

**ARTICLES OF INCORPORATION  
OF  
RIDAUGHT LANDING THREE ASSOCIATION, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned natural persons, all of whom are citizens of the State of Florida, acting as incorporators under the laws of the State of Florida, Chapter 617, Florida Statutes, applicable to corporations not for profit, do hereby adopt the following Articles of Incorporation for such corporation.

**ARTICLE ONE**

The name of the corporation shall be RIDAUGHT LANDING THREE ASSOCIATION, INC..

**ARTICLE TWO**

The corporation is a non-profit corporation.

**ARTICLE THREE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE FOUR**

This Association is formed to be the corporate entity which is to be responsible for the common areas, storm and/or surface water management systems, and for the performance of certain duties and the enforcement of certain rights as provided in the Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in CLAY County, Florida, for all phases of the subdivision to be known as RIDAUGHT LANDING UNIT 3 and located in CLAY County, Florida.

The Association shall operate, maintain and manage the stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 4-019-0047E requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

The assessments shall be used for the maintenance and repair of the stormwater management systems including but not limited to

work within retention areas, drainage structures and drainage easements.

#### ARTICLE FIVE

The members of the corporation shall be all fee simple lot owners in all phases of the subdivision to be known as RIDAUGHT LANDING UNIT 3 in CLAY County, Florida. Upon the purchase of a lot, the lot owners shall automatically become Class A members as defined in the covenants and restrictions of RIDAUGHT LANDING UNIT 3 to be recorded. Membership shall be appurtenant to, and inseparable from, ownership of a lot.

#### ARTICLE SIX

The street address of the initial principal business office of the corporation is 3030 Hartley Road, #290, Jacksonville, Florida 32257. The address of the registered office and the name of the initial Registered Agent are: CLIFFORD B. NEWTON, 10192 San Jose Boulevard, Jacksonville, Florida, 32257.

#### ARTICLE SEVEN

This corporation shall never have less than THREE (3) Directors. The number of Directors constituting the initial Board of Directors of the Corporation is THREE (3) and the names and addresses of the persons who are to serve as the initial Directors until the first election shall be as follows:

1. KENNETH L. JOHNS, JR.  
3030 Hartley Road, #290  
Jacksonville, Florida 32257
2. STEVEN MITCHELL  
3030 Hartley Road, #290  
Jacksonville, Florida 32257
3. DEBORAH DUNBAR  
3030 Hartley Road, #290  
Jacksonville, Florida 32257

Directors shall serve and be appointed as provided in the By-Laws of the Association.

#### ARTICLE EIGHT

The names and addresses of the Subscribers to these Articles of Incorporation are listed in Article Seven above.

#### ARTICLE NINE

The affairs of the Corporation are to be managed by the



Officers of the Corporation who shall be appointed by the Board of Directors. The names, addresses and offices of the persons who are initially to serve as officers of the Corporation are as follows:

KENNETH L. JOHNS, JR. - President  
3030 Hartley Road, #290  
Jacksonville, Florida 32257

STEVEN MITCHELL - Vice President  
3030 Hartley Road, #290  
Jacksonville, Florida 32257

DEBORAH DUNBAR - Secretary  
3030 Hartley Road, #290  
Jacksonville, Florida 32257

#### ARTICLE TEN

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. If the association is dissolved, the assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

#### ARTICLE ELEVEN

The power to alter, amend or repeal the By-Laws or Articles of Incorporation or to adopt new By-Laws shall be vested in the Board of Directors. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with the law or with the Articles of Incorporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13<sup>th</sup> day of December, 1993.

Kenneth L. Johns, Jr.  
KENNETH L. JOHNS, JR.

Steven Mitchell  
STEVEN MITCHELL

Deborah H. Dunbar  
DEBORAH DUNBAR

19 87.00  
Prepared By and Return To:  
Clifford B. Newton, Esquire  
Newton, Hurst & Almand  
10192 San Jose Boulevard  
Jacksonville, Florida 32257



Page 1  
Rec: 11/29/93  
03:44 P.M.  
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John Keene  
Clerk Of Courts  
Clay County, FL

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIDAUGHT LANDING UNIT 3

THIS DECLARATION is made on the date hereinafter set forth by  
HUTSON LAND GROUP, INC., a Florida corporation, hereinafter  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain  
properties in Clay County, Florida, being more particularly  
described as:

RIDAUGHT LANDING UNIT 3, as recorded in Plat Book 25,  
Pages 27, 28, 29, 30, 31 and 32, of the public records of  
Clay County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold, and conveyed  
subject to the following easements, restrictions, covenants,  
agreements and conditions, which are for the purpose of protecting  
the value and desirability of, and which shall run with, the real  
property and be binding on all parties having any right, title or  
interest in the described properties or any part thereof, their  
heirs, successors, and assigns, and shall inure to the benefit of  
each owner thereof. Any person accepting a deed to any portion of  
the property shall be deemed to have agreed to all of the  
easements, restrictions, covenants and agreement as set forth  
herein.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to the Ridaught Landing  
Three Association, Inc., a Florida corporation not for profit, its  
successors and assigns.

2. "Owner" shall mean and refer to the record owner, whether  
one or more persons or entities, of a fee simple title to any lot  
which is a part of the properties, including contract sellers, but



excluding those having such interest merely as security for the performance of an obligation.

3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

5. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

6. "Declarant" shall mean and refer to Hutson Land Group, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

8. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

9. "Plat" shall mean the subdivision plat of Ridaught Landing Unit 3 recorded in Plat Book 25, pages 27, 28, 29, 30, 31 and 32, of the public records of Clay County, Florida.

#### ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to

any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Area and facilities to the members of such owner's family, tenants, or contract purchasers who reside on the property.

### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have two classes of voting membership: CLASS A - Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.



CLASS B - The Class B member shall be the Declarant and shall be entitled to one hundred votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the Declarant has conveyed one hundred percent (100%) of the lots in the subdivision; or
- b) when Declarant requests that Class B membership be converted to Class A membership.

#### ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas, islands in roadways, entranceway, perimeter fence, and the storm and/or surface water management system and shall have the right to utilize the private easements shown on the Plat for such purposes.

Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the Property.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$60.00 per year per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 10% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

c) The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto; provided



that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Clay County, Florida. No lot owned by the Declarant or a Builder shall be subject to any assessment until a residence has been constructed thereon and occupied. Model homes are specifically exempt. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on

a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owner's lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.



2. Declarant's Right to Resubdivide, Replat or Assign.

Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water

Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 4-019-0047E authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit. Specifically, the owners of lots requiring rear lot water treatment are required to install rear lot water treatment at the time of house construction in accordance with the terms and conditions of the said permit and said owners or their heirs, successors or assigns shall be responsible for the continuing compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof.

4. Sidewalks. When a dwelling is constructed on any lot, or

within twenty-four months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the county approved engineering plan for the subdivision. All sidewalks must conform to county standards.

5. Garage. Unless otherwise approved by Declarant, each home

shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages must

have doors which shall be maintained in a useful condition and shall be kept closed when not in use. One-car garages or carports may be permitted, if specifically approved by Declarant.

6. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the Architectural Control Committee.

7. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. No exposed block or built up roof will be permitted in the construction of any dwelling. Approval shall be as provided in paragraph 25 below. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. No fence, wall, bulkhead or structure of any kind will be permitted below the top of the slope of the lake bank as shown on the final survey on waterfront lots without the prior approval of the Architectural Control Committee. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the Architectural Control Committee and shall be capable of being withdrawn should the terms and conditions set forth by the Architectural Control Committee not be complied with by the lot owner to whom such exception is granted. The decision to grant such exception is discretionary with the Architectural Control Committee and the decision to not grant such an exception shall not be subject to judicial review.

8. Dwelling Size. Unless specifically approved in writing by the Architectural Control Committee, no dwelling shall be permitted on any lot unless the ground floor area of the main structure,

exclusive of one-story open porches and garages, shall contain at least 1,000 square feet for a one-story dwelling and at least 800 square feet for the ground floor of a dwelling of more than one story, with at least 1,200 square feet for both stories combined.

9. Building Location. No building shall be located on any lot nearer than 20 feet to the front line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any lot nearer than 15 feet to the rear lot line, or nearer to the rear lot line than the rear building restriction line. No dwelling shall be located closer than 10 feet from any existing dwelling. The Declarant shall be empowered to issue a variance in regard to the above measurements as it may deem prudent, and the Declarant may assign such power.

10. Lot Area. No dwelling shall be erected or placed on any lot having an area of less than 6,000 square feet.

11. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a 3/4 ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Control Committee.



13. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

14. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

15. Mailboxes. Declarant shall provide locations and construct cluster mailbox receptacles, as approved by the United States Postal Service. No individual lot owner shall cause to be constructed any mailbox facility other than those provided by the Declarant.

16. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood unless otherwise approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Chain link fences will not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

17. Signs. No sign of any kind shall be displayed to the public view on any lot without the prior written approval of the

Architectural Control Committee except one sign of not more than two square feet advertising the property for sale, or after one (1) year from the closing date on the Lot, one sign of not more than two (2) square feet advertising the property for rent, or signs used by a builder to advertise the property during the construction and sales period. The entranceway identification sign shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The Architectural Control Committee shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

18. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

20. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

21. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed.

22. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other

waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

23. Motorists' Vision to Remain Unobstructed. The Declarant shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any lot, if the location of same will, in the sole judgment and opinion of the Declarant, obstruct the vision of motorists upon any of the streets.

24. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Architectural Control Committee, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the waters' edge. It is the responsibility of each lot owner to seed or sod and maintain the area between the front property line of his lot and the street, as well as the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double frontage lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding, seeding and mulching, or other methods which may be deemed appropriate.

25. Architectural Control Committee.

a) Membership. The Architectural Control Committee shall be composed of three (3) persons appointed by Declarant. A majority of the committee may designate a representative to act for



it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as Declarant owns any lots in the subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the Association shall have the power and right to elect the members of the committee, to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.

b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

26. Conservation Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as jurisdictional wetlands.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

This easement may be amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Clay County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

A. The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

a) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

c) Removal or destruction of trees, shrubs or other vegetation, except trimming or pruning permitted by the Declarant.

d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

e) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

f) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

B. The following activities shall constitute permitted activities (the "Permitted Activities"):

a) Trails.

b) Any activities for passive recreational purposes, such as those listed in a) above, which do not require the removal or destruction of vegetation or the dumping or placing of landfill.

c) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 4-019-0047E.

27. Utility Lines. All water, sewer, electrical, telephone, television, gas and other utility lines shall be placed

underground. No antennas or satellite dishes of any kind shall be placed on any lot.

28. Air Conditioning Units. No air conditioning units may be installed in any window.

29. Roadways. No one, other than Declarant, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed. Unless approved in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot, shall be permitted.

30. Utility Provisions. Kingsley Service Company or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from Kingsley Service Company or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by Kingsley Service Company or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Kingsley Service Company has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the Plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

31. Drainage and Utility Easements. The Declarant hereby reserves unto itself a perpetual alienable and releasable privilege and right on, and under the ground to construct, maintain and use



electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities on, in or over a 7.5 foot strip at the back and a 5 foot strip along each side of each lot. The said Declarant shall have the unrestricted right and power to release said easement. The private easements noted on the Plat are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns.

32. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right but not the obligation to enforce the provisions of this Declaration.

33. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

34. Indemnification. The owner or owners of all lots abutting the lakes within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant, as set forth in the Plat, and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or property damage, or any other damage arising from or out of any occurrence in, upon or at or from the lakes as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners,

owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

35. Reservation for Subdivision Improvements. Hutson Land Group, Inc. reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

36. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the subdivision; b) to amend these covenants and restrictions at any time if, in the discretion of the Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Declarant may assign its right to release such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the approval of the St. Johns River Water Management District.

37. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate

any of these covenants and restrictions, it shall be lawful for the Declarant or the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 15<sup>th</sup> day of December, 1993.

Signed, sealed and delivered in the presence of:

Elaine C. Cox  
ELINE C. COX  
Steven J. Mitchell  
STEVEN J. MITCHELL  
State of Florida  
County of Duval

HUTSON LAND GROUP, INC.

By: Donald P. Hinson  
Donald P. Hinson  
Its President

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1993, by Donald P. Hinson, as President of HUTSON LAND GROUP, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

Deborah H. Dunbar  
Notary Public, State of Florida

My commission expires:



DEBORAH H. DUNBAR  
My Commission CC280601  
Expires May 25, 1997  
Bonded by AMS  
800-852-6878



PREPARED BY AND RETURN TO:  
Barry B. Ansbacher  
Ansbacher & McKeel, P.A.  
8818 Goodbys Executive Drive, Suite 100  
Jacksonville, Florida 32217  
File 090103 #2

INSTR # 2009031927  
OR BK 3122 Pages 111 - 127  
RECORDED 07/01/09 09:58:25  
JAMES B. JETT CLERK CIRCUIT COURT  
CLAY COUNTY  
DEPUTY CLERK HAMPSHIRET RE#1

**AMENDED  
AND  
RESTATED  
BYLAWS  
OF  
RIDAUGHT LANDING  
THREE ASSOCIATION,  
INC.  
ADOPTED  
JUNE 29, 2009**

***NOTICE TO CLOSING AGENTS: Section 12.3 requires specific verbiage  
on all deeds or the grantor and grantee may be subject to fines.***

**AMENDED AND RESTATED  
BYLAWS  
OF  
RIDAUGHT LANDING THREE ASSOCIATION, INC.**

A Corporation Not for Profit  
Under the Laws of the State of Florida

These are the Amended and Restated Bylaws of **RIDAUGHT LANDING THREE ASSOCIATION, INC.** (hereinafter for convenience called "Association"), a corporation not for profit, incorporated under the laws of the State of Florida.

**ARTICLE I  
ASSOCIATION**

**Section 1.1**           **Office.** The office of the Association shall be at such place as shall be selected by a majority of the Board of Directors from time to time.

**Section 1.2**           **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**Section 1.3**           **Seal.** The corporate seal of the Association shall consist of two concentric circles, between the edges of which shall be engraved the words: RIDAUGHT LANDING THREE ASSOCIATION, INC., Florida, Not for Profit, and across the center thereof the words: Corporate Seal, as shown by an imprint of such seal in the margin of these Bylaws. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

**Section 1.4**           **Purpose.** The Association has been organized for the purpose of performing the functions outlined in the Declaration and specifically for the purpose of the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District or other governmental agencies pursuant to the permits issued and other applicable rules and regulations.

**ARTICLE II  
DEFINITIONS**

**Section 2.1**           **Declaration:** "Declaration" means the *Declaration of Covenants, Conditions and Restrictions for Ridaught Landing Unit 3* recorded in Official Records Volume 1485, page 2113 of the Official Records of Clay County, Florida, as modified, supplemented, amended and restated from time to time.

**Section 2.2**            **Association:** "Association" means the Ridaught Landing Three Association, Inc., a Florida corporation, its successors and assigns.

**Section 2.3**            **Governing Documents:** "Governing Documents" means the Declaration; the Articles of Incorporation for the Association as modified, supplemented, amended and restated from time to time; and these bylaws as modified, supplemented, amended and restated from time to time, and any rules adopted by the Board from time to time.

**Section 2.4**            **Board:** "Board" or "Board of Directors" means the Board of Directors of the Association. "Director" means a person serving on the Board. The Board shall consist of 5 Directors; however by a vote of the Board, the number of Directors elected at the next annual meeting of the Members may be changed to not less than three (3) or not more than five (5) persons.

**Section 2.5**            **Community Association Manager:** "Community Association Manager" means a natural person providing community association management services to the Association. The Community Association Manager is an employee or officer of the community association management firm hired by the Association.

All definitions in the Declaration or Articles of Incorporation shall have the same meaning when used in these bylaws.

### **ARTICLE III** **MEMBERSHIP**

The Members of the Association shall be those persons described in Article III, Section 2 of the Declaration. The Class B Membership has terminated, and there is only a Class A Membership.

### **ARTICLE IV** **VOTING RIGHTS**

The Owner of each Lot ("Owner") shall have one (1) vote on all matters. Where more than one person owns an interest in a Lot then the vote for the Lot shall be exercised as determined by all such persons; however, in no event may more than one (1) vote be cast for each Lot. If there is a dispute amongst the persons or entities which own a Lot regarding who is entitled to exercise the voting rights, or if more than one vote is received for a Lot, then the Board shall disregard the vote cast for the Lot, but if the vote for such Lot would affect the outcome of the matter being decided, then the Board shall determine the vote of the Lot by the first ballot received.



## **ARTICLE V**

### **BOARD OF DIRECTORS**

**Section 5.1**            **Quorum.** A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

**Section 5.2**            **Vacancies.** Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall be appointed to fill the unexpired term of the new appointee's predecessor in office and until a successor shall have been elected and/or appointed and qualified. Any Director appointed to fill a vacancy must be an Owner and a full time resident at the Lot.

## **ARTICLE VI**

### **ELECTION PROCEDURE**

**Section 6.1**            **Election of Directors.** Candidates must be an Owner to be eligible to serve as a Director. The Directors must be owners and reside in the subdivision. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. No cumulative voting shall be permitted. The persons receiving the largest number of votes shall be elected.

**Section 6.2**            **Quorum for Elections.** An election of the Board of Directors shall not be valid unless at least twenty (20%) percent of the total eligible Members cast ballots in the election. The members of the Board of Directors shall be elected by plurality vote. The candidate for each position which receives the most votes shall be deemed elected.

**Section 6.3**            **Nominating Committee; Voting Procedure.**

(a) Elections of Directors shall take place at the annual meeting of Members. A nominating committee, appointed by the Board at least seventy five (75) days prior to the Annual Meeting (the "Nominating Committee") shall endeavor to solicit and nominate qualified candidates to serve as Directors. Members of the Board may be members of the Nominating Committee.

(b) The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion determine. Within forty five (45) days prior to the date of the annual meeting of Members, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. Such nominations shall be made from among Members whose assessments are current and from Members who are not otherwise in violation of the Governing Documents.

(c) Self-nominations and nominations by petition may also be made by Members by a petition signed by the person desiring to serve as a Director and signed by at least three (3) other Members who are current with their assessment payments. Such nominations must be submitted to the Secretary of the Association at least 30 days prior to the annual meeting of the Members. Nominations by other means required by Chapter 720 Fla. Stat. shall also be allowed.

#### **Section 6.4                      Ballots. (vote by proxy)**

(a) All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies. Such ballots shall be prepared and mailed with a self addressed return envelope by the Secretary or individual designated by the Secretary, to the Members at least fourteen (14) days in advance of the date set forth therein for a return. Upon receipt of such ballots Members may, in respect to each vacancy, cast as many votes for the persons nominated by the Nominating Committee as they are entitled to exercise under the provisions of the Articles of Incorporation and these Bylaws.

(b) The completed ballots shall be returned to the Secretary at the principal office of the Association, or at such other address as designated upon each ballot.

(c) Upon receipt of each ballot the Secretary, or the individual designated by the Secretary, shall immediately place it in a safe or other locked place until the Annual Meeting. On such date, the ballots shall be turned over to a canvassing committee appointed by the Board of Directors.

**Section 6.5                      Annual Meeting.** At the Annual Meeting, prior to announcing the vote, the President or presiding officer shall accept nominations to serve on the Board from Members who were not already included on the ballot. Any Member may nominate himself or herself at such time.

If there are no new nominations, then the President or presiding officer shall announce the results from the written ballots and the persons elected by the highest vote of all voting Members.

If, however, there are any new nominations then the President or presiding officer shall allow Members to alter their written ballot to vote for the newly nominated person(s) in lieu of their original choice. If new votes are cast, then the ballots shall be recounted by the canvassing committee and the persons elected by the highest vote shall be announced.

Newly elected Directors shall assume office immediately upon adjournment of the Annual Meeting at which they are elected and shall serve until the sooner of, they resign,

are removed from office as allowed or required by the Governing Documents, or until their successors are elected.

If no quorum in person or by proxy is in attendance at the annual meeting, then the current Directors shall continue in office until they resign, are removed, or until an annual meeting of the Members wherein a quorum is achieved is held.

**Section 6.6**            **Removal of Director.** A Director may be removed, with or without cause, by the Members in the manner set forth in §720.303(10), Fla Stat. If a Director should no longer be an Owner or no longer reside in the subdivision, then the Director must resign their office. A Director may also be removed upon the affirmative vote of two-thirds of the Board in the event a Director fails to attend three (3) consecutive meetings of the Board or if a Director shall engage in behavior or activities that cast the Board or the Members in an unfavorable light. If a Director is removed, the Board of Directors shall replace such Director in accordance with the provisions of Section 5.2.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 7.1**            **Powers.** The Board of Directors shall have the powers set forth in the Declaration, or in the Articles of Incorporation. The Board shall exercise for the Association all powers, duties and authority vested in or delegated to the Association other than those powers which are not explicitly reserved to the membership and require a vote of the Members.

**Section 7.2**            **Duties.** It shall be the duty of the Board of Directors:

7.2.1.            To keep a complete record of all its acts and corporate affairs and to make reports thereon to the Members at the annual meeting of the Members.

7.2.2.            To supervise all officers, agents and employees of the Association.

7.2.3            Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessments, send written notice of each assessment to every Member subject thereto, and to file and foreclose liens against any property for which assessments are not paid.

7.2.4            Contract with any person or entity for the performance of any duties and functions.

7.2.5.            To prepare a roster of the Lots and assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member thereof and to send written notice of each assessment to every Member subject thereto.



7.2.6. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and if not, identifying the amount of any unpaid assessment and the period to which such unpaid assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any assessment therein stated to have been paid.

7.2.7. To obtain and maintain various policies of insurance for the protection of the Association covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.2.8 The Board of Directors shall also have the right to appoint the Architectural ACC.

## **ARTICLE VIII**

### **DIRECTORS MEETINGS**

**Section 8.1** **Time and Place.** Meetings of the Board of Directors may be held at any place specified by the Board of Directors within Clay County Florida. Regular meetings of the Board of Directors may be held at such time as shall from time to time be determined by the Board of Directors.

**Section 8.2** **Special Meetings.** Special meetings of the Board of Directors shall be held (i) when called by an officer of the Association; (ii) upon request of any two (2) Directors; or (iii) upon request of twenty (20) percent of the Members by petition pursuant to §720.303(2)(d) Fla. Stat.

**Section 8.3** **Notice.** Notices of all regular and special meetings of the Board of Directors shall be given either in accordance with these procedures, or as permitted by §720.303(2)(c) Fla. Stat.

8.3.1. Notices shall be given at least forty-eight (48) hours in advance of the meeting, except in case of emergency or for meetings where the Board of Directors intends to levy an assessment.

8.3.2 Notices for emergency meetings shall be given by such means and at such time as is practical in light of the circumstances.

8.3.3 Notices for meetings where the Board of Directors intends to levy an assessment, or amend any of the provisions of the Governing Documents pertaining to architectural restrictions, shall be given at least fourteen (14) days in advance of the meeting.

8.3.4 The notice shall specify the time, date, and location of the meeting, and if applicable a statement that assessments will be considered and the nature of the assessments.

8.3.5 Notices to Directors may be given by (i) U.S. mail, or (ii) by e-mail or other electronic means.

8.3.6 Members shall be given notice of all meetings of the Board of Directors, absent emergency, by (i) posting at the official notice board in the lobby of the offices of the Community Association or at such other location designated by the Board as the official notice board for the Association; (ii) posting in a conspicuous location within the community; (iii) publication on the official website for the Association; or (iv) by e-mail delivery to Members who have furnished an e-mail address to the Association. With respect to any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered, the notice to the Members must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously within the community or broadcast on closed-circuit cable television.

**Section 8.4** **Adjourned Meetings.** If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

**Section 8.5** **Members' Right to Attend Meetings.** All meetings of the Board of Directors must be open to all Members except for (i) meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and (ii) meetings of the Board of Directors held for the purpose of discussing personnel matters. Members may record, videotape, or electronically record meetings of the Board of Directors.

**Section 8.6** **Members' Right to Address Board.** Members have the right to speak on any matter placed on the agenda, at all meetings of the Board of Directors open to the Members pursuant to Section 8.5. The chair of the meeting may (i) designate a specific time for Member's to speak, (ii) limit each Member to a designated time limit of at least three (3) minutes, and (iii) limit the opportunity to those Members who are listed on a designated sign-up sheet available at the meeting, or who have submitted a written request to speak prior to the meeting.

**Section 8.7** **Right to Appear by Telephone.** Directors may attend any meeting of the Board by telephone, or electronic communication provided that a speakerphone or similar instrument is available at the physical location designated in the notice so that Members attending the meeting may listen to the meeting and exercise their right to speak. However, meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and (ii) meetings of the Board of Directors held for the purpose of discussing personnel matters may be held by telephone

conference or electronic communication by means available to all Directors and no physical location is required.

**Section 8.8**            **Minutes.** Minutes of all meetings of the Board of Directors must be recorded and thereafter maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

**Section 8.9**            **Voting.** Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

## **ARTICLE IX**

### **OFFICERS**

**Section 9.1**            **Officers.** The officers shall be a President, a Vice President, a Secretary, and a Treasurer who shall be Directors. The Board may also appoint the Community Association Manager as an assistant secretary.

**Section 9.2**            **Majority Vote.** The officers shall be chosen by majority vote of the Directors.

**Section 9.3**            **Term.** All officers shall hold office during the pleasure of the Board of Directors.

**Section 9.4**            **President.** The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

**Section 9.5**            **Vice President.** The Vice President shall perform all the duties of the President in the absence of the President.

**Section 9.6**            **Secretary & Assistant Sec.** The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall keep the records of the Association. The Secretary shall record in a book kept for such purpose the names of all Members of the Association together with their addresses as registered by such Members.

**Section 9.7**            **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books



to be made at the completion of each fiscal year. The Treasurer shall prepare the annual budgets and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## **ARTICLE X**

### **COMMITTEES**

**Section 10.1**        **Standing Committees.** Each standing committee shall consist of individuals appointed by the Board of Directors. The Board of Directors shall designate one of the individuals appointed as the chair of the committee, and may also designate one or more persons as vice-chairs. Chairs and vice-chairs will be full voting members of their respective committees. Individuals appointed to serve on a committee need not be Members of the Association, except as provided in Section 10.4. Each chair, vice-chair, and committee member will serve until they resign, are removed from office by the Board of Directors, or until their successors are appointed. The Board of Directors may also invest a committee chair with the authority to appoint and remove members of their committee.

**Section 10.2**        **Board Executive Committee.** The Board of Directors shall have the power to appoint an executive committee from among its membership and may delegate to any such executive committee any of its powers, duties and functions.

**Section 10.3**        **Architectural Control Committee.** The Board of Directors shall establish an Architectural Control Committee ("ACC") which at all times shall consist of at least three (3) committee members. The members of the ACC may include Directors and/or other Members as the Board determines. The ACC shall be responsible for exercising architectural review authority provided for in Article V, Section 7 of the Declaration or provided for elsewhere in any of the Governing Documents. In order to defray expenses of administering architectural review, the ACC may establish a schedule of charges which shall be paid by any applicant as a pre-condition for approval of any new improvement or modification of an existing improvement. The ACC may adopt and publish architectural standards identifying pre-approved paint colors, fence types and specifying other desired elements in order to assist Owners in compliance with architectural review. If the ACC elects to adopt such a guideline, then applications for improvements and modifications are still required; however, no Owner may be denied the right to utilize any of the available options at their home.

**Section 10.4**        **Covenant Hearing & Violation Committee.** The Board of Directors shall establish a Covenant Hearing & Violation Committee ("CHVC") which at all times shall consist of at least three (3) committee members. CHVC shall be responsible for imposing fines arising from violations of the Governing Documents (including where applicable the governing documents of affiliated associations) and for hearing challenges to fines as required under §720.305 Fla. Stat. Persons appointed to CHVC may not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. Fines shall be in

addition to and not in lieu of other remedies provided by law or in the Governing Documents.

10.4.1 CHVC Powers. When a Member, or a Member's tenants, guests, or invitees violates any of the provisions of the Governing Documents (each a "violator"), CHVC may (i) impose fines; or (ii) make recommendations to the Board of Directors that legal action be pursued against the violator. CHVC shall also (i) afford violators the opportunity for a hearing before a fine is imposed against a violator; (ii) make recommendations to the Board of Directors with respect to enforcement of the Governing Documents; (iii) establish and carry out procedures for the informal resolution of disputes between Members, or between the Association and Members; (iv) review the activities of the Community Association Manager or Association employees with regard to the enforcement of the Governing Documents and make periodic reports to the Board of Directors; (v) inform the ACC of its activities with respect to violations or alleged violations of architectural restrictions; and (vi) undertake such additional duties as assigned by the Board of Directors.

10.4.2 Fines. The Board of Directors have adopted written guidelines establishing procedures for when the Community Association Manager shall issue a warning letter or levy a fine on account of a violation of the Governing Documents. Said guidelines are attached to and made a part of these Bylaws. From time to time, the Board may revise the guidelines. Any changes to such guidelines shall be appended to these Bylaws. Such guidelines shall enumerate the applicable grace period to cure violations, the maximum daily fine for each particular violation, and otherwise provide guidance to the Community Association Manager in the desired procedures for enforcement of the Declaration. When a violation of the Governing Documents is reported to the Association or its Community Association Manager then the Community Association Manager shall issue a warning letter, levy a fine, or refer the matter to legal counsel in accordance with the guidelines. If an alleged violation arises not covered by the guidelines, then the Community Association Manager shall seek clarification from the Board of Directors.

Fines imposed for violations of the Governing Documents shall be levied and imposed in accordance with §720.305 Fla. Stat., and these Bylaws. Fines levied against a violator may not exceed \$100, but where the violation is continuing a fine may be levied up to \$100 for each day until the violation is cured up to a maximum of \$10,000.00 per violation. Fines for continuing violations shall be calculated from the date the violation first occurs until the violation is fully cured or until the fine reaches \$10,000.00 maximum. If a Member makes improvements, or alters their Lot without the approval of the ACC then the violation will not be cured until (i) the improvement or alteration has been approved by the ACC, or (ii) the Lot is fully restored to the condition existing before the Member made the improvements or alterations. Fines may be levied, but the provisions of **Section 10.4.3** must be followed before the fine is imposed. Fines will accrue interest at the highest lawful rate.



10.4.3 Notice and Hearings. Fourteen (14) days notice shall be given to the violator before a fine is imposed. Only one notice need be given for a continuing violation. The notice shall generally describe the violation and either the fine amount, or for continuing violations the per day amount of the fine. In addition, the notice shall either schedule a hearing before the CHVC or describe the procedures for scheduling a hearing before the CHVC. If a hearing is not scheduled in the notice, and is not demanded by the violator within 14 days of the notice, then without further notice the maximum fine may be imposed for the specified duration; however, if a hearing is scheduled (either in the notice or by timely request of the violator) then the fine may not be imposed until a decision is made by the CHVC.

At the hearing, the CHVC shall provide the violator a reasonable opportunity to explain the violation and related circumstances. If the enforcement action arises from a complaint from another Member, then the complainant shall also be given an opportunity to address the CHVC. The ACC shall be notified of any hearing on a violation of architectural guidelines and the opportunity to address the CHVC. The CHVC may proceed with the hearing in the absence of the violator. The CHVC may (i) continue the hearing until a later date; (ii) impose the fine in any amount up to the maximum; (iii) waive the fine; (iv) impose but suspend collection of the fine pending fulfillment of conditions established by the CHVC; or (v) take such other action to resolve the dispute as permitted by law and the Governing Documents. The CHVC may also make recommendations to the Board of Directors that legal proceedings be commenced against the violator. Fines may be imposed immediately upon approval of the CHVC.

10.4.5 Exceptions. The Board of Directors is empowered to levy fines, in such amount it deems appropriate of any Member who does not pay any assessment or other charge when due. The Board of Directors may delegate this authority to its employees, to any committee, or to its community association manager. Notwithstanding the other provisions of Section 10.4, no notice is required, there is no obligation to afford a hearing by the CHVC, nor is the approval of the CHVC required prior to imposition of such fines.

**Section 10.5**      **Quorum & Voting.** The lesser of (i) three committee members; or (ii) a majority of committee members shall constitute a quorum to transact business at any meeting of a committee. Where quorum is established by the presence of a majority of the committee members, then action of a majority present at a meeting at which a quorum is present shall constitute the action of the committee. However, where a quorum is established by the presence of only three committee members and less than a majority of the committee members, then action of the committee shall require the unanimous consent of all committee members present at the meeting. Members of any committee may not vote by proxy or by secret ballot.



**Section 10.6**      **Member's Rights.** Members shall have the same right to attend meetings, address the committee, or record the meeting as would be applicable to a meeting of the Board of Directors.

## **ARTICLE XI**

### **MEETINGS OF MEMBERS**

**Section 11.1**      **Annual Meeting.** Annual meetings of the Members shall be held during the first calendar quarter of each year (beginning the year in which said meeting date is more than twelve months following the initial meeting) at a place (within Clay County), at a time and date established by the Board of Directors.

**Section 11.2**      **Special Meetings.** Special meetings of Members may be called at any time by the President, the Vice President, or by any two (2) or more members of the Board of Directors.

**Section 11.3**      **Notice.** Notice of meetings of Members shall be given to the Members in accordance with the requirements of §720.306(5) Fla. Stat. If the business of any meeting shall involve an election given governed by Articles V and VI, notice of such meeting shall be given or sent as therein provided. If a meeting is for the purpose of seeking the approval of the Members for an annual assessment or a special assessment in excess of the maximum assessments allowed by the Declaration, then notices shall be sent at least 30 and no more than 60 days in advance to all Members as specified in Article 4.5 of the Declaration. Except where prohibited by law, notices by e-mail to Members is allowed. Notices may be sent to the address on file with the Association or to the address of record for mailing tax notices on file with Clay County Tax Collector.

**Section 11.4**      **Quorum.** The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the vote shall constitute a quorum for any actions governed by these Bylaws. Any provisions in the Declaration requiring a higher quorum have been superseded by Florida law.

## **ARTICLE XII**

### **PROXIES**

**Section 12.1**      **Form of Vote.** At all meetings of Members, each Member entitled to vote may vote in person or by proxy.

**Section 12.2**      **Proxies.** Except as set forth herein, proxies may not be used at meetings of the Members. Proxies must comply with the requirements of Section 720.306(8), Florida Statutes and other applicable Florida laws, as such requirements may exist from time to time. General proxies are not permitted except to establish a quorum at a meeting. Specific proxies that specifically identify the issue to be considered at the meeting and that directs how the proxy holder must vote on such issue may be used. Every proxy shall automatically cease if the person granting the proxy ceases to be a

Member. Any dispute about the validity of a proxy shall be determined by the Board of Directors whose decision shall be conclusive.

**Section 12.3 Notice of Sales/Required Verbiage on Deeds.** Notice of all sales of a Lot must be given to the Association together with a photocopy of the recorded deed of conveyance within 30 days of the closing of the sale. All deeds conveying a Lot or any interest in a Lot must specifically make reference to this Declaration including the book and page where this Declaration is recorded in the public records. If notice is not so given, or if the deed does not comply with these provisions, then the Association may impose a fine which shall be both a joint and several obligation of the seller(s) of the Lot and the purchaser(s) of the Lot. The fine will accrue on the 31<sup>st</sup> day next following closing and continue until the date that the notice is given and a conforming deed is furnished. Omissions in the required deed verbiage may be corrected by execution and recording of a corrective instrument, but such remedy shall not relieve the parties from any fines accruing prior to effecting the remedy.

### **ARTICLE XIII**

### **MAINTENANCE OF BOOKS AND RECORDS**

Copies of the official records of the Association will be maintained in accordance with the requirements of §720.303(4) Fla. Stat. and other applicable Florida laws, as such requirements may exist from time to time.

### **ARTICLE XIV**

### **PARLIAMENTARY RULE**

Roberts Rules of Order Newly Revised (10<sup>th</sup> Edition) shall govern the conduct of the Association proceedings when not in conflict with the Governing Documents.

### **ARTICLE XV**

### **AMENDMENTS**

These Bylaws may be amended by an affirmative majority vote of the Board of Directors present at a duly constituted Board Meeting. Prior to the meeting at which the amendment is proposed for adoption each director shall be furnished with a written or electronic document indicating the proposed changes to the Bylaws.

### **ARTICLE XVI**

### **CONFLICTS**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

SCHEDULE OF FINES FOR VIOLATIONS  
OF  
THE COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
RIDAUGHT LANDING THREE

| CONDITIONS/RESTRICTIONS   | FINE FOR VIOLATION  |
|---|---|
| LAND USE AND BUILDING TYPE  | MAXIMUM-\$100 PER DAY PER VIOLATION   |
| STORM/SURFACE WATER MANAGEMENT<br>STORMWATER DISCHARGE PERMIT #4-019-0047E—<br>FAILURE TO COMPLY WITH TERMS OF PERMIT   | AS IMPOSED BY ST JOHNS<br>RIVER WATER & COSTS<br>INCURRED BY ASSO. TO BRING<br>IN COMPLIANCE            |
| SIDEWALKS—MEET COUNTY STANDARDS   | AS IMPOSED BY COUNTY  |
| GARAGE- NOT PERMANENTLY ENCLOSED OR<br>CONVERTED TO ANOTHER USE   | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| GARAGE – MAINTAINED USEFUL CONDITION – KEPT<br>CLOSED WHEN NOT IN USE   | \$25 PER EACH NOTED INCIDENT  |
| OUTBUILDINGS – MUST HAVE PRIOR ACC APPROVAL   | MAXIMUM - \$100 PER DAY   |
| APPROVAL OF STRUCTURE – INCLUDES WALL,<br>SWIMMING POOL, ADDITIONS TO HOME,<br>OUTBUILDINGS, WALKS, DRIVES, FENCES, BULKHEAD<br>MUST ALL HAVE PRIOR ACC APPROVAL            | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| DWELLING SIZE – MUST HAVE PRIOR ACC APPROVAL<br>AND MEET RESTRICTIONS SPECIFIED   | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| BUILDING LOCATION – MUST MEET SPECIFICATIONS  | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| NUISANCE  | CCSO TO BE NOTIFIED BY<br>OBSERVING/AFFECTED<br>HOMEOWNER<br>FINES TO BE BASED ON CASE<br>BY CASE BASIS |
| RECREATIONAL AND COMMERCIAL VEHICLES –<br>INCLUDES BOATS, TRAILERS, COMMERCIAL VEHICLES,<br>TRAVEL TRAILERS, AND MOTORIZED HOMES  | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| TEMPORARY STRUCTURE   | MAXIMUM - \$100 PER DAY PER<br>VIOLATION  |
| MAILBOXES   | MUST MEET USPS GUIDELINES   |
| FENCES- MUST MEET SPECIFICATIONS AND HAVE<br>PRIOR ACC APPROVAL BEFORE INSTALLATION   | MAXIMUM-\$100 PER DAY PER<br>VIOLATION  |
| SIGNS- NO SIGNS EXCEPT FOR SALE OR FOR RENT ARE<br>TO BE DISPLAYED WITHOUT PRIOR APPROVAL OF ACC  | UP TO \$25 PER INCIDENT   |
| CLOTHESLINES- NOT PERMITTED ON EXTERIOR OF LOT  | MAXIMUM - \$100 PER DAY<br>UNTIL REMOVED  |
| LIVESTOCK AND POULTRY – NOT AUTHORIZED –<br>HOUSEHOLD PETS ARE NOT TO BE KEPT, BRED OR<br>MAINTAINED FOR ANY COMMERCIAL USE – MUST NOT<br>CREATE SAFETY, HEALTH OR NUISANCE | MAXIMUM – \$100 PER INCIDENT  |
| EXTERIOR APPEARANCE AND MAINTENANCE   | 30 DAYS TO PROVIDE LETTER<br>OF CORRECTIVE ACTION<br>MAXIMUM - \$100 PER DAY PER<br>INCIDENT            |



|   |  |
|---|--|
| GARBAGE AND UNSANITARY CONDITIONS – RUBBISH, TRASH, GARBAGE OR OTHER WASTE TO BE KEPT IN CLOSED SANITARY CONTAINERS CONSTRUCTED OF METAL OR RIGID PLASTIC AND SHALL NOT BE VISIBLE FROM STREET EXCEPT ON PICK UP DAYS | UP TO MAXIMUM OF \$100 PER INCIDENT  |
| LANDSCAPING – ALL DISTURBED AREAS MUST BE SEEDED OR COVERED WITH SOD OR MULCH AND MAINTAINED TO PRESENT A PLEASING APPEARANCE AND TO PREVENT THE GROWTH OF WEEDS  | 30 DAYS TO PROVIDE LETTER OF CORRECTIVE ACTION<br>MAXIMUM - \$100 PER DAY PER INCIDENT |
| CONSERVATION EASEMENT   | VIOLATION OF ST JOHNS RIVER WATER MANAGEMENT   |
| AIR CONDITIONING UNITS – NO A/C UNITS MAY BE INSTALLED IN ANY WINDOW  | MAXIMUM - \$100 PER DAY PER INCIDENT   |
| ROADWAYS – ONLY ONE DRIVEWAY PER LOT, SAID DRIVEWAY SERVING THE GARAGE ON THE LOT, SHALL BE PERMITTED – MUST OBTAIN PRIOR ACC APPROVAL  | MAXIMUM - \$100 PER DAY PER INCIDENT   |

\*NOT ALL VIOLATIONS HAVE BEEN LISTED. ALL VIOLATIONS WILL BE HANDLED ON A CASE BY CASE BASIS BY THE COVENANT HEARING & VIOLATION COMMITTEE (CHVC).

\*READ THE RIDAUGHT LANDING THREE COVENANTS AND RESTRICTIONS FOR ADDITIONAL CLARIFICATION. CONTACT THE PROPERTY MANAGEMENT COMPANY FOR A COPY OF THE GOVERNING DOCUMENTS. YOU SHOULD HAVE RECEIVED A COPY AT YOUR CLOSING. RENTERS ARE TO ADHERE TO THE COVENANTS AND RESTRICTIONS AND IT IS THE HOMEOWNERS RESPONSIBILITY TO ENSURE THAT THEY DO.

\*A FINE MAY NOT BE IMPOSED WITHOUT NOTICE OF AT LEAST 14 DAYS TO THE PERSON SOUGHT TO BE FINED AND AN OPPORTUNITY FOR A HEARING BEFORE A COMMITTEE OF AT LEAST 3 MEMBERS APPOINTED BY THE BOARD OF DIRECTORS. IF THE COMMITTEE, BY MAJORITY VOTE, DOES NOT APPROVE A PROPOSED FINE, IT MAY NOT BE IMPOSED. IT IS THE HOMEOWNERS RESPONSIBILITY TO ATTEND THE SCHEDULED HEARING SET BY THE CHVC.

\*CURRENT PROPERTY MANAGEMENT COMPANY HAS BEEN EMPOWERED BY THE RIDAUGHT LANDING THREE HOA BOARD OF DIRECTORS TO ENFORCE ALL REGULATIONS AND FINES.

\*QUESTIONS CONCERNING THE SCHEDULE OF FINES OR THE GOVERNING DOCUMENTS ARE TO BE ADDRESSED TO THE PROPERTY MANAGEMENT COMPANY.



A

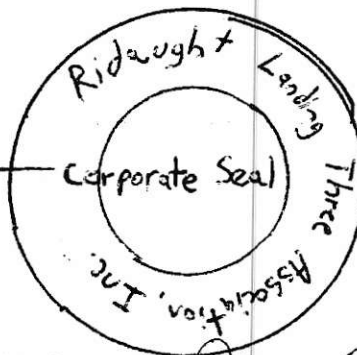
adopted by the Board of Directors on June 29, 2009.

*I certify that the foregoing bylaws were adopted by the Ridaught Landing Three Association, Inc. Board of Directors by unanimous consent of all Directors present at a meeting duly noticed in accordance with the governing documents and Florida law where a quorum was present.*

X

*Gail Simpson*

Gail Simpson, Secretary

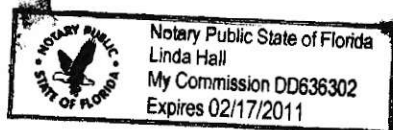


STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me on June 29 2009  
by Gail Simpson as Secretary for the Ridaught Landing Three Association, Inc. She is  
personally known to me.

*Linda Hall*

Notary Public, State of Florida at Large



Prepared by and return to:  
Michael J. Maloney, CAM  
Ridaught Landing Three Association Inc.  
950-23 Blanding Blvd, PMB #321  
Orange Park, FL 32065

CFN # 2023002531  
OR BK: 4682 PG: 2045 Pages1 of 5  
Recorded:1/18/2023 1:06 PM Doc: RE  
Tara S. Green, Clerk and Comptroller, Clay County, FL  
Rec: \$44.00  
Deputy Clerk BlankenshipT

**AMENDED AND  
RESTATED SPECIFIC  
BYLAWS FOR  
RIDAUGHT LANDING  
THREE  
ASSOCIATION, INC.  
ADOPTED JANUARY 14,  
2023**

# **AMENDED AND RESTATED RIDAUGHT LANDING THREE ASSOCIATION INC. SPECIFIC BYLAWS**

A Corporation Not-For-Profit Under the Laws of the State of Florida.

This document amends, restates, and provides clarifying language to certain existing **Ridaught Landing Three Association, Inc** (hereafter termed "Association") Bylaws.

Substantial rewording. See prior versions of the bylaws as recorded in the official documents of Clay County, FL at Book 1485, Page 2113 and Book 3112, Pages 111-127.

## **ARTICLE XV - AMENDMENTS**

**Authority:** These Bylaws may be amended by an affirmative majority vote of the Board of Directors present at a duly constituted Board Meeting. Prior to the meeting at which the amendment is proposed for adoption each director shall be furnished with a written or electronic document indicating the proposed changes to the Bylaws.

## **ARTICLE II – DEFINITIONS**

**Section 2.4 Board:** "Board" or "Board of Directors" means the Board of Directors of the Association. "Director" means a person serving on the Board. The Board shall consist of 5 Directors; however, by a vote of the Board the number of Directors elected at the next annual meeting may be changed to not less than three (3) or no more than five (5) persons. After the date of this Bylaws clarification adoption, all new Board members, Board of Directors, and/or Directors must be an Owner and a full-time resident at the Lot.

## **ARTICLE V – LAND USE AND BUILDING TYPE**

**V.12 Recreational and commercial vehicles:** No commercial vehicles, boats, or trailers of any type shall be permitted to be placed on any lots subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from public view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicle of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved roads and the residential structure. No automobiles, trailers, Recreational Vehicles (RV), wheeled vehicles, or boats shall be parked on roadways or the right of way adjoining the lots. No automobiles, travel trailers, wheeled vehicles, Recreational Vehicles (RV), or boats shall be parked on the roadways within 15 feet in either direction of another property/lot mailbox. No automobiles, trailers, wheeled vehicles, Recreational Vehicles (RV), or boats shall be parked on the roadways in any manner that interferes with the ingress or egress from another property/lot driveway. For purposes of this paragraph, a vehicle which is  $\frac{3}{4}$  ton or less truck used a transportation to and from the lot



owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the Architectural Control Committee.

**V.16 Fences:** All fences shall be constructed of and shall have a permanent appearance of natural wood or may be made of PVC with an appearance of white or natural wood colors, unless approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress or egress as granted by easements herein. No fence or wall shall be erected, placed, or altered on any lot nearer the street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall exceed a maximum height of six (6) feet or be lower than a minimum of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make a determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

**V.21 Exterior Appearance and Maintenance:** Every lot and house shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials e.g., draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed. No wheeled vehicles of any type shall be parked upon the property front lot/grass/lawn/yard other than on a driveway. A wheeled vehicle shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from public view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street.

**V.21 Architectural Control Committee:** a) Memberships. The Architectural Control Committee shall be composed of three (3) persons appointed by the Declarant. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither of the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. So long as the Declarant owns any lots in this subdivision, Declarant shall have the right to appoint the members of such committee. At any time after Declarant has sold all lots or has waived, in writing, its right to appoint such committee members, the Association shall have the power and right to elect the members of the committee, to change membership of the committee or to withdraw from or restore the committee any of its power or duties. After the date of this Bylaws clarification adoption, all new Architectural Control Committee members must be an Owner and a full-time resident at the Lot.

## **ARTICLE X COMMITTEES**

**Section 10.4 Covenant Hearing & Violations Committee:** The Board of Directors shall establish a Covenant Hearing & Violations Committee ("CHVC") which at all times shall consist of a least three (3) committee members. CVHC shall be responsible for imposing fines arising from violations of the Governing Documents (including where applicable the governing documents of affiliated associations) and for hearing challenges to fines as required under §720.305 Fla. Stat. Persons appointed to the CVHC may not be officers, directors, or employees of the Association, or the spouse, parent, brother, or sister of any officer, director, or employee. After the date of this Bylaws clarification adoption, all new CVHC members must be an Owner and a full-time resident at the Lot. Fines shall be in addition to, and not in lieu of other remedies provided by law or in the Governing documents.

### **SCHEDULE OF FINES FOR VIOLATIONS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RIDAUGHT LANDING THREE**

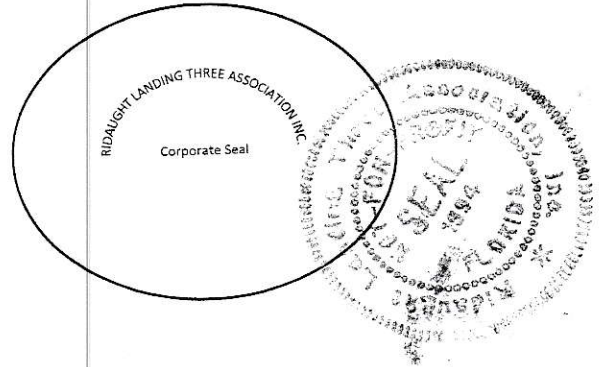
**Landscaping:** "14 days to provide letter of corrective action".

**A**DOPTED BY THE BOARD OF DIRECTORS ON January 14, 2023.

I certify that the foregoing amended bylaws were adopted by the Ridaught Landing Three Association, Inc, Board of Directors by unanimous consent of all Directors at a meeting duly noticed where a quorum was present.

X

Michael J. Maloney, Property Manager



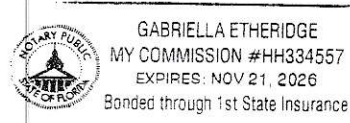
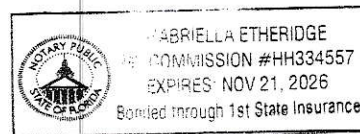
State of FL  
County of Clay

Michael Maloney  
(Affiant Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of January, 2023 by Michael Maloney, who is personally known to me ☒ or who has produced FL Drivers License as identification.

Gabriella Etheridge  
NOTARY PUBLIC (print name)

Gabriella Etheridge  
NOTARY PUBLIC (sign)  
My commission expires: 11/21/2026





Prepared by and return to:  
Michael J. Maloney, LCAM  
Ridaught Landing Three Association Inc.  
950-23 Blanding Blvd, PMB #321  
Orange Park, FL 32065

CFN # 2024031266  
OR BK: 4836 PG: 1610 Pages 1 of 3  
Recorded: 7/3/2024 1:08 PM Doc: RE  
Tara S. Green, Clerk and Comptroller, Clay County, FL  
Rec: \$27.00  
Deputy Clerk THRASHERM

AMENDED AND  
RESTATED SPECIFIC  
BYLAWS FOR  
RIDAUGHT LANDING  
THREE  
ASSOCIATION, INC.  
ADOPTED JANUARY 21,  
2024

# **AMENDED AND RESTATED RIDAUGHT LANDING THREE ASSOCIATION INC. SPECIFIC BYLAWS**

A Corporation Not-For-Profit Under the Laws of the State of Florida.

This document amends, restates, and provides clarifying language to certain existing **Ridaught Landing Three Association, Inc** (hereafter termed "Association") Bylaws.

Substantial rewording. See prior versions of the Bylaws as recorded in the official documents of Clay County, FL at Book 1485, Page 2113, Book 3112, Pages 111-127, and Book 4682, Page 2045, Pages 1 through 5.

## **ARTICLE XV - AMENDMENTS**

**Authority:** These Bylaws may be amended by an affirmative majority vote of the Board of Directors present at a duly constituted Board Meeting. Prior to the meeting, at which the amendment is proposed for adoption each director shall be furnished with a written or electronic document indicating the proposed changes to the Bylaws.


## **ARTICLE V – LAND USE AND BUILDING TYPE**

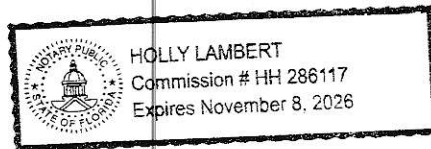
**V.16 Fences:** All fences shall be constructed of and shall have a permanent appearance of light brown colored wood or may be made of PVC with a permanent appearance of white or light brown wood colors, unless approved by the Architectural Control Committee. All fences must be approved by the Architectural Control Committee prior to installation. No fence shall be installed which restricts or prohibits ingress or egress as granted by easements herein. No fence or wall shall be erected, placed, or altered on any lot nearer the street than the rear of the house or the side of the house in the case of a corner lot unless approved by the Architectural Control Committee and in no event shall exceed a maximum height of six (6) feet or be lower than a minimum of five (5) feet unless approved by such committee. All fences shall be constructed and maintained to present a pleasing appearance as the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finished grade elevation. It shall be within the sole and exclusive purview of the Architectural Control Committee to make a determination as to whether or not a fence is pleasing in appearance as provided herein. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions.

**V.29 Roadways:** No one, other than the Declarant, shall use any lot or portion thereof, for roadway purposes, and no one, other than the Declarant, shall construct a driveway upon the lot except to serve the lot upon which it is constructed, Unless approval in writing by the Architectural Control Committee, only one driveway per lot, said driveway serving the garage on the lot shall be permitted. Any driveway extensions / additions must be made of cement.

**A**DOPTED BY THE BOARD OF DIRECTORS ON January 21,  
2024.

I certify that the foregoing amended Bylaws were adopted by the Ridaught Landing Three Association, Inc, Board of Directors by unanimous consent of all Directors at a meeting duly noticed.

X   
Michael J. Maloney, LCAM, Property Manager

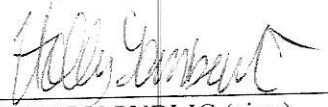


State of Florida  
County of Clay

  
(Affiant Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of Feb, 2024 by Michael Maloney, who is personally known to me ☒ or who has produced FLDL as identification.

Holly Lambert  
NOTARY PUBLIC (print name)

  
NOTARY PUBLIC (sign)  
My commission expires: Nov 8, 2026