garbage, trash and rubbish shall be removed from the building plots only by services or agencies approved in writing by the Association. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Such garbage containers shall be kept at all times, at the option of the building plot owner, either within the residence or garage or an approved utility yard or within underground garbage receptacles located on the building plot or nearby on the Driveway Area at such location as shall be approved by the Association. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

20. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot or any Driveway Area unless and until the size, location, design and type of material for such box or receptacle shall have been approved by the Association. If

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and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each owner on the request of the Association shall replace the box or receptacle previously employed for such purpose or purposes with wall receptacles attached to the residence.

21. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, rabbits, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas or animals of any kind except dogs, cats and small birds shall be kept, permitted, raised or maintained on any building plot on said land. Not more than two dogs, not more than two cats and not more than four small birds (not including any parrots) may be kept on a single building plot for the pleasure and use of the occupant but not for any commercial or breeding use or purpose; provided, however, that if any of such permitted animal or bird shall, in the sole opinion of the Board of the Association, become dangerous or an annoyance or nuisance in the neighborhood they may not thereafter be kept on the building plot. The Board may from time to time adopt, promulgate and enforce rules and regulations as to leashing, caging and other restrictions on and control of animals permitted hereunder.

22. No illegal, noxious or offensive activity shall be permitted on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land.

23. No owner of a building plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of said land lying outside the owner's building plot nor within such owner's building plot in a location or manner which does or may obstruct grounds maintenance performed and to be performed by the Association.

24. No wells of any kind may be drilled or maintained on any building plot except that the Association may maintain the five (5) wells presently in operation on the land and any replacement or additional wells necessary for the discharge of the obligations of the Association. The central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot.

25. The central sanitary sewage collection and disposal system (referred to as "sewage system") serving the building plots on said land shall be the only sanitary sewage disposal service or facility used to serve said land. No septic tank shall be permitted on any part of said land and no sewage disposal service or facility shall be used to serve any building plot or the improvements thereon or the occupants thereof other than the sewage system. No sewage shall be discharged onto the open ground or into any lake, park, ravine, drainage ditch, canal or any Driveway Area or Recreational Area.

26. The Association and the building plot owners are hereby granted a perpetual, alienable and releasable pedestrian easement, privilege and right to pass and repass on, over and across those portions of the building plots

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designated on the map which constitutes a part of Exhibit A hereto as "10' Pedestrian Easement". In addition, the Association and its employees, agents and independent contractors may use any area subjected to an easement in this paragraph for underground utilities and any other use whatsoever related to the rights and responsibilities of the Association under these restrictions.

27. No part of said land and no building plot may be divided, platted or otherwise have the configurations changed in any way except as provided in this paragraph. Building plots may be consolidated or redesignated (by deed or otherwise) only with the prior approval of the Association. The several covenants, restrictions, easements, reservations and other matters herein set forth, in case any of said building plots shall be consolidated or redesignated as aforesaid, shall thereafter apply to the building plots as consolidated or redesignated instead of applying as originally designated in the deed from the Developer except that no such consolidation or redesignation shall affect easements reserved in paragraph 26 above unless the Association specifically consents to any change in or amendment to said easements.

28. All Driveway Areas, Recreational Areas, easements and other common areas now or hereafter owned by the Association and all improvements at any time thereon are and shall remain privately owned and the sole property of the Association and its successors and assigns, if any, and it shall be the duty of the Association and its successors and assigns, if any, as such owner, to maintain all of same in good repair and first class condition. The Association shall have the right, but no obligation, to engage a manager or a management firm, as employee or independent contractor, to discharge, at the expense of the Association, any or all of its duties hereunder, but no such contract may be entered into while the Developer is entitled to elect a majority of the Board of the Association which would extend beyond the time when the Developer is no longer so entitled, unless such contract is, by its terms, terminable by the Association at or after the time the Developer ceases to be so entitled.

29. It is not now contemplated that any portion of said land will be dedicated to the City of Jacksonville, Florida for any public use and nothing contained in any of these restrictions shall imply or be deemed to imply any such intention. However, the Association shall have the right at any time, but never any obligation, with the consent of the City Council of the City of Jacksonville, Florida or the governing body of any body politic then having jurisdiction over said land to dedicate to the public all or any part of any area designated as Driveway Area or Recreational Area.

30. The Association shall keep each building plot and all common areas free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep all of said land at all times in a neat and attractive condition and, in connection therewith, is hereby granted an easement for such purposes over all of the land, including all building plots, except for the portions within residential buildings constructed thereon. Each building plot owner shall comply with every requirement of the Association in connection with the discharge of its duties under this paragraph. The Association shall have the right

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to go upon any building plot and to cut, trim and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other act and perform and furnish any labor necessary or desirable in its judgment to maintain the land and every part and parcel thereof in a neat and attractive condition.

31. Section 1. (a) Each and every building plot within said land is each hereby subjected to an annual maintenance assessment as hereinafter provided. Such annual maintenance assessment shall be assessed for and shall cover the calendar year and shall be due and payable, in advance and without notice, in monthly installments. Commencing on the first day of the first month following the recording of these restrictions in the public records of Duval County, Florida, and on the first day of each month thereafter, each building plot owner shall pay to the Association, at the office of the Association in Jacksonville, Florida, or at such other place as shall be designated by the Association, one-twelfth (1/12) of the annual maintenance assessment assessed against such owner's building plot as fixed by the Association, and such payments shall be used by the Association to create and continue maintenance funds to be used as hereinafter set forth. Each installment of such annual maintenance assessments shall become delinquent if not paid by the 15th day of the month when due and shall bear interest at the rate of ten per cent per annum from said date until paid. No member of the Association may vote on any matter coming before the Association if, at the time specified for such vote, such member is delinquent in the payment of any assessment or installment thereof in any respect. The annual maintenance assessment may be adjusted from year to year by the Association as the needs of the land and improvements thereon and the duties and responsibilities of the Association, in the judgment of the Association, may require.

(b) Such annual maintenance assessments shall be assessed equally and shall be uniform in dollar amount among all building plots owned by building plot owners other than the Developer. Such annual maintenance assessments shall be in accordance with the following schedule for each and every building plot owned by the Developer:

1. For each of the first six (6) whole calendar months following the recording of these restrictions in said public records, there shall be assessed to the Developer and the Developer shall pay an amount each such month for each building plot owned by the Developer on the first day of each applicable month an amount equal to one-quarter (1/4) of the installment due that month by building plot owners other than the Developer;

2. For each of the seventh (7th) through the twelfth (12th) whole calendar months following such recording, there shall be assessed to the Developer and the Developer shall pay an amount each such month for each building plot owned by the Developer on the first day of each applicable month an amount equal to one-half (1/2) of the installment due that month by building plot owners other than the Developer; and

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3. Effective as of and after the first day of the thirteenth (13th) whole calendar month following such recording, there shall be no further distinction between or among the assessments, which shall thereafter be equal and uniform in dollar amount among all building plots within said land, whether owned by the Developer or by others and without reference to ownership.

Section 2. (a) The Association annually shall fix and assess such annual maintenance assessment amount as shall be sufficient, in the judgment of the Association, to enable the Association:

(1) To pay all operating expenses of the Association of any kind or type including, without limitation, the costs of any and all insurance coverages carried by the Association and all other costs of operating the Association;

(2) To make payment of all ad valorem and other taxes, if any, assessed against the real estate owned by the Association and against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to make payment of any other taxes, including income taxes, if any, payable by the Association;

(3) To pay all annual current expenses required for the reasonable repair and maintenance, including grounds maintenance, of all Association property and common areas, including all recreational facilities and other improvements now or hereafter erected or installed thereon, and the grounds maintenance of the building plots as well as the paved access ways and all surface drainage facilities anywhere within said land; and

(4) To provide a deposit to a reserve fund (hereafter called replacement reserve fund) which, with future annual deposits thereto, will be sufficient in the judgment of the Association to cover the cost of anticipated future periodic major construction and reconstruction of any and all of the recreational facilities and other improvements owned by the Association, including re-roofing any common area building and resurfacing of the paved access ways. To the extent that specific funds are assessed and collected for such purpose, same shall not be used for any purpose other than the periodic major construction and reconstruction of such recreational facilities and access ways and repair and maintenance incidental to such major construction and reconstruction.

(b) The Association by assessing and collecting annual maintenance assessments shall thereby obligate itself to discharge its obligations and to make the payments and deposits referred to in Section 2(a) above. In fixing the amount of the assessment referred to in Section 2(a) above, the Association may take into account any deficit or any funds carried forward from any prior year and any maintenance or construction work on the access ways or other common areas assumed or to be performed by any public body.

Section 3. The funds provided by the annual main-

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tenance assessments, to the extent not required for the purposes as set forth in Section 2 above, may be used for the following but only for the following purposes:

(1) Lighting, improvement and beautification of the access ways and other Association owned common areas and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices and costs of controlling and regulating traffic on the access ways;

(2) Maintenance, improvement and beautification of any and all common area recreational facilities and other common area structures and improvement and of the common area grounds;

(3) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(4) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(5) Doing any other thing necessary or desirable in the judgment of the Association, to keep said land neat and attractive or to preserve or enhance the value of the parcels therein, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of building plots within said land;

(6) Doing any other thing agreed to by the Association; and

(7) Repayment of funds and interest thereon, borrowed by the Association and used for any of the purposes referred to in this Section 3 or in Section 2 above.

Section 4. (a) Except as otherwise provided herein, it shall not be necessary for the Association to allocate or apportion the funds or expenditures therefrom between the various purposes specified in this paragraph 31, and the judgment of the Association in the expenditure of the maintenance funds shall be final. The Association in its discretion may place, in trust and on any terms acceptable to the Board of the Association, the replacement reserve fund and other reserves it decides to accumulate with any corporation possessed of trust powers under the law of Florida and the Association may hold the funds invested or uninvested, and may reserve such portions of the funds as the Association determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed.

(b) Each installment of the annual maintenance assessments and interest thereon shall constitute a debt from the owner or owners of the building plot against or with respect to which the same shall be assessed, payable to

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the Association without demand, and shall be secured by a lien upon such building plot and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction. In the event the Association shall refer to an attorney at law the collection of any delinquent installment or installments of any assessment or institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the owner or owners of such building plot all costs, including reasonable attorneys' fees, incurred in and about such collection or proceedings and all such costs shall be secured by such lien.

(c) Each such annual lien, as between the Association on the one hand, and the owner or owners of such building plot and any grantee of such owner or owners on the other hand, shall attach to the property and improvements against which such annual maintenance assessment shall be assessed, as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said building plot and improvements if but only if such mortgage is recorded in the public records of Duval County, Florida prior to the recording in said public records by the Association of a notice of the existence of such lien, specifying, among other things, the attachment date of such lien. The foreclosure of any such first mortgage or the conveyance of title to the holder thereof by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such building plot and improvements but such mortgagee shall not be liable for unpaid assessments accruing prior to its acquisition of title. Upon request the Association shall furnish any building plot owner or mortgagee a certificate showing the unpaid maintenance assessments and monthly installments thereof, if any, against any building plot and the period or periods for which any such unpaid maintenance assessments were assessed and fixed.

(d) The Association at all times shall maintain a register setting forth the names and mailing addresses of all of the building plot owners. In the event of the sale or transfer of any building plot to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such building plot together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his or her interest. Further, the owner of each building plot shall at all times keep the Association currently advised of the name and mailing address of the mortgagee holding any first mortgage on his or her building plot, the amount of such mortgage and the recording information which shall be pertinent to identify the mortgage involved. The holder of any first mortgage upon any building plot may notify the Association of the existence of any such mortgage, and the Association shall register in its records all pertinent information pertaining to such mortgage. Upon the request of any registered mortgagee, the Association shall furnish such mortgagee any

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requested information with respect to the assessments and payments related to the building plot on which such mortgagee holds a mortgage lien and permit any such mortgagee to inspect its books and records at the expense of the mortgagee.

32. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or any condition which is in violation of these restrictions the Developer or the Association or both shall have the right, but no obligation, to enter upon the building plot where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer or the Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer or the Association liable in any way for any damages on account thereof.

33. Wherever in these restrictions the consent or approval of the Developer or of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing. In the event the Developer or the Association, as the case may be, fails to act on any such written request within 60 days after the same has been submitted as required above, the consent to or approval of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the restrictions or other matters herein contained.

34. The Association shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to the Association by any part or paragraph of these restrictions. If at any time hereafter there shall be no person, firm or corporation vested with the rights, powers, privileges, authorities and reservations given to the Association under the provisions hereof, the same shall be vested in and be exercised by the owners of a majority of the building plots within said land. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said owners (as owners) except in the event aforesaid.

35. The Developer, until the date which is the earlier of (i) the date when the Developer no longer owns any part or parcel of the land or (ii) the date which is three (3) years after the date of recording the deed conveying the twelfth (12th) building plot from the Developer to a building plot owner, and the Association thereafter, shall have the sole right (during the applicable period): (a) to amend these restrictions other than those contained in paragraph 31, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (b) to amend these restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional restriction applicable to the land which does not lower the standards of the restrictions herein contained; and (d) to release any building plot from any part of the restrictions which have been violated if the Developer or

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the Association, as the case may be, in its sole judgment, determines such violation to be a minor or insubstantial violation.

36. In addition to the rights of the Association provided for in paragraph 35, the Association shall have the right, with the consent of the persons then owning fifty-one per cent (51%) of the building plots within said land, to amend or alter these restrictions and any parts hereof in any other respects, except that the provisions of paragraph 31 hereof may not be amended or altered under the provisions of this paragraph 36.

37. No building plot owner, without the prior written approval of the Association, may impose any additional restrictions on any part of said land.

38. If any person, firm, corporation or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Developer, while the Developer owns any part or parcel of said land, or, at any time, for the Association or any person or persons owning any building plot within said land (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such restriction, for the purpose of preventing or enjoining all or any such violation or attempted violation. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or the Association, or their successors or assigns, to enforce any restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

39. The invalidation of any provision or provisions of the restrictions and other matters set forth herein by judgment or court order shall not affect or modify any of the other provisions hereof, all of which shall remain in full force and effect.

40. Paragraphs numbered 1 through 39 above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2026, and thereafter these restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2026, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the building plots within said land shall be placed of record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the restrictions, reservations, easements or other matters provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the land then subject thereto, in the manner and to the

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extent provided in such written agreement. In the even that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph. Notwithstanding the foregoing provisions of this paragraph, none of the provisions of paragraph 31 may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph unless and until the surface drainage facilities within said land and the access ways within the Driveway Areas have been dedicated to the public and the maintenance thereof has been assumed and accepted by the City of Jacksonville, Florida or other body politic then having jurisdiction.

IN WITNESS WHEREOF, the Developer, St. John River Properties, Inc., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed all as of the 30th day of September, 1976.

Signed, sealed and delivered in the presence of: ST. JOHNS RIVER PROPERTIES, INC.

St. John River Properties, Inc.

By James K. Anderson
President

Anderson M. Feltz

Attest Paul R. Ricketts
Secretary

(Corporate Seal)



CONSENT AND JOINDER OF MORTGAGEE

Atlantic National Bank of Jacksonville, a United States banking corporation, owner and holder of a mortgage from the Developer encumbering the land, being mortgage dated September 30, 1976, and recorded in the current public records of Duval County, Florida under the following recording reference: Clerk's File No. 76-74139 hereby consents to the imposition by the Developer of the foregoing Declaration of Restrictions and joins the Developer in the execution thereof.

IN WITNESS WHEREOF, Atlantic National Bank of Jacksonville has caused this consent and joinder of mortgage to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 30th day of September, 1976.

Signed, sealed and delivered in the presence of:

St. John River Properties, Inc.

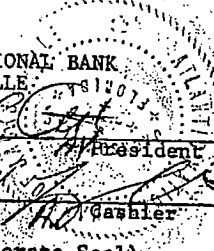
Anderson M. Feltz

ATLANTIC NATIONAL BANK OF JACKSONVILLE

By W. C. Feltz
President

Attest W. C. Feltz
Cashier

(Corporate Seal)



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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this October 1, 1976 by George C. Dickerson as President and Jack C. Demetree as Secretary of St. Johns River Properties, Inc., a Florida corporation, on behalf of the corporation.

Robert D. Mickle
Notary Public, State of Florida
at Large
My commission expires: 10-20-77

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this October 1, 1976 by W. C. Ott as Assistant Vice President and W. Larry O'Steen as Assistant Cashier of Atlantic National Bank of Jacksonville, a United States banking corporation, on behalf of the corporation.

Robert D. Mickle
Notary Public, State of Florida
at Large
My commission expires: 10-20-77

(Notarial Seal)

9/13/76

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A certain tract of land situate, lying and being in the City of Jacksonville, County of Duval and State of Florida, being a portion of those certain lands in the Eleanor Pritchard Grant, Section 40, Township 3 South, Range 27 East described in deed recorded in Official Records Volume 1015, page 507 of the current public records of Duval County, Florida and portions of Lots 1 and 2, according to Plat of E. D. Plummer's Subdivision of a part of the Eleanor Pritchard Grant, Section 40, Township 3 South, Range 27 East as recorded in Plat Book 6, page 62 of said public records, all being more particularly described as follows:

Commencing at the intersection of the Southwesterly line of Scott Mill Road (an 80-foot right of way as now established) with a Southwesterly prolongation of the Southeasterly line of Lot 6, as shown on the Plat of Beauclerc Gardens, as recorded in Plat Book 16, page 20 of said public records; thence South 37°28'40" East a distance of 1096.70 feet (actual distance) to the most Northerly corner of said lands described in Official Records Volume 1015, page 507 for a POINT OF BEGINNING; from said point of beginning thence South 50°37'12" West along the Northerly line of said lands described in Official Records Volume 1015, page 507 a distance of 640.00 feet; thence South 37°28'40" East a distance of 250.00 feet to a point in the Southerly line of said lands described in Official Records Volume 1015, page 507; thence South 50°37'12" West along said Southerly line a distance of 478 feet, more or less, to the high water line of the St. Johns River; thence Southeasterly along said high water line a distance of 160 feet, more or less, to the Southerly line of said Lot 2, E. D. Plummer's Subdivision; thence North 60°25'30" East along the aforementioned Southerly line of Lot 2 a distance of 1191 feet, more or less, to the intersection of the Southerly line of said Lot 2 with the Southwesterly right of way line of said Scott Mill Road; thence North 37°28'40" West along said Southwesterly right of way line of Scott Mill Road a distance of 601.96 feet to the point of beginning.

TOGETHER WITH all riparian and littoral rights thereunto belonging or in anywise appertaining.

(The foregoing described tract of land is depicted on the Location Map of Plummers Cove a copy of which constitutes page 2 of this Exhibit A.)

EXHIBIT A
to
Plummers Cove
Declaration of Restrictions

Page 1 of 2 pages

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TO
PLUMMERS COVE
DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, St. Johns River Properties, Inc., a Florida corporation, hereinafter called the Developer, by Plummers Cove Declaration of Restrictions, hereinafter called Declaration, dated September 30, 1976 and recorded in the public records of Duval County, Florida under Clerk's File No. 76-74370, placed certain restrictions and other obligations upon the use of all the land covered by and described in said Declaration; and

WHEREAS, said Developer is presently the fee simple owner of all (one hundred per cent) of the land covered by and described in said Declaration; and

WHEREAS, by paragraph 31 of said Declaration Homeowners' Association of Plummers Cove, Inc., a Florida corporation not for profit, hereinafter called the Association, is given the right and power to subject each and every building plot within said land to an annual maintenance assessment; and

WHEREAS, the Developer and the Association have determined that it is necessary and desirable that the Association be given the right and power to make and impose, from time to time, special assessments upon said land and every building plot therein to furnish monies to the Association for discharging certain non-recurring costs and expenses.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable considerations, paragraph 31 of said Declaration hereby is amended by adding thereto the following additional section:

"Section 5. (a) In addition to the annual maintenance assessment provided for in this paragraph, upon the affirmative votes of a majority of the Board of Directors of the Association and of seventy percent (70%) of all

PREPARED BY ROBERT O. MICKLER OF
JENNINGS, WATTS, CLARKE AND HAMILTON
POST OFFICE BOX 4700, JACKSONVILLE, FLORIDA 32201

PLEASE RETURN TO
JENNINGS, WATTS, CLARKE and HAMILTON
Florida National Bank Building
Post Office Box 4700
Jacksonville, Florida 32201

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Members of the Association other than the Developer, each and every building plot within said land shall be subjected to a special assessment as hereinafter provided. Any such special assessment may be due and payable in a lump or single sum or in installments, (monthly or otherwise), as may be provided in the resolution approving such special assessment. Each such special assessment, and each installment thereof if such assessment be made payable in installments, shall become delinquent if not paid by the 10th day following the day such special assessment or installment thereof shall be due as provided in such resolution and shall bear interest at the rate of ten per cent (10%) per annum from said 10th day until paid. No member of the Association may vote on any matter coming before the Association, or be counted for purposes of determining a quorum, if, at the time specified for such vote, such member is delinquent in the payment of any special assessment or installment thereof in any respect. Special assessments shall be assessed equally and shall be uniform in dollar amount among all building plots, including those owned by the Developer.

"(b) Special assessments may be assessed for any purpose or purposes related to the property or operation of the Association (except that the Association may not impose any special assessment for the purpose of repaying funds borrowed by the Association for normal operating expenses so long as the Developer owns any building plot within said land), but the purpose or purposes for which the special assessment is made must be specified in the resolution approving such assessment and in the notice of the meetings of the Directors and of the members at which it is proposed that such resolution be voted upon. The Association shall be responsible for collecting such special assessments and shall be obligated to expend the funds thereby collected only for the purpose or purposes so specified, provided that any funds collected in excess of the amount necessary may be used for any of the purposes specified in Section 3 hereof, with such excess being considered by the Association in the assessment of the next annual maintenance assessment.

"(c) The provisions of subsections (b), (c) and (d) of Section 4 hereof providing for liens and for costs and expenses of collecting assessments shall apply to each special assessment, and to each installment thereof, to the same extent as they are applicable to the annual maintenance assessments; provided, however, that the lien securing any such special assessment and all installments and interest thereon shall attach on the effective date of the special assessment provided for in the resolution approving such special assessment or on the date the Association causes a notice of the existence of such special assessment to be recorded in the public records of Duval County, Florida, whichever date is the later."

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IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed by their respective duly authorized officers and their respective corporate seals to be hereunto affixed this 30th day of September, 1976.

Signed, sealed and delivered in the presence of:

[Signature]
As to Developer

ST. JOHNS PROPERTIES, INC.

[Signature]
President

Attest: [Signature]
Secretary

(Corporate Seal)

DEVELOPER



[Signature]
As to the Association

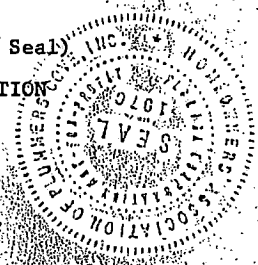
HOMEOWNERS' ASSOCIATION OF PLUMMERS COVE, INC.

[Signature]
President

Attest: [Signature]
Secretary

(Corporate Seal)

ASSOCIATION



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CONSENT AND JOINDER OF MORTGAGEE

Atlantic National Bank of Jacksonville, a United States banking corporation, owner and holder of a mortgage from the Developer encumbering the land, being mortgage dated September 30, 1976 and recorded in the public records of Duval County, Florida under Clerk's File No. 76-74139, hereby consents to the imposition by the Developer and the Association of the foregoing Amendment to Declaration of Restrictions and joins the Developer and the Association in the execution thereof.

IN WITNESS WHEREOF, Atlantic National Bank of Jacksonville has caused this consent and joinder of mortgagee to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 30th day of September, 1976.

Signed, sealed and delivered in the presence of:

Anderson M. Fort Jr.
Don Mickle

ATLANTIC NATIONAL BANK OF JACKSONVILLE

By

Attest:

(Corporate Seal)

STATE OF FLORIDA
DUVAL COUNTY

I, THE UNDERSIGNED Clerk of the Circuit Courts & Duval County, Florida, DO HEREBY CERTIFY the within and foregoing, consisting of 5 pages, to be a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this the 24th day of MAY A.D., 2019.

RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida

By Joan P. Ring
Deputy Clerk

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OFFICIAL RECORDSSTATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of October 1976, by George C. Dickerson as President and Jack C. Demetree as Secretary of St. Johns River Properties, Inc., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: 10-20-77

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of October, 1976 by George C. Dickerson as President and Jack C. Demetree as Secretary of Homeowners' Association of Plummers Cove, Inc., a Florida corporation, not for profit, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: 10-20-77

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of October, 1976 by W. C. Ott as Ass't Vice President and W. Larry O'Steen as Assistant Cashier of the Atlantic National Bank of Jacksonville, a United States Banking corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: 10-20-77

(Notarial Seal)

76- 74371
OCT 1 8 49 AM '76

THIS HAS BEEN RECORDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
[Signature]
CLERK OF DUVAL COUNTY

STATE OF FLORIDA
DUVAL COUNTY

I, THE UNDERSIGNED Clerk of the Circuit Courts of Duval County, Florida, DO HEREBY CERTIFY this origin and foregoing, consisting of 6 pages, is a true and correct copy of the original as it appears on record and file in the office of the Clerk of Circuit & County Courts of Duval County, Florida.

WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this 24th day of MAY, A.D. 2019.

RONNIE FUSSELL
Clerk, Circuit and County Courts
Duval County, Florida

By *[Signature]*
Deputy Clerk

Owner	Street	Legal	Lot	PID
Schrickofsky, Mark S as Trustee	2725 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 10287, Pg 2457, Duval County, FL; 40-3S-27E	Lot 5; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-10110
Kelsey, Kenneth W; Kelsey, Mary C; Kelsey-Faherty, Laura; as Co-Trustees	2719 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 18176, Pg 184, Duval County, FL; 40-3S-27E	Lot 4; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1060
Gamsky, Daniel J	2715 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 15902, Pg 1208, Duval County, FL; 40-3S-27E	Lot 3; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1070
Irazusta, Jose	2709 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 16798, Pg 461, Duval County, FL; 40-3S-27E	Lot 2; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1050
Ort, Sandra	2703 Cove View Dr. S, Jacksonville, FL 32257	Pt Lot 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 17243, Pg 1342, Duval County, FL; 40-3S-27E	Lot 1; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1010
Phillips, Thomas W; Phillips, Majorie L; as Co-Trustees	2733 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 15966, Pg 227, Duval County, FL; 40-3S-27E	Lot 6; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1030
Benoit, Richard O; Benoit, Deborah L	2737 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 5998, Pg 1640, Duval County, FL; 40-3S-27E	Lot 7; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-1090
Mahon, Ethel M	2741 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 16074, Pg 466, Duval County, FL; 40-3S-27E	Lot 8; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-0150
Beliakoff, David M JR; Beliakoff, Sandra L	2745 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 7939, Pg 2188, Duval County, FL; 40-3S-27E	Lot 9; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-0160
Lukaj, Orlola; Lukaj, Aleksander	2749 Cove View Dr. S, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 17004, Pg 201, Duval County, FL; 40-3S-27E	Lot 10; according to the Plummers Cove Declaration to Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622-0120

Bussey, B. Lane III;	9950 Cove View Dr. E, Jacksonville, FL 32257	Pt Lot 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 12523, Pg 2484, Duval County, FL; 40-3S- 27E	Lot 11; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1040
Weltman, Gary R; Weltman, Pennina B	9940 Cove View Dr. E, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 12049, Pg 19, Duval County, FL; 40-3S-27E	Lot 12; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 0100
Abbott, Forrest M	9930 Cove View Dr. E, Jacksonville, FL 32257	Pt Lot 1 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 15777, Pg 1129, Duval County, FL; 40-3S- 27E	Lot 13; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 0140
Frost, Misty; Sipe, Sarah	9920 Cove View Dr. E, Jacksonville, FL 32257	Pt Lot 1 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 18672, Pg 1447, Duval County, FL; 40-3S- 27E	Lot 14; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 0130
King, Patricia R	9910 Cove View Dr. E, Jacksonville, FL 32257	Pt Lots 1 and 2 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 4639, Pg 45, Duval County, FL; 40-3S-27E	Lot 15; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 0180
Blocker, Eileen	2762 Cove View Dr. N, Jacksonville, FL 32257	Pt Lot 1 Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 18753, Pg 242, Duval County, FL; 40-3S- 27E	Lot 16; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 0120
Dawson, Edward B JR; Dawson, Heather L	2754 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 154953, Pg 968, Duval County, FL; 40-3S- 27E	Lot 17; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1070
Kanter, Lawrence J; Kanter, Kathy	2748 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 16280, Pg 1135, Duval County, FL; 40-3S- 27E	Lot 18; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1060
Hishmeh, Thomas JR; Hishmeh, Vera	2740 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 4265, Pg 867, Duval County, FL; 40-3S-27E	Lot 19; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1010
Harrington, George; Harrington, Laurie	2732 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 11873, Pg 1147, Duval County, FL; 40-3S- 27E	Lot 20; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1100
Schoepfel, Kevin A; Schoepfel, Pamela C	2724 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 8874, Pg 716, Duval County, FL; 40-3S-27E	Lot 21; according to the Plummers Cove Declaration for Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1030

Clambella, Bart; Clambella, Lynn	2718 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 17620, Pg 314, Duval County, FL; 40-3S-27E	Lot 22; according to the Plummers Cove Declaration fo Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1050
Walker, William B; Walker, Molly R	2716 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 17704, Pg 929, Duval County, FL; 40-3S-27E	Lot 23; according to the Plummers Cove Declaration fo Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1040
Irazuzta, Jose E; Irazuzta, Majorie S	2710 Cove View Dr. N, Jacksonville, FL 32257	Pt Eleanor Pritchard Grant, Plat Book 6, Page 62; Duval County, FL; Per Deed Recorded OR BK 15604, Pg 1490, Duval County, FL; 40-3S- 27E	Lot 24; according to the Plummers Cove Declaration fo Restrictions, recorded at OR BK 4241, Pg 899, Duval County, FL	149622- 1020

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF

HOMEOWNERS' ASSOCIATION OF PLUMMERS COVE, INC.
filed in this office on the 20th day of September
1976.
Charter Number: 736846



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
21st day of September
1976,

Bruce C. Smith
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
HOMEOWNERS' ASSOCIATION OF PLUMMERS COVE
(A Florida Corporation Not-For-Profit)

FILED
SEP 20 4 55 PM '76
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not-for-profit under and pursuant to the following articles of incorporation.

ARTICLE I

The name of the corporation shall be:
HOMEOWNERS' ASSOCIATION OF PLUMMERS COVE, INC.

ARTICLE II

The purposes to be promoted and carried on by the corporation are:

(a) To present a unified effort of the members of the corporation in protecting and enhancing the condition and value of the property of the corporation and the property of its members located in Duval County, Florida, in the development known as "Plummers Cove"; to endeavor to see that ad valorem taxes and assessments levied on said property of the members and of the corporation are uniform and fair; to endeavor to see that adequate police and fire protection, garbage and trash removal, and other conveniences and utility services are furnished to said property of the corporation and its members; to provide for the maintenance, improvement and beautification of drives and other access ways, walkways, common areas, swimming pool, tennis courts, dock and other facilities in said development; and to engage in such other activities as are set forth in the Plummers Cove Declaration of Restrictions and such as may be to the benefit of the owners of real property in said development, and as shall be specified from time to time in the By-Laws.

(b) For and in furtherance of its purposes specified herein, to acquire, take and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree or otherwise, any property, real, personal or mixed, to borrow money, sell, mortgage, pledge, exchange, lease, convey, transfer or otherwise dispose of any such property, to administer, invest and reinvest its property and assets, and deal with and expend the income and principal of the corporation, all in such manner as in the judgment of the Board of Directors of the corporation will best promote its purposes.

(c) For and in furtherance of its purposes specified herein, to adopt, promulgate, amend from time to time and enforce rules and regulations for the use of the property of the corporation by its members and to enter into, make, perform and carry out contracts of every kind, with any person, firm, association or corporation, and to do any acts necessary or expedient for carrying on any or all such purposes of this corporation not forbidden by the laws of the State of Florida.

ARTICLE III

The corporation shall have all of the rights, powers and privileges conferred on it by said Plummers Cove

Declaration of Restrictions and also all of powers conferred upon corporations not-for-profit by the laws of the State of Florida.

ARTICLE IV

Subject to the provisions of (d) below, there shall be two classes of members in this corporation, one of which shall be known as the Developer Member and the other of which shall be known as Resident Members. The qualifications of such members, the manner of their admission and removal and their voting rights shall be as follows:

(a) Developer Member. The Developer Member of this corporation shall be St. Johns River Properties, Inc., a Florida corporation, (hereinafter sometimes referred as the "Developer") and its successors and assigns.

(b) Resident Members. Subject to the provisions hereafter set forth, the Resident Members of this corporation shall consist of only persons other than this corporation owning real property in the development located in Duval County, Florida, known as "Plummers Cove" such development being the land described in and covered by that certain Plummers Cove Declaration of Restrictions recorded or to be recorded in the public records of said county at or about the time of the filing of these Articles with the Department of State of the State of Florida. Each such person, including the Developer, upon acquisition of title to such real property, automatically shall become a Resident Member of this corporation which membership shall terminate automatically upon such person's being divested of such title, regardless of the means or method of such divestment. Where two or more persons are the joint or common owners of such real property under any estate recognized by Florida law, one, and only one of such persons, who shall be designated by all of such joint or common owners, shall be considered a Resident Member for purposes of voting on matters coming before the membership for vote. Where a corporation owns such real property, one, and only one of its stockholders shall become a Resident Member for purposes of voting on matters coming before the membership for vote.

(c) On all matters on which the Resident Members shall be entitled to vote, each Resident Member who is current in all respects in payment of all assessments and all the installments thereof due the Association shall be entitled to one vote for each and every "building plot" (as defined in said Plummers Cove Declaration of Restrictions) such member owns in Plummers Cove.

(d) When the Developer no longer owns any real property within Plummers Cove, the Developer shall cease to be a member of this corporation and thereafter there shall be only one class of members, Resident Members.

ARTICLE V

This corporation shall have perpetual existence.

ARTICLE VI

The names and residence addresses of the subscribers hereto are:

<u>Name</u>	<u>Street Address</u>
George C. Dickerson	1886 Montgomery Place Jacksonville, Florida 32205
Jack C. Demetree	7262 San Pedro Road Jacksonville, Florida 32217
Fred C. Schramm, Jr.	9910 Merlin Drive East Jacksonville, Florida 32217

ARTICLE VII

The activities and affairs of the corporation shall be managed by a Board of Directors who shall be elected by a majority vote of the Resident Members (including the Developer Member) at the annual meeting thereof or at such other time as may be specified in the By-Laws. The number of the Directors shall be fixed by the By-Laws, but in no event shall the number be less than three. The first Board of Directors, who shall serve until removed and replaced by the Developer or until the Resident Members other than the Developer Member are entitled to vote for Directors shall consist of:

<u>Name</u>	<u>Street Address</u>
George C. Dickerson	1000 Riverside Avenue Jacksonville, Florida 32204
Jack C. Demetree	6915 Beach Boulevard Jacksonville, Florida 32216
Fred C. Schramm, Jr.	6915 Beach Boulevard Jacksonville, Florida 32216

All vacancies in the Board of Directors shall be filled as provided in the By-Laws. At least a majority of the members of the Board of Directors elected by the Resident Members other than the Developer Member shall be members of the corporation.

Until the Resident Members other than the Developer Member are entitled to elect Directors as hereinafter provided in this paragraph, the Developer Member shall have full and complete and exclusive authority to determine from time to time who the members of the Board of Directors shall be and the manner of selection and appointment of same as well as the tenure thereof. Notwithstanding any of the foregoing provisions of this Article VII, when Resident Members other than the Developer Member represent fifteen percent (15%) or more of the number of building plots in Plimmers Cove, the Resident Members other than the Developer Member shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors and Resident Members other than the Developer Member shall be entitled to elect not less than a majority of the Board of Directors of the corporation three (3) years after sales by the Developer have been closed on fifty percent (50%) of such building plots or three (3) months after sales by the Developer have been closed on ninety percent (90%) of such building plots or when none of such building plots are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. However, the Developer Member

shall be entitled to select not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business any building plot within Plummers Cove. For purposes of these Articles of Incorporation, it is intended by the Developer that Plummers Cove will consist of 24 building plots.

The Board of Directors may by resolution designate an Executive Committee, to consist of three or more of the Directors of the corporation, which, to the extent provided in said resolution or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the affairs of this corporation.

The Board of Directors may deal with and expend the income and principal of the corporation in such manner as in the judgment of the Board will best promote its purposes.

The By-Laws may confer powers upon the Directors in addition to the foregoing and other powers and authorities expressly conferred upon them by statute.

ARTICLE VIII

The officers of the corporation, who shall manage its affairs under the direction of the Board of Directors, shall be a President, a Secretary, a Treasurer and such number of Vice Presidents and other officers as the Board of Directors from time to time may elect or appoint. The officers shall be elected at the annual meeting of the Board of Directors or at such other time as may be specified in the By-Laws and shall hold office for such period of time as the By-Laws shall provide.

The names of the officers who are to serve until the first election or appointment under these articles of incorporation are:

George C. Dickerson	President
Jack C. Demetree	Vice President, Secretary and Treasurer
William C. Demetree	Vice President
Fred C. Schramm, Jr.	Assistant Secretary

ARTICLE IX

The Board of Directors, by a vote of a majority of those present at any meeting at which a quorum is present, may adopt, make, alter, amend or rescind the By-Laws of the corporation.

ARTICLE X

Upon the dissolution or liquidation of this corporation, whether voluntary or involuntary, all of its funds and other assets remaining after payment of all costs and expenses of dissolution or liquidation shall be distributed and paid over entirely and exclusively to an organization or organizations which have qualified for exemption under

Section 501(c) (3) of the Internal Revenue Code, or to the federal government, or to a state or local government, for a public purpose. None of the funds or assets and none of the income of this corporation shall be paid over or distributed to any member, officer or director of this corporation.

ARTICLE XI

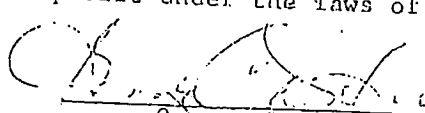
This corporation shall not have or issue any shares of corporate stock.

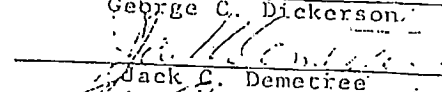
ARTICLE XII

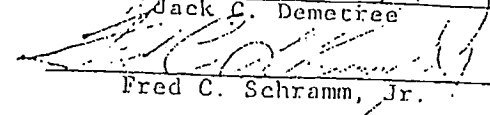
An amendment to these Articles of Incorporation shall first be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors. Upon any amendment to these Articles of Incorporation being so proposed, such proposed amendment shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who thereupon shall call a special meeting of the Resident Members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment. It shall be the duty of the Secretary or, in his absence, of an Assistant Secretary to give to each Resident Member written notice of such meeting stating the time and place thereof and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed by United States mail, postage prepaid, to each Resident Member not less than ten (10) nor more than thirty (30) days prior to the date set for such meeting. At such meeting, the proposed amendment in order to become effective, must be approved by a two-thirds (2/3) affirmative vote of the Resident Members. Thereupon, such amendment shall be transcribed and acknowledged by the President or a Vice President and by the Secretary or Assistant Secretary of the corporation as having been duly adopted, and the original thereof so acknowledged shall be filed with the Department of State of the State of Florida in the manner required for articles of incorporation of corporations not-for-profit. These Articles of Incorporation shall be amended and the amendment incorporated therein when the amendment has been so filed and all filing fees have been paid. This corporation reserves the right to alter, amend, change or repeal any provisions contained herein.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation may be adopted which shall make any changes in the qualifications for membership or in the voting rights of Resident Members without the prior written consent of all Resident Members and all financial institutions holding of record any first mortgage upon any part of the property in Plummers Cove.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 12th day of September, 1976, for the purpose of establishing this corporation not-for-profit under the laws of the State of Florida.


George C. Dickerson (SEAL)


Jack C. Demetree (SEAL)

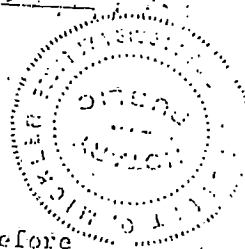

Fred C. Schramm, Jr. (SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before
me this 12th day of September, 1976, by George C. Dickerson.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: Oct 1, 1977

(Notarial Seal)

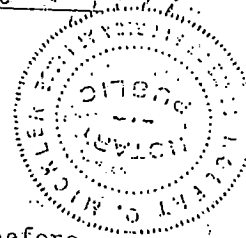


STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before
me this 13th day of September, 1976, by Jack C. Demetree.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: Oct 1, 1977

(Notarial Seal)

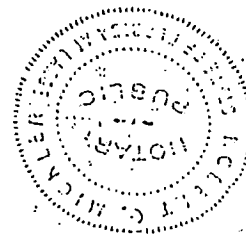


STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before
me this 13th day of September, 1976, by Fred C. Schramm, Jr.

[Signature]
Notary Public, State of Florida
at Large
My commission expires: Oct 1, 1977

(Notarial Seal)



ORIGINAL COPY

BY-LAWS

OF

HOMEOWNERS' ASSOCIATION OF PLUMMERS COVE, INC.

ARTICLE I

Office: Seal.

Section 1. The principal office of the corporation shall be located in Duval County, Florida. The corporation may have such additional offices as the Board of Directors from time to time may determine.

Section 2. The corporate seal of the corporation shall have inscribed thereon the name of the corporation and the words "Florida corporation not-for-profit - 1976 - Seal".

ARTICLE II

Members

Section 1. There shall be one class of Member in this corporation known as Resident Members, and the qualification of the Members, the manner of their admission and removal and the voting rights of such Members shall be as specified in the Articles of Incorporation.

Section 2. The annual meeting of the members shall be held on the third Monday in January in each year, if not a legal holiday, and if a holiday, then on the next business date following, beginning with the year 1978, at 7:00 o'clock in the evening, or at such other time and date as may be determined by the Board of Directors. All meetings of the members shall be held at the office of the corporation in the City of Jacksonville, Florida; or at such other place as may from time to time be determined by the Board of Directors and specified in the notice of such meeting.

Section 3. The number of persons entitled to cast a majority of the votes of all the Resident Members eligible to vote in person or by proxy, shall be requisite at all meetings of Members to constitute a quorum for the election of direction on the transaction of other business. Proxy vote will be acceptable only if related to the following matters of association business.

- (a) Election of Directors.
- (b) Approval of annual budget.
- (c) Special assessments.
- (d) Changes in the Declaration of Restrictions.
- (e) Changes in the By-Laws.
- (f) Changes in the Articles of Incorporation.

In votes for any other matter of association business, a quorum shall consist of:

- (a) A majority of the Board of Directors.
- (b) Those Resident Members present at a meeting which was called using the proper notice as indicated in Section 5 of Article II of the By-Laws.

Section 4. At the annual meeting of the members, the members shall elect or otherwise designate the Board of Directors to serve until their successors shall be chosen and qualified as provided in the Articles of Incorporation.

Section 5. Notice of the annual meeting of the members shall be mailed by the Secretary or Assistant Secretary to each member at least five (5) days prior to the meeting, but failure to mail such notice to members not entitled to vote shall not affect the validity of any action taken at such meeting.

Section 6. Special meetings of the members may be called by the President or by a majority of the Board of Directors or by any six (6) Resident Members entitled to vote.

Section 7. Notice of each special meeting of the members, stating in substance the business proposed to be transacted, shall be mailed by the Secretary or Assistant Secretary to each member at least three (3) days prior to the meeting.

Section 8. At any meeting of the Resident Members, except as otherwise provided in the Articles of Incorporation or herein, all actions shall be decided by a majority vote of those members present, in person or by proxy, and eligible to vote.

Section 9. No notice of any meeting of the members shall at any time be required to be published in any newspaper.

Section 10. The members shall not have any vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the corporation, or any right, interest or privilege which may be transferable or inheritable, or which shall continue if membership ceases.

ARTICLE III

Board of Directors

Section 1. The property, affairs and activities of the corporation shall be managed and controlled by a Board of five (5) Directors. All Directors shall be Resident Members of the corporation elected in accordance with these By-Laws.

Section 2. All Members of the Board of Directors shall hold office for a term of three (3) years and until their successors are duly chosen and qualified.

Section 3. Each succeeding Director shall be initially elected for a term extending one (1) year beyond the then current term of the most recently elected Director so that, ultimately the Board of Directors will, except for death and resignation, be occupied by Members serving under staggered terms.

Section 4. Election of Directors shall be conducted at each Annual Meeting of the Members in the following manner.

- (a) Each Director shall be elected by a plurality of the votes cast by the Resident Members at the Annual Meeting of the Members of the Corporation. However, no such Resident Member may cast more than one (1) vote for any person nominated as a Director, it being the intent here of that voting for Directors shall be non cumulative.
- (b) Any Director may be removed by the concurrence of two-thirds (2/3) of the votes of all the Resident Members entitled to vote at a special meeting of the Resident Members called for that purpose.
- (c) Any vacancy in the Board of Directors shall be filled for the unexpired term of the Director whose resignation, death or removal from the Board necessitated the vacancy by the remaining Board of Directors, except should any vacancy in the Board of Directors be created by removal of a Director such vacancy shall

be filled by vote of such Resident Members at the meeting at which the former Director was removed.

Section 5. Regular meetings of the Board of Directors may be held at such time and place as may from time to time be determined by resolution of the Board, and if so determined by resolution of the Board, and if so determined by such resolution, may be held without further notice.

Section 6. Special meetings of the Board may be called by the President on not less than twenty-four (24) hours' notice to each Director and special meetings in like manner shall be called upon the request in writing of a majority of the Directors.

Section 7. The presence of a majority of the members of the Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business. The action of a majority of those present shall be deemed to be and shall constitute the action of the Board.

ARTICLE IV

Officers of the Corporation

Section 1. The officers of the corporation shall be a President, a Secretary, a Treasurer and such number of Vice Presidents, Assistant Secretaries and other officers as the Board may from time to time elect or appoint. All officers elected or appointed by the Board shall hold their respective offices only at and during the pleasure of the Board of Directors.

Section 2. Any person may hold two or more offices, except that the President shall not be also the Secretary or Assistant Secretary; but in no case shall one person sign a single instrument of any kind in more than one capacity. Officers need not be members of the corporation or of the Board of Directors.

Section 3. President. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and directors, shall have active and general management of the affairs of the corporation, and shall see that all orders and resolutions of the Board are carried into effect. He shall be ex officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

Section 4. Vice President. A Vice President, if and when elected, shall perform such duties as may be assigned by the Board of Directors or by the President.

Section 5. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors and the minutes of the meetings of the members; he shall attend to the giving and serving of all notices of the corporation; he shall have charge of such books and papers as the Board may direct; and perform all the duties incidental to this office. Assistant Secretaries, if and when elected, shall perform such duties in the absences of the Secretary.

Section 6. Treasurer. The Treasurer shall have the care and custody of all of the funds and securities of the corporation and shall deposit the same in the name of the corporation in such banks or depositories as the Board of Directors may from time to time select.

Section 7. Other Officers. The other officers of the corporation shall perform such duties as may be assigned by the Board of Directors or by the President.

ARTICLE V

Checks for Money, Contracts

All checks, drafts or orders for the payment of money shall be signed by such officers or other persons as the Board of Directors may, by resolution from time to time, determine except that in all cases two signatures will be required. All contracts entered into by the corporation shall be valid when signed by the President, except all contracts must have the approval of a majority of the Resident Members present at a duly called meeting, if the contract exceed one (1) year duration or does not contain a 30-day cancellation notice without penalty.

ARTICLE VII

Notice. Waiver of Notice.

Section 1. Whenever, under the provisions of any statute or the Articles of Incorporation or any of these By-Laws, notice is required to be given to any director, officer or member, it shall not be construed to require personal notice, but such notice may be given in writing, either personally or by depositing the same in a post office or letter box in a postpaid, sealed wrapper, or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such director, officer or member at his address as the same appears in the records of the corporation; and the time when the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 2. Any member or director may waive in writing or by telegraph any notice required to be given under any provisions or any statute, or of the Articles of Incorporation or of these By-Laws, either before, at or after the meeting or other event of which notice is so provided; and all members or Directors present at any meeting shall be deemed to have waived any and all notice thereof..

ARTICLE VIII

Reimbursement and Indemnification
of Directors and Officers

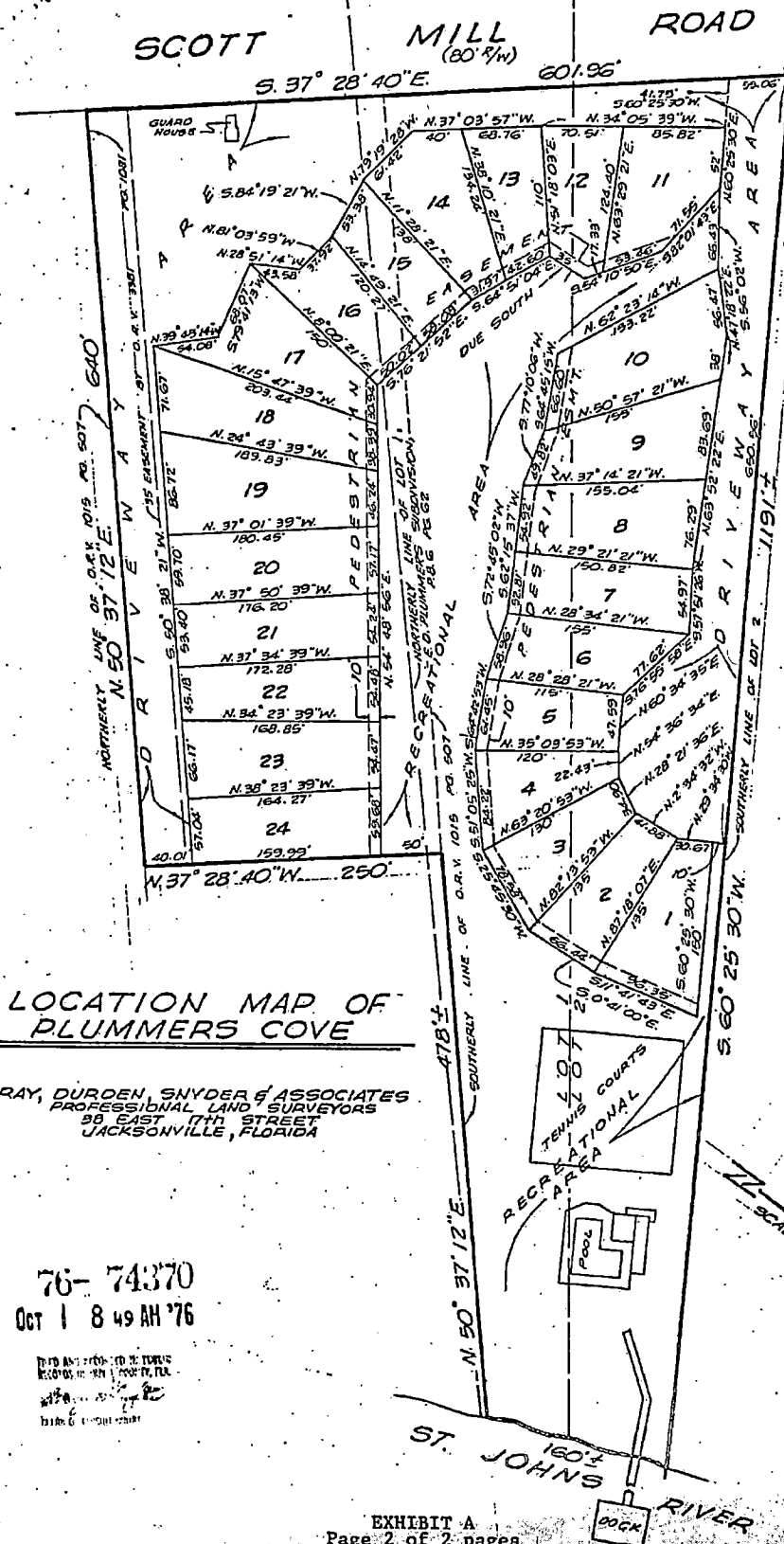
The corporation shall indemnify and hold harmless each person who shall serve at any time as a Director or officer of the corporation from and against any and all claims and liabilities to which such person shall or may become subject by reason of his having heretofore or hereafter been a Director or officer of the corporation, or by any reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such Director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, except that no such person shall be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability which shall be finally adjudged to have arisen out of his own negligence or misconduct. The rights accruing to any person under the foregoing provisions of this Article shall not exclude any other right to which he lawfully may be entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically provided for herein. The corporation, its Directors officers, employees and agents, shall be fully protected in taking any action or making any payment under this Article or in refusing so to do, in reliance upon the advise of counsel.

ARTICLE IX

Maintenance Assessments

The Board of Directors of this corporation shall have the right and power to assess, collect and enforce annual maintenance assessments as provided in the Plummers Cove Declaration of Restrictions applicable to said development.

VOL 4241 PG 916
OFFICIAL RECORDS



LOCATION MAP OF PLUMMERS COVE

RAY, DURDEN, SNYDER & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
38 EAST 17TH STREET
JACKSONVILLE, FLORIDA

76- 74370
OCT 1 8 49 AM '76

THIS MAP WAS PREPARED BY THE
RECORDS SECTION OF THE
FLORIDA DEPARTMENT OF
NATURAL RESOURCES

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

March 17, 2020

Charles W. Brown, Jr.
Crabtree Law Group, P.A.
8777 San Jose Boulevard
Building A, Suite 200
Jacksonville, Florida 32217

**Re: Homeowners Association of Plummers Cove, Inc.; Approval;
Determination Number: 20074**

Dear Mr. Brown:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Homeowners Association of Plummer Cove, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

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

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

Charles W. Brown, Jr., Esq.
March 17, 2020
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

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

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

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

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.