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REVIVED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

GREENLAND ESTATES

THIS REVIVED DECLARATION, made as of the 27th day of 1024 2023 by The Community Association of Greenland Estates, Inc. of Jacksonville.

STATEMENT OF FACTS:

- A. The Developer is the owner of Lots 1 through 26, Greenland Estates according to plat thereof recorded in Plat Book 46, page 100 through 100C, inclusive of the current public records of Duval County, Florida ("Greenland Estates" which term includes all common areas, if any, as shown on said plat) All of such Lots are referred to as the "Lots".
- B. In order to develop and maintain Greenland Estates as a residential community and to preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject each of such Lots (a "Lot") and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations and easements and to delegate and assign

to the Association certain powers and duties of ownership, administration, management, operation, maintenance and enforcement, all as hereinafter set forth and provided.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for itself and its successors and assigns, hereby (i) establishes this Declaration of Covenants. Restrictions and Eastements for Greenland Estates (this "Declaration"), (ii) declares that the properties as described on the Plat shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and regulations which will run with the title, and the grantee of any deed conveying any Lot will be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and regulations and (iii) imposes the easements referred to and described which will be perpetual in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

- 1. "Association" means the entity known as Community Association of Greenland Estates, Inc. of Jacksonville, a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.
- 2. "Board" means the Board of Directors of the Association, which has been thuly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association.
 - 3. "Articles" means the Articles of Incorporation of the Association.
 - 4. "Bylaws" means the Bylaws of the Association.
- 5. "Declaration" means (i) this Declaration of Covenants, Conditions, Restrictions and Easements for Greenland Estates and any amendments to this Declaration (ii) all exhibits attached to this Declaration, and any amendments to such exhibits.
 - 6. "Lot" means one of the lots as shown and numbered on the Plat.
- 7. "Developer" means GREENLAND ASSOCIATES OF JAX., INC., a Florida corporation, and its successors together with its assigns, upon a specific assignment to such assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of Duval County, Florida.
- 8. "Owner" means the record owner of a Lot. Owner does not include any party having an interest in a Lot merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such Lot will be the purchaser under said contract and not the fee simple title holder.

- 9. "Plat" means the Plat of Greenland Estates, recorded in Plat Book 46 pages 100 through 100C inclusive of the current public records of Dayat County, Florida.
- 10. "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least (k) mortgages, (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, Fild, VA, FOMA and UNMA and (viii) any affiliate, subsidiary, successor or assignces of any of the foregoing, holding a mortgage on a lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.
 - 11. "Lakes" means the Lakes and Recention Ponds as shown on the Plat
- 12. "Speculative Builder" means any persons or entities which are livensed contractors within David County, Florida, which are held for resalt by such person or entities in the ordinary course of business.
- 13. "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 (i) collect, convey, store, absorb, inhibit, treat, use or reuse, water; (ii) 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 of the Florida Administrative Code.

ARTICLE II

LAND PLAN EASEMENTS AND LIMITATIONS

- 2.1 The Lots. Each of the Lots shall be developed and used sofely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind may be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot may be rented separately from the rental of the entire Lot. However, the Developer and Speculative Builders with the prior approval of the Developer, will have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.
- 2.2 Certain Easements. The Developer hereby reserves for the use and benefit of the Association a 10 foot maintenance easement on the the Lakes and that portion of each Lot which abuts the Lakes as shown on the Plat (the "Maintenance Easements"). Developer further reserves for the use and benefit of the Association access easements for ingress and egress (the "Access Easements") over and across the easements as shown on the Plat which are capable of providing ingress and egress to the Lakes. The Maintenance Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Lakes and for the purpose of maintaining the Lakes for beautification, drainage and retention of water purposes as well as maintaining the banks thereof. The Access Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Lakes in order to maintain the same.
 - 2.3 Non-Access Easements.
- A. There are hereby created and reserved perpetual non-access easements (the "Non-Access Easements") as shown on the Plat.
- B. There shall be no means of access, ingress or egress across the Non-Access Easements except as the Developer may by prior written exception permit.
 - 2.4 The Lakes.
- A. The Association shall maintain the Lakes in compliance with all requirements of all governmental entities with jurisdiction over the Lakes including, without limitation the City of Jacksonville and St. Johns River Water Management District ("SJRWMD" which term includes its successors.)
- B. No Owner shall or shall permit anyone claiming by, through or under such Owner to pollute the Lakes or dump garbage, refuse, or foreign objects into the Lakes. No Owner may pump or remove water from or into the Lakes. The Association may pump water into or remove water from the Lakes as may be required be required by governmental order.
- 2.5. Insurance. The Association shall carry and maintain insurance as may be provided or permitted in the Bylaws of the Association.

- 2.6 Fence and Beautification Eusements. Developer reserves for itself, its successors, a signs and designees including without limitation the Association an easement open the northerly 10 teet of Lat 26 and the northerly 10 feet of Lat 1 of Greenland Estates for the erection or installation of walls, fences, fountains, entry gates, subdivision signage or monuments, or other improvements for the beautification or identification of Greenland Estates and an access easement across said lots for the installation, repair, replacement and maintenance any of the same which may be so erected or installed. The costs for the maintenance, repair or replacement of any of the improvements which may be erected or installed will be forme by the Association provided however the owners of said lots shall be responsible to repair any damage to any of the said improvements caused by said owners, their invitees or their guests.
- 2.7 Stormwater Management System. The Association will be responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SIRWMD. The Association will be responsible for such maintenance and operation. Any repair of reconstruction of the Stormwater Management System must be as permitted, or if modified as approved by the SIRWMD.

ARTICLE III

THE ASSOCIATION

- 3.1 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of Greenland listates. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws.
- 3.2 Membership. Each and every Owner (including Developer when an Owner) of a Lot will be a member of the Association.
 - 3.3 Classes. Membership will be divided into two classes as follows:
- (1) Class A members shall be all Owners (other than the Developer, so long as Class B membership shall exist) owning Lots.
 - (2) The Class B member shall be the Developer.

Class A memberships will be appurtenant to ownership of a Lot and may not be separated from such ownership. Class B membership will not be so appurtenant, but will remain with the Developer or its assigns as herein provided regardiess of the conveyance of Lots to others. The Class B membership will terminate at the sooner of such times as: (i) the Developer so elects by written notice to the Association, and (ii) at the time that Developer and all entities controlled by Developer own none of the Lots including any additional lots which at such time are subject to this Declaration by amendment to this Declaration.

3.4. Voting Rights. Until such time as the Class B membership is terminated, the Class B member will have sole voting rights in the Association and the Class A members will have no voting rights except for altering or amending the Articles or Bylaws as provided in the Articles and Bylaws. No notice of any meeting of the Association will be required to be given to the Class A members until the termination of the Class B membership. After termination of the Class B membership, each Class A member will have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws.

ARTICLE IV

APPROVAL OF ALL STRUCTURES - RIGHT OF DEVELOPER TO DESIGNATE SUBSTITUTE

4.1 Alt Structures To Be Approved By Developer. The Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth in this Declaration. No residence or other building, sence, walt, driveway, dock, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the residence, may be commenced, placed, erected or allowed to remain on any Lot, nor may any additions to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Developer in writing. The building plans and specifications submitted to the Developer must show the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, including the location of all trees, the approximate square footage, construction schedule and other such

information as the Developer may require, including plans for the grading and landscaping of the had showing any changes proposed to be made in the elevation or surface contours of the land The Developer will have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the Lot, and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and site location and grading and landscaping plans, the Developer may take into consideration the mitability and desirability of proposed construction and materials to be used. In the event Developer fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thiny (30) days after receipt thereof by Developer, the approval of the Developer of such plans and specifications will not be required; however the Developer's failure to so approve or disapprove will not waive the Developer's right to approve or disapprove any amendments to any submitted plans or specifications or the Developer's right to approve or disapprove any other plans or specifications required to be submitted to the Developer. Notwithstanding anything in this Declaration to the contrary, no tree(s) standing over 6 feet in height with a diameter in excess of 4 inches measured at its widest point may be removed during construction without the prior written consent of Developer. The Developer may require changes in the location and orientation of the structures in order to save trees. No clearing of a Lot or any part thereof may be commenced unless and until the building plans and specifications (as described in this Section 4.1) have been approved by the Developer in writing.

4.2 Developer May Designate Substitute. The Developer will have the sole and exclusive right at any time to transfer and assign to such persons or entities as it shall elect any and all rights, powers, privileges, authorities and reservations given to or reserved by Developer in this Declaration. If at any time after the recording of this Declaration there is no entity or person(s) shillted to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Developer by this Declaration, the same will be vested in and exercised by the Board.

ARTICLE V

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

- 5.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (I) detached single-family dwelling and attached garage. Notwithstanding the foregoing buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the Developer provided that any such accessory buildings do not furnish residential accommodations for an additional family.
- 5.2 Building Restriction Lines. No dwelling shall be located nearer than 25 feet to the front lot line, 7-1/2 feet to the side lot line or 10 feet to the rear lot line.
- 5.3 Minimum Floor Space. Each single-story dwelling located on a Lot must contain not less than 1700 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Lot must contain not less than 2000 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 1400 square feet (exclusive of garages, carpotts and open or screened porches, terraces or putios) must be on the first floor thereof. Notwithstanding the foregoing provisions of this Section 5.3, the Developer will have the right, from time to time, to reduce any of the above-designated number of square feet by up to 10% as to any of the Lots.
- 5.4 Garages, Unless otherwise specifically approved by the Developer, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage or carport for not less than two (2) and not more than three (3) cars. No carport will be permitted unless otherwise specifically approved by the Developer as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. Without the prior written approval of the Developer, no garage may be permanently enclosed or converted to other use without the substitution of another garage on the lot meeting the requirements of this Declaration. Wherever practicable, garage entrances must be located on a side of the dwelling which does not face a street or road.
- 5.5 Driveways. All dwellings must have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways must be of concrete construction unless otherwise specifically approved by the Developer.

5.6 Recreation Facilities.

- (a) All recreation facilities constructed or erected on a Lot, including, without limitation by specification, swimming pools and any other play or recreation structures, basketball hackboards, platforms, playbouses, dog houses or other structures of a similar kind or nature (collectively "Recreation Facilities") must be adequately walled, fenced or landscaped in a manner specifically approved by the Developer prior to the construction or erection of some
- (b) No lighting of a Recreation Facility will, in any event, be permitted unless otherwise specifically approved by the Developer.
- te) Lighting of a Recreation Facility must, in any event be designed so as to buffer the surrounding residences as reasonably practical from such lighting.
- 5.7 Non-interference With Easements. No structure, planting or other material may be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance by the Association of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within an area to be maintained by the Association. Any easement area located upon a Lot and all improvements upon an easement area shall be maintained by the Owner of the Lot whereon said easement area lies except for those casement areas the maintenance of which is the responsibility of a public authority, utility or the Association. Drainage easements located on and constituting part of a Lot shall be maintained by the Owner of such Lot (i) in accordance with the drainage plan for Greenland Estates as filed by the Developer with the City of Jacksonville, Florida, (ii) so as to conform to all requirements of the SJRWMD, and (iii) so as not to interfere in any way with drainage of Greenland Estates or any portion thereof.
- 5.8 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television must be non underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the Developer.
- 5.9 Air Conditioning Units. No window or wall air conditioning units will be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems must be located and screened by fencing, walls, or landscaping so as not to be viewable from any street.
- 5.10 Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted only in the location approved by the Developer and must be constructed according to a size, design and material approved by the Developer. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the Developer may require that all mailboxes, paper boxes or other such receptacles previously utilized by Owners be removed and replaced by mailboxes, paper boxes and similar receptacles attached to dwellings.
- 5.11 Anzennae and Aerials Satellite Dishes. No antennae or aerial may be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or promide beyond the exterior of such building or in any way be visible from outside the building without the prior written approval of the Developer. No satellite dishes may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Developer.
- 5.12 Clothes Drying Area. No clothestines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot except within an area which shall be adequately walled, fenced or landscaped to prevent the same from being visible at ground level from any street or adjoining Lot.
- 5.13 Signs. The size and design of all signs located on a Lot will be subject to the approval of the Developer. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:
- (a) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer or by the Board and entrance or other identification sign may be installed by or with the consent of the Developer or the Board;
- (b) Developer and any Speculative Builder may display signs on Lots owned by the Developer or Speculative Builder;
- (c) One "For Sale" sign not more than 2 square feet (when themselved on one side thereof) may be displayed on a Lot by the Owner or the agent for such Owner,
 - (d) A name place and address place in size and design approved by the Developer.

- 5.14 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, burn or any other such building, may be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.
- 5.15 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.
- 5.16 Sales Office of Developer. & Speculative Huilders Notwithstanding anything in this Declaration to the contrary, the Developer and Speculative Builders with the consent of the Developer may construct and maintain sales offices, together with a sign or signs relating thereto, on a Lot or Lots until such time as all of the Lots owned by the Developer and by Speculative Builders are sold.
- 5.17 Destruction Or Damage to Subdivision Improvements. Lot owners will be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the such damage is caused by the Lot Owner or the Lot Owner's employees, agents, invitees, guests, contractors or subcontractors.
- 5.18 Proviso. Notwithstanding anything herein otherwise provided, Developer reserves the right (i) to use any Lot owned by it for the purpose of ingress and egress to any adjoining property owned by Developer or subsequently acquired by Developer, or which Developer deems advantageous to be joined with any of the Lois and (ii) to cause any Lot to be platted as right-of-way. Developer reserves the right to impose easer-sents for drainage and maintenance thereof on any Lot owned by it.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

- 6.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by Speculative Builders of speculative homes on Lots in accordance with the terms and provisions of this Declaration.
- 6.2 Further Subdivision. Developer reserves the right to re-subdivide the Lots provided, however, no residence shall be erected upon or allowed to occupy such re-subdivided Lot if the same has an area less then that which is required by the zoning ordinance for the City of Jacksonville, Florida. In the event of such re-subdivision all provisions hereof shall apply to each such re-subdivided Lot as if each re-subdivided Lot had been a Lot as shown on the Plat.
- 6.3 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a sightly manner. The Developer or the Board may provide repairs or maintenance upon any residence or other improvements tocated upon a Lot which in the opinion of the Developer or the Board require repair or maintenance in order to preserve the beauty, quality and value of the neighborhood. The Developer or the Board as the case may be may not undertake such repairs or maintenance unless and until the affected Lot Owner is provided written notice of the intent to undertake such repairs or maintenance and a minimum of 5 days to cause such repairs or maintenance to be effected. Permissible sepairs and maintenance under this Section 6.3 include without limitation (i) the repair or replacement of the roof, (ii) painting, (iii) gutter downspouts, and (iv) yard cleanup and maintenance.
- 6.4 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon his Lot or upon the land lying between the street pavement and the front lot line of his Lot. All unimproved areas of a Lot on which a dwelling is erected must be maintained in an attractive landscaped and sightly manner.
- 6.5 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers approved by the Developer. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the Developer or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for Greenland Estates; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

- 6.6 Nuisances. No Owner shall cause or permit to emanate from his Lot any aureasonable noises or odors. No Owner shall commit on his Lot or permit to be maintained on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a notious or offensive activity in the neighborhood.
- 6.7 Parking of Wheeled Vehicles. Boats. Except as below provided no wheeled vehicles of any kind, boats, or any offensive objects as determined by rules emeted by the Board, thay be kept or parked on any roads shown on the Plat or parked between the road and the residential dwelling on any Lot or parked on any Lot. They may be kept only completely inside a garage attached to the residential dwelling or within the rear or side yard of any Lot provided the same are sufficiently screened so as to be obstructed from view from the totals and any other Lot. Notwithstanding the foregoing, (i) private automobiles or trucks of the occupants of a residential dwelling constructed on a Lot and those of their guests may be parked in such driveways provided they bear no commercial signs and (ii), commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services. No travel trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the Lots.
- 6.8 Garage Doors. Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.
- 6.9 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 may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or announce to other Owners.
- 6.10 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Las for a period in excess of fony-eight (48) hours; however, this provision will not apply to any such vehicle which is kept within an enclosed garage.

ART!CLE VII

ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

- 7.1. Creation of Lien and Personal Obligations for Assessments. All assessments in this Article ("Assessments") together with interest and costs of collection when delinquent, will be a charge on the land and will be a continuing lien upon the Lot against which the Assessments are made, and will also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessments were levied. Except as herein otherwise provided, each Lax will share equally in all Assessments, it being the intent hereof that, except as herein otherwise provided, the Owner of each Lot will be responsible for their proportionate share of all Assessments which will be determined as follows: each Lot will be responsible for a sum equal to a fraction the numerator of which will be the total amount of any Initial, Annual or Special Assessments and the denominator of which will be the total number of Lots (including any lots which are made subject to this Declaration from time to time by supplementary declaration) but excluding Lots which are exempt from such assessment by the terms hereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the Assessments established or described in this Article. No diminution or abatement of any Assessments will be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alteged negligent or wrongful acts of the Association, or their officers, agents and employees, the obligation to pay such Assessments being a separate and independent covenant by each Owner hereof. Written notice of the Annual Assessment and of Special Assessments shall be sent to the Owner of every Lot by the Association.
- 7.2 First Sale Assessment. Upon the conveyance of a Lot (i) from the Developer to any person(s) or entity other than to an entity affiliated with the Developer or to a Speculative Builder or (ii) upon the conveyance of a Lot by a Speculative Builder to any person(s) or entity other than another Speculative Builder, the Developer, or an entity affiliated with the Developer there will be due upon the closing of the sale of the lot by the Speculative Builder a First Sale Assessment of \$200.00 Each Lot will be subject to the First Sale Assessment only once, all future conveyances of any such Lot being exempt.
- 7.3 Annual General Assessment. Except as otherwise provided in this Article 7, each Lot is subject to Annual General Assessments by the Association for the improvement, maintenance and operation of the Lukes as provided in Section 2.4, the manuscement and administration of the Association, the maintenance, operation and repair of the Stormwater Management System, and the furnishing of services as set forth in this Declaration. Each such Annual General Assessment will be assessed for and will cover a calendar year (except as to the initial Annual General Assessment which will cover the period from the Commencement Date as

provided in Section 7.5 to the expiration of the calendar year in which such "Commencement Date" occurs. Except as further described in this Article, the floard by majority one will set the Annual General Assessments In an amount sufficient to meet the Association's obligar" is. The initial Annual General Assessment may not exceed an amount greater than \$200 per contex clothing all lots exempt from such assessment by the terms hereof. Thereafter the Board will have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board will set the dore of dates that assessments shall become due. Assessments will be collected annually provided, however, the Board may provide for collection of assessments in mouthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full.

Notwithstanding anything herein to the contrury, upon the sale of any Lot by the Developer or a Speculative Builder to a person or entity other than another Speculative Builder, the Developer or an entity affiliated with the Developer, the Annual General Assessment in effect at the time of the closing of such sale (but provated on a monthly basia, for the year in which such sale takes pluce) shall at the time of closing be paid to the Association through the end of the calendar year in which sald closing occurs and if sald closing occurs after September 20th the Annual General Assessment shall be paid through the next full calendar year based on the Annual General Assessment in effect for the year in which such sale takes place. For example, if the sale of a Lot to a person or entity other than the Developer or a Speculative Builder is closed in June, then an amount equal to 7/12 of the Annual General Assessment will be due; however, if such sale is closed in November an amount equal to 14/12 of the Annual General Assessment will be due; In the event the Annual General Assessment is either increased or decreased after such payment is made the Board shall require the payment of any difference or credit any excess payment towards future assessments.

- 7.4 Special Assessment. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement provided that any such assessment shall have the assent of majority of the votes cast either in person or by proxy at a regular meeting or special meeting called for that purpose of the Association.
- 7.5 Commencement of Annual Assessments. The Annual General Assessments provided for herein will commence on the day of Conveyance (the "Commencement Date") of the first Lot to an Owner who is neither Developer nor a Speculative Builder. Except as provided in Section 7.6, the initial assessment on each Lot (but promed as provided in Section 7.3) will be collected at the time title to such first Lot is conveyed to the Owner who is neither Developer nor a speculative builder.
- 7.6 Each Lot owned by the Developer or a Speculative Builder will be exempt from all assessments until such time as Developer or Speculative Builder has sold such Lot to a person, persons or entity other than to (i) an entity affiliated with the Developer or (ii) to a Speculative Builder. Developer, so long as it remains the sole Class B Member of the Association, agrees to exercise its rights as such so as to cause the Association to levy an Annual Assessment equal to no more than \$90,00 per non-exempt Lot during 1991 and no more than \$110,00 per non-exempt Lot during 1992. Developer agrees to be responsible for any Association expenses incurred in excess of the Association's income until the sooner of (i) the expiration of the Class B membership, or (ii) the expiration of 1992.
- 7.7 Assessments on Account of Reul Property Taxes. In the event that Tax Collector assesses more than one Lot as a single parcel, the Association may, but will not be obligated to pay the real property taxes for said parcel whereupon each Lot comprising said parcel will be assessed an amount equal to a sum determined by dividing the taxes assessed upon said parcel by the number of Lots comprising said parcel. Said assessment shall be paid by the Owner of each Lot to the Association no later than 7 days after evidence of payment of said taxes is sent to each effected Owner, if said assessment is not so paid the defaulting Owner shall pay interest upon the amount due at the then highest lawful rate until paid. Failure to pay and assessment will deemed for enforcement purposes as a failure to pay any other assessment permitted by this Declaration.
 - 7.8 Effect of Nonpayment of Assessment; Remedies of the Association.
- (a) Interest. Any Assessments not paid within ten (10) days after the due date shall bear interest at the highest lawful rate.
- (b) Lien. All Assessments against any Lot pursuant to this Declaration, together with such interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether

suit is filed or not), shall become a lien on such Lot effective upon recording a Claim of Lien against such Lot by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees (through appeal if necessary) liteurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association, acting on behalf of the Owners, shall have the power to hid for an interest in any 1 of foreclosed at such foreclosure sale and to acquire and hold, lease, mornage and convey the same.

- capressly wests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a moraginge lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may whive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.
- (d) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by an institutional Mortgages now or hereafter placed upon any Lot subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Lot shall not affect the Assessments lien; however, the sale or transfer of any Lot pursuant to foreclosure of such Mortgage to an institutional Mortgagee shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer.
- 7.9 Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Assessments, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Assessments have been paid. The Association shall be entitled to make a charge for such certificate in an amount as shall be determined by the Association provided, however the amount of such charge shall not exceed such limitations therefore us may be established from time to time by Federal National Mortgage Association (FNMA). Veteran's Administration (VA) or Department of Housing and Urban Development (HUD).

7.10 Bucget.

- (a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.
- (b) Initial Budget. Developer shall determine the Association budget for the fiscal year in which a Lot is first conveyed to an Owner who is not developer or a Speculative Builder to whom the rights of the Declarant have been assigned as to such Lot.
- (c) Preparation and Approval of Annual Budget. Commencing with December i of the year in which a Lot is first conveyed to an Owner who is not Developer or a Speculative Builder to whom the rights of the Developer have been assigned as to such Lot and each year thereafter, on or before December 1, the Board shall adopt a budget for the coming year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each of its Memberx a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget for any fiscal year subsequent to the first full fiscal year may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose.
- (d) Reserves. The Board may build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessments as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Association, or, in the event of emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied at accordance with the provisions of Section 7.3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the attenual budget of adjusted budget for any fiscal year shall not constitute a waveer or release in any manner of any Owner's obligation to pay his assessment as herein provided; whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall common to pay the assessment at the tien existing one established for the previous fiscal period in the manner such payment was previously that until notified otherwise.

ANTIGAE VIII

GENERAL PROVISIONS

- 8.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lor shall be conclusively presumed to have incorporated therein all of the terms and conclutions of this Declaration.
- 8.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation of violations of the covenants as set forth in Paragraphs 5.2, 5.3, 5.4 or 5.5 either the Developer of the Board may and each of them shall have the right at any time to release such Lot from such Paragraph or Paragraphs as are violated, provided, however, that neither the Developer or the Board shall release a violation or violations of such Paragraph or Paragraphs except as to violations that the party releasing the same shall determine to be minor.
- 8.3 Disputes. In the event there is any dispute as to whether the use of any Lot or other property within Greenland Estates complies with the covenants and restrictions contribed in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.
- 8.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such thigation shall be entitled to reasonable attorneys fees and court costs at all trial and appellate levels. The SIRWMD will have the right to enforce, by a proceeding at low or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Managertical System.
- 8.5 Assignment. The Developer shall have the right to assign any of its rights pursuant hereto as to any of the Lots sold by the Developer as such Lots shall be designated in such assignment provided specific reference is made in such assignment to this Section 8.5.
- 8.6 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.
- 8.7 Notices to Association. Any notice or other communication required or pennitted to be given or delivered under this Declaration to the Association shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepald to the Board or the Developer at 3000-4 Harriey Road, Jucksonville, Florida 32257, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 8.6.

8.8 Antendment.

- (a) Subject to the provisions of Section 8.9 Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Lots (including any lots which are made subject to this Declaration from time to time), to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the SJRWMD, Federal House Loan Mortgage Corporation, Federal Nutional Mortgage Association, Veteran Administration, Department of Housing and Urban Development or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of Institutional Mortgagee lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein;
- (h) Subject to the provisions of Section 8.9 Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class II

membership so long as (i) the voting power of existing Members is not diffined thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot is materially aftered thereby.

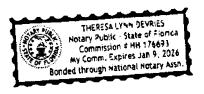
- (c) Subject to the provisions of Section 8.9 this Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by a majority of all Class A Members and the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of David County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.
- (d) So long as there remains a Class B Membership, the Developer may without the consent of any party, except as may be required by any governmental entity with jurisdiction over Greenland Estates or portion thereof form inne to time, bring within the scheme of this Declaration any of the lands described on the attached exhibit as Additional Property. Developer will also have the right from time to time to bring within the scheme of this Declaration land in addition to the Additional Property provided that (i) such additional land is contiguous to Greenland Estates, (ii) the addition of such property will not alter the common scheme for development provided in this Declaration, and (iii) the additional properties and the owners of the same will upon their addition to Greenland Estates be subject to all assessments assessed by the Association. Said addition of lands to Greenland Estates may be made by supplementary declaration and will be effective upon the recording of the same in the current public records of Duval County Florida.
- (e) Any amendment to the Declaration which would alter the Storm Water Management System, including the water management portions of the Common Areas, must have the prior approval of the SJRWMD.
- 8.9 Consents. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Institutional Mortgagees. Such provisions are to be construed as covenants for the protection of the Institutional Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest of an Institutional Mortgagees shall be adopted without the prior written consent of all Institutional Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered by Mortgages to Institutional Mortgagees. Any such of asent requested by Developer of such Institutional Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Institutional Mortgagees.
- 8.10 Legal Fees. Any and all legal fees, including but not limited to attorney's fees (through appeal if necessary) and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association.
- 8.11 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members required to constitute a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.
- 8.12 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.
- 8.13 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.
- 8.14 Context. Whenever the context so requires, any pronoun used herein may be deemed to moun the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.
- 8.15 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

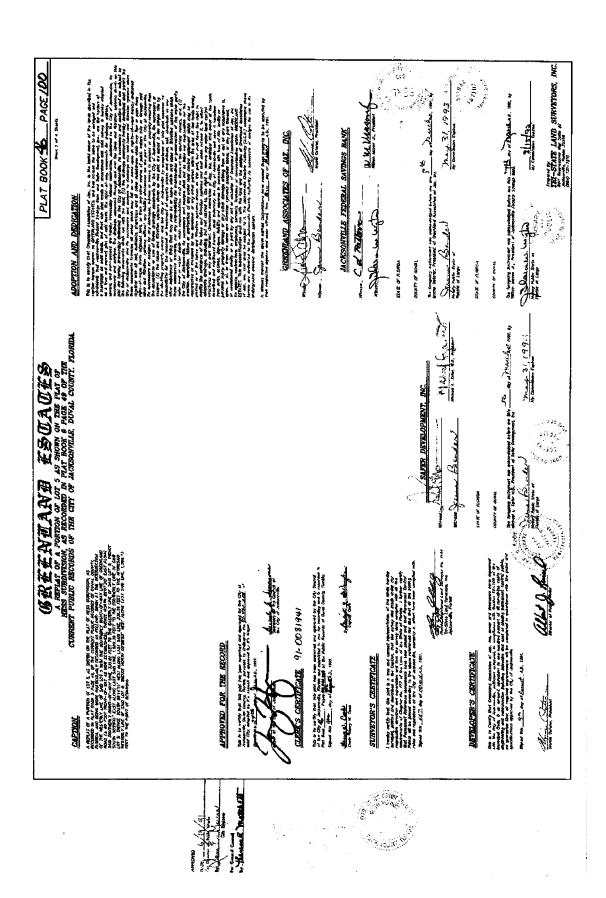
8.16 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and hind the all of Greenland Estates and inure to the henefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety year time or to each such ten-year extension, as the case may be, there is recorded in the Public Records of Duval County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or the ten-year extension during which such instrument was recorded, as the case may be.

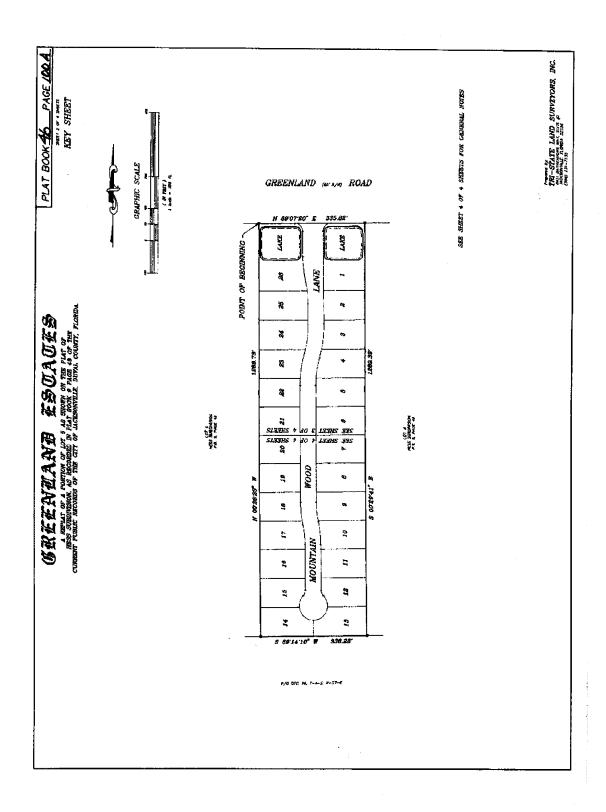
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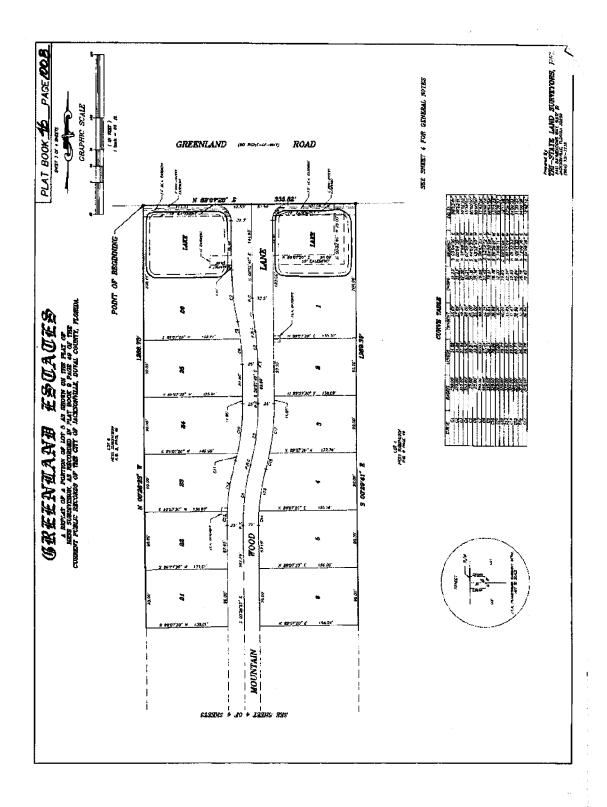
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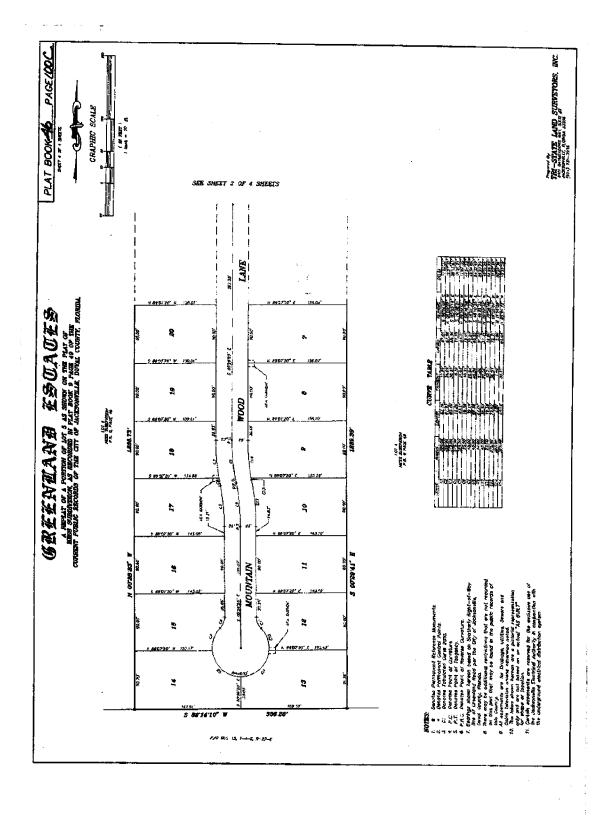
Signed, sealed and delivered in the presence of: Witness: Vice-President	COMMUNITY ASSOCIATION OF GREENLAND ESTATES, INC., OF JACKSONVII.LE, a Florida Not-for-Profit Corporation, By: Calcoca Galading - Baroile.
Print name: AUSON L. BUSUATTIL	Candace Gerding-Barone. President
Witness: Secretary / Treasurer	
Print name: LEC TRICC	
STATE OF FLORIDA COUNTY OF DUVAL	
The foregoing instrument was acknowledged before Candace Gerding-Barone, as President of the Comr of Jacksonville, a Florida non-profit corporation, or take an oath and: (Notary must check applicable be	nunity Association of Greenland Estates, Inc., a behalf of the corporation. Such person did
is/are personally known to me produced a current driver's license as identi	lication.
	entification.
(Notary Seal must be affixed)	Keckenn We
Th Name	of Notary (Typed, Printed or Stamped)
	THERESALOUS DEVRIES Notary Public Listed of Plorida Commissions on 176693 Commissions and 9, 2016 Bonced through Natural Actany Assn.











REVIVED ARTICLES OF INCORPORATION

OF

COMMUNITY ASSOCIATION OF GREENLAND ESTATES, INC. OF JACKSONVILLE

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 COMMUNITY ASSOCIATION OF GREENLAND ESTATES, INC. OF JACKSONVILLE.

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 Duval County, Florida, for all phases of the subdivision to be known as Greenland Estates and located in Duval County, Florida.

The Association shall operate, maintain and manage the stormwater management system(s) in a manner consistent with the requirements of the St. Johns River Water Management District permit or permits for the subdivision 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 PIVE

The members of the corporation shall be all fee simple lot owners in all phases of the subdivision to be known as Greenland Estates in Duval 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 Greenland Estates. Membership shall be appurtenant to, and inseparable from, ownership of a lot.

ARTICLE SIX

The street address of the principal business office of the corporation is 6196 Lake Gray Boulevard, Suite 103, Jacksonville, Florida 32244. The address of the registered office and the name of the initial Registered Agent are: Duval Realty, Inc., 6196 Lake Gray Boulevard, Suite 103, Jacksonville, FL 32244

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 Directors at the time of these Revived Articles shall be as follows:

- 1. Candace Gerding-Barone 6196 Lake Gray Boulevard, Suite 103 Jacksonville, Florida 32244
- 2. Allison Busuttil
 6196 Lake Gray Boulevard, Suite 103
 Jacksonville, Florida 32244
- 3. Leo Errico 6196 Lake Gray Boulevard, Suite 103 Jacksonville, Florida 32244

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:

Candace Gerding-Barone - President 6196 Lake Gray Boulevard, Suite 103 Jacksonville, Florida 32244

Allison Busuttil - Vice President 6196 Lake Gray Boulevard, Suite 103 Jacksonville, Florida 32244

Leo Errico - Secretary / Treasurer 6196 Lake Gray Boulevard, Suite 103 Jacksonville, Florida 32244

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 BLEVEN

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.

Candace Gerding-Barone, President

Allison Busuttil, Vice President

Leo Errico, Secretary / Treasurer

REVIVED BYLAWS

OF

COMMUNITY ASSOCIATION OF GREENLAND ESTATES, INC. OF JACKSONVILLE

A corporation not for profit under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the Bylaws of the Community Association of Greenland Estates, Inc. of Jacksonville, hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary.

The Association has been organized for the purpose of performing the functions outlined in the covenants, conditions and restrictions as may be recorded, for all phases of Greenland Estates, a subdivision located in Duval County, Florida ("the subdivision"), including any amendments thereto (the "covenants"), 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.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

The office of the Association shall be at 6196 Lake Gray Boulevard, Suite 103, Jacksonville, Florida, 32244, but may be changed from time to time, and meetings of Nembers and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

ARTICLE II

MEMBERS MEETINGS

A. Annual meeting. For so long as there is a Class B member, annual meetings shall not be required but may be held at the discretion of the Class B member.

At the termination of Class B membership, the members shall meet for the purpose of electing directors and transacting business and determining when subsequent annual meetings shall be held.

- B. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Hembers, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.
- C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.
- D. Quorum. A quorum at members' meetings shall be as provided in the covenants.
- E. <u>Voting Rights</u>. The voting rights of the members shall be as specified in the covenants.
- F. <u>Proxies.</u> Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.
- G. Adjourned meetings may be rescheduled as provided in the covenants.

- H. Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.
- I. <u>Proviso.</u> Provided, however, that until the Developer (Class B member) of the subdivision has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III

DIRECTORS

- A. <u>Governing Body</u>. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in the subdivision.
- B. <u>Directors Appointed by Declarant</u>. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class B membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the subdivision. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.
- C. <u>Number</u>. The Board shall consist of three (3) members who shall be elected by the membership at large at the annual meetings.
- D. <u>Term.</u> The term of office of Directors shall be the calendar year following his or her election and subsequently until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

- E. Removal. Any Director elected by the Class A members may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.
- F. <u>Compensation</u>. No Director shall receive compensation for any service he may render to the Association. However, a Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- G. <u>Riection</u>, Election to the Board of Directors shall be by secret written ballot. At such election, the Class A members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.
- H. <u>Proviso</u>. The Declarant shall have veto power on any act of the Board of Directors which affects the marketability of any units still owned by the Declarant.

ARTICLE IV

MEETINGS OF DIRECTORS

Directors appointed by Class B member:

A. The Directors meetings shall be scheduled by the Directors at their discretion.

Directors elected by Class & members:

- A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- B. Regular Mestings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally

or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

- D. <u>Waiver of Notice</u>. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.
- F. Adjourned Meetings. If at any meeting of the Board of Directors there be 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.
- G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.
- H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.
- I. <u>Presiding Officer</u>. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or

Articles of Incorporation, and specifically comply with all requirements of the surface and stormwater management permits;

- B. Declare the office of a member of the Board of Directors to be Vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;
- E. 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 assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;
- F. Provide for the operation, care, upkeep and maintenance of all areas which ar the maintenance responsibility of the Association, as set forth in the covenants;
- G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;
- H. Open bank accounts on behalf of the Association and designate the signatories required;
- I. Enforce by legal means the provisions of the Covenants and these Sylaws, and bring any proceedings which may be instituted on behalf of or against the owners concerning the Association;
- J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;
- K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

- L. Contract with any person or entity for the performance of various duties and functions;
- M. Supervise all officers, agents and employees of the Association, and to see that their duties are property performed;
- N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board May deem appropriate;
- O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;
- P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

- A. <u>Enumeration of Offices</u>. The officers of this Association shall be a <u>President</u>, a Vice <u>President</u>, a <u>Secretary</u>, and a <u>Treasurer</u>, and such other officers as the Board may from time to time by resolution create. The <u>President</u> and <u>Treasurer</u> shall be elected from among the members of the Board of Directors.
- B. <u>Election of Officers</u>. Until termination of the Class B membership, officers shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.
- D. <u>Special Appointments</u>. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of

receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

- F. <u>Vacancies</u>. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the vacancy.
- G. <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.
 - H. Duties. The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

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

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; shall

co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association may appoint an Architectural Control Committee as provided in the Covenants and such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

<u>AMENDMENTS</u>

These By-laws may be amended as provided in the Articles of Incorporation or any amendment thereto.

Allison Busuttil, Vice President

Leo Errico, Secretary / Treasurer

FLORIDACOMMERCE

Ron DeSantis
J. Alex Kelly

August 4, 2023

Hans C. Wahl, Esq. Cobb & Gonzalez, P.A. 4655 Salisbury Rd Ste 200 Jacksonville, FL 32256-0957

Re: Community Association of Greenland Estates, Inc. of Jacksonville; Approval;
Determination Number: 23153

Dear Mr. Wahl:

The Florida Department of Commerce¹ (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Community Association of Greenland Estates, Inc. of Jacksonville (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

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

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

James D. Stansbury, Chief

Bureau of Community Planning and Growth

JDS/bp/rm

¹ On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Department of Commerce" or "Commerce," as appropriate.

Hans C. Wahl, Esq. August 4, 2023 Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

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

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

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

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

Public Records of Duval County, Florida	15	32258	Jacksonville	11862 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current	ì		-	
Lot 15, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	14	32258	Jacksonville	11874 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 14, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	13	32258	Jacksonville	11875 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 13, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	12	32258	Jacksonville	11863 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 12, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	11	32258	Jacksonville	11851 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 11, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	10	32258	Jacksonville	11839 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 10, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	9	32258	Jacksonville	11827 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 9, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	8	32258	Jacksonville	11815 Mountain Wood. Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 8, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	7	32258	Jacksonville	11803 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 7, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	6	32258	Jacksonville	11791 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 6, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	5	32258	Jacksonville	11779 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 5, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	4	32258	Jacksonville	11767 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 4, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	3	32258	Jacksonville	11755 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 3, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	2	32258	Jacksonville	11743 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 2, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	1	32258	Jacksonville	11731 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 1, GREENLAND ESTATES according to the plat thereof recorded				
Legal Description	Lot#	Zip Code	City	Street Address
Community Association of Greenland Estates, Inc. of Jacksonville - List of Addresses / Legal Descriptions.	, Inc. of	nland Estates	ciation of Green	Community Asso
				;

Public Records of Duval County, Florida	26	32258	Jacksonville	11/30 Mountain Wood In.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 26, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	25	32258	Jacksonville	11742 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 25, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	24	32258	Jacksonville	11754 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 24, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	23	32258	Jacksonville	11766 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 23, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	22	32258	Jacksonville	11778 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 22, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	21	32258	Jacksonville	11790 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 21, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	20	32258	Jacksonville	11802 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 20, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	19	32258	Jacksonville	11814 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 19, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	18	32258	Jacksonville	11826 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 18, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	17	32258	Jacksonville	11838 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 17, GREENLAND ESTATES according to the plat thereof recorded				
Public Records of Duval County, Florida	16	32258	Jacksonville	11850 Mountain Wood Ln.
in Plat Book 46, Pages 100, 100A, 100B and 100C, of the current				
Lot 16, GREENLAND ESTATES according to the plat thereof recorded				