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**CERTIFICATE OF AMENDMENT
GATELY OAKS UNIT 1 HOMEOWNERS ASSOCIATION, INC.**

**AMENDMENTS TO THE ARTICLES OF INCORPORATION
AND
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
GATELY OAKS (UNIT 1, UNIT 1A, UNIT 2, UNIT 3A, UNIT 3B)**

The undersigned Officers of Gately Oaks Unit 1 Homeowners Association, Inc. ("Association"), a Florida Not for Profit Corporation organized and validly existing to operate and maintain the Association according to the following: **Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit 1, recorded in the Official Records Book 6919, Page 1021 of the public records of Duval County, Florida, as amended by the following amendments:** Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit I and Gately Oaks III, Unit 3A recorded in the Official Records Book 7859, Page 1332 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III, and III-A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; and Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records 8269, Page 1061 of the public records of Duval County, Florida; **and Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit One-A, recorded in the Official Records Book 7587, Page 703 of the public records of Duval County, Florida, as amended by the following amendments:** Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit 1 and Gately Oaks III, Unit 3A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records Book 8269, Page 1061 of the public records of Duval County, Florida; **and Gately Oaks Unit Two, recorded in the Official Records Book 7498, Page 1139 of the public records of Duval County, Florida, as amended by the following amendments:** Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit 1 and Gately Oaks III, Unit 3A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records Book 8269, Page 1061 of the public records of Duval County, Florida. The Gately Unit 2 Declaration spread the Gately 1 Declaration to Unit 2, or otherwise stated, subjected Unit 2 to the Gately 1 Declaration in addition to the covenants and restrictions referenced in the Gately 2 Declaration. Further the Gately Unit 2 Declaration also acted to amend the Gately 1 Declaration so as to add the contents of the Gately 2 Declaration to the Gately 1 Declaration; **and Gately Oaks III Unit 3A, recorded in the Official Records Book 7816, Page 1758 of the public records of Duval County, Florida, as amended by the following amendments** (collectively together the Declaration and all amendments hereinafter referenced as "Gately Unit 3A Declaration"). Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Units I, I-A, II, III and IIIA, recorded in the Official Records Book 7859, Page 1332 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; **and Gately Oaks Unit Three-B, recorded in the Official Records Book 8455, Page 2119 of the public records of Duval County, Florida, as amended by that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records 8269, Page 1061 of the public records of Duval County, Florida; and those certain plats of Gately Oaks as follows:** Gately Oaks One, recorded in Plat Book 46, Pages 10, 10A and 10B of the current public records of Duval County, Florida; Gately Oaks Unit One-A, recorded in Plat Book 47, Pages 87 and 87A of the

**CERTIFICATE OF AMENDMENT
GATELY OAKS UNIT 1 HOMEOWNERS ASSOCIATION, INC.**

current public records of Duval County, Florida; Gately Oaks Unit Two, Plat Book 47, Page 76 and 76A of the current public records of Duval County, Florida, Gately Oaks Unit Three A, Plat Book 48, Pages 87, 87A, 87B, and 87C, of the current public records of Duval County, Florida, and Gately Oaks Unit Three B, Plat Book 49, pages 95 and 95A, of the current public records of Duval County, Florida, hereby certify and confirm that the amendments attached as Exhibit A and Exhibit B are valid and enforceable and were approved in accordance with the governing documents of the Association as follows: the amendments to the Articles of Incorporation of the Association were unanimously approved by the Board of Directors on both October 17 and November 5, 2019 and approved by no less than a majority of Members at a duly noticed Special Membership meeting held on December 5, 2019; and the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks (Unit 1, Unit 1A, Unit 2, Unit 3A, Unit 3B) ("Amended and Restated Declaration") was unanimously approved by the Board of Directors on October 17 and November 5, 2019 and approved by no less than 2/3 of the Members at a properly noticed Special Membership meeting held on December 5, 2019.

Exhibit A - Amendments to Articles of Incorporation

Exhibit B - Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks (Unit 1, Unit 1A, Unit 2, Unit 3A, Unit 3B)

IN WITNESS WHEREOF, Gately Oaks Unit 1 Homeowners Association, Inc., has caused this Certificate of Amendment to be duly executed in accordance with the authority hereinabove expressed as of the date identified below.

GATELY OAKS UNIT 1 HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

ATTEST:

By: *Geoffrey J. Klimas*
Name: Geoffrey J. Klimas
Title: President

By: *Cori E. Peterson*
Name: CORI E. PETERSON
Title: Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was sworn to and subscribed before me this 17th day of December, 2019, by Geoffrey J. Klimas as President of Gately Oaks Unit 1 Homeowners Association, Inc., who is [] personally known to me or [] has produced _____ as identification and Cori E. Peterson as Secretary of Gately Oaks Unit 1 Homeowners Association, Inc., who is [] personally known to me or [] has produced _____ as identification.

[Notary Seal]

Susan Rose
Notary Public
Printed Name: Susan Rose
My Commission Expires: 6-20-22

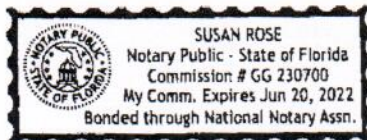


EXHIBIT B

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
GATELY OAKS
(UNIT 1, UNIT 1A, UNIT 2, UNIT 3A, and UNIT 3B)**

THIS AMENDED AND RESTATED DECLARATION is made by Gately Oaks Unit 1 Homeowners Association, Inc., whose mailing address is P.O. Box 350613, Jacksonville, FL 32235-0613 ("Association").

RECITALS

A. The original developer of the property described in Exhibit A ("Unit 1") subjected such land to that certain Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit 1, recorded in the Official Records Book 6919, Page 1021 of the public records of Duval County, Florida, as amended by the following amendments (collectively together the Declaration and all amendments hereinafter referenced as the "Gately 1 Declaration"): Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit I and Gately Oaks III, Unit 3A recorded in the Official Records Book 7859, Page 1332 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III, and III-A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; and Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records 8269, Page 1061 of the public records of Duval County, Florida.

B. The original developer of the property described in Exhibit B ("Unit 1A") subjected such land described to the Gately 1 Declaration, as defined above, as well as that certain Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit One-A, recorded in the Official Records Book 7587, Page 703 of the public records of Duval County, Florida, as amended by the following amendments (collectively together the Unit 1A Declaration and all amendments shall be hereinafter referenced as "Gately Unit 1A Declaration"): Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit I and Gately Oaks III, Unit 3A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records Book 8269, Page 1061 of the public records of Duval County, Florida. The Gately Unit 1A Declaration spread the Gately 1 Declaration to Unit 1A, or otherwise stated, subjected Unit 1A to the Gately 1 Declaration in addition to the covenants and restrictions referenced in the Gately 1A Declaration. Further the Gately Unit 1A Declaration also acted to amend the Gately 1 Declaration so as to add the contents of the Gately 1A Declaration to the Gately 1 Declaration.

C. The original developer of the property described in Exhibit C ("Unit 2") subjected such land described to the Gately 1 Declaration, as defined above, and that certain Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit Two, recorded in the Official Records Book 7498, Page 1139 of the public records of Duval County, Florida, as amended by the following documents (collectively together the Declaration and all amendments hereinafter referenced as "Gately Unit 2 Declaration"): Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Unit 1 and Gately Oaks III, Unit 3A, recorded in the Official Records Book 7933, Page 0598 of the public records of Duval County, Florida; Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida; Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B, recorded in the Official Records Book 8269, Page 1061 of the public records of Duval County, Florida. The Gately Unit 2 Declaration spread the Gately 1 Declaration to Unit 2, or otherwise stated, subjected Unit 2 to the Gately 1 Declaration in addition to the covenants and restrictions referenced in the Gately 2 Declaration. Further the Gately Unit 2 Declaration also acted to amend the Gately 1 Declaration so as to add the contents of the Gately 2 Declaration to the Gately 1 Declaration.

D. The original developer of the property described in Exhibit D ("Unit 3A") subjected such land described to the Gately 1 Declaration, as defined above, and to that certain Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks III Unit 3A, recorded in the Official Records Book 7816, Page 1758 of the public records of Duval County, Florida, as amended by the following documents (collectively together the Declaration and all amendments hereinafter referenced as "Gately Unit 3A Declaration"). **Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks Units I, I-A, II, III and IIIA**, recorded in the Official Records Book 7859, Page 1332 of the public records of Duval County, Florida; **Amendment to Covenants, Conditions, Restrictions and Easements for Gately Oaks**, recorded in the Official Records Book 8093, Page 136 of the public records of Duval County, Florida. The Gately Unit 3A Declaration spread the Gately 1 Declaration to Unit 3A, or otherwise stated, subjected Unit 3A to the Gately 1 Declaration in addition to the covenants and restrictions referenced in the Gately 3A Declaration. Further the Gately Unit 3A Declaration also acted to amend the Gately 1 Declaration so as to add the contents of the Gately 3A Declaration to the Gately 1 Declaration.

E. The original developer of the property described in Exhibit E ("Unit 3B") subjected such land described to the Gately 1 Declaration, as defined above, and to that certain Declaration of Covenants, Conditions Restrictions and Easements for Gately Oaks Unit Three-B, recorded in the Official Records Book 8455, Page 2119 of the public records of Duval County, Florida, as amended by that certain **Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks, Units I, I-A, II, III-A, III-B**, recorded in the Official Records 8269, Page 1061 of the public records of Duval County, Florida (collectively together the Declaration and all amendments hereinafter referenced as "Gately Unit 3B Declaration"). The Gately Unit 3B Declaration spread the Gately 1 Declaration, and all amendments, to Unit 3B, or otherwise stated, subjected Unit 3B to the Gately 1 Declaration in addition to the covenants and restrictions referenced in the Gately 3B Declaration. Further the Gately Unit 3B Declaration also acted to amend the Gately 1 Declaration so as to add the contents of the Gately 3B Declaration to the Gately 1 Declaration.

F. The original developer, or its successor and assigns, has sold all the lots in Gately Oaks Unit 1, Unit 1A, Unit 2, Unit 3A, Unit 3B. The individual lots within Unit 1, Unit 1A, Unit 2, Unit 3A, and Unit 3B are all subject to the Gately 1 Declaration, which is enforced by the Gately Oaks Unit 1 Homeowners Association, Inc. ("Association"). Every owner of property within Unit 1, Unit 1A, Unit 2, Unit 3A, and Unit 3B is required to be a member of the Association, which is authorized to impose assessments, that if unpaid, may become a lien on such property.

G. The Association and the Association membership desire to amend Gately 1 Declaration, Gately 1A Declaration, Gately 2 Declaration, Gately 3A Declaration, and Gately 3B Declaration so as to create one Amended and Restated Declaration for Units 1, 1A, 2, 3A, and 3B within Gately Oaks.

H. It is the intention and desire of the Association to keep Unit 1, Unit 1A, Unit 2, Unit 3A, and Unit 3B (collectively the "Property") as a single family, residential community to be maintained so as to preserve the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. The Association shall further provide for the preservation, enhancement and maintenance of the Property and the improvements thereon as described in this Amended and Restated Declaration. The Property is more fully described in Exhibits A, B, C, and D, which collectively together describe the Property.

I. The Association desires to continue to subject the Property to the covenants, restrictions, easements, charges and liens of Gately 1A Declaration, Gately 2 Declaration, Gately 3A Declaration, and Gately 3B Declaration each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

J. Pursuant to the provisions of Article X, Section 12 of the Gately 1 Declaration, as amended, the Gately 1 Declaration, the Gately 1A Declaration, Gately 1A Declaration, Gately 2 Declaration, Gately 3A Declaration and Gately 3B Declaration are hereby amended and restated, as approved by the affirmative vote of no less than two thirds (2/3) of all Class A Members of the Association.

NOW, THEREFORE, the Association hereby declares that the Property, as defined above, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth in this **Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Gately Oaks (Unit I, Unit 1A, Unit 2, Unit 3A, and Unit 3B)**, which is for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties

having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Gately Oaks Unit I Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "covenants and restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Charges" shall mean and include all General, Special and Lot Assessments.

(e) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned or required to be maintained by the Association, which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas will include a retention pond or lake located within the property and the entryway to the subdivision, including signage, landscaping, lighting and irrigation.

(f) "Declaration" or "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Easements, Covenants, Conditions, Restrictions and Easements for Gately Oaks (Unit 1, Unit 1A, Unit 2, Unit 3A and Unit 3B) applicable to the Property, as amended from time to time.

(g) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.

(h) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(i) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(j) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot. All single family residential dwellings shall have an attached two car garage.

(k) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

(l) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for the services and costs which relate specifically to that Owner's Lot.

(m) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Association Bylaws.

(n) "Mortgage" or "First Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(o) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest 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 parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

(q) "Plat" or "Plats" shall mean and refer to those certain plats of Gately Oaks as follows: Gately Oaks Unit One, recorded in Plat Book 46, Pages 10, 10A and 10B of the current public records of Duval County, Florida; Gately Oaks Unit One-A, recorded in Plat Book 47, Pages 87 and 87A of the current public records of Duval County, Florida; Gately Oaks Unit Two, Plat Book 47, Page 76 and 76A of the current public records of Duval County, Florida; Gately Oaks Unit Three A, Plat Book 48, Pages 87, 87A, 87B, and 87C, of the current public records of Duval County, Florida, and Gately Oaks Unit Three B, Plat Book 49, pages 95 and 95A, of the current public records of Duval County, Florida.

(r) "Property" shall mean and refer to that certain real property described in the Plats and as otherwise described in Exhibit A.

(s) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(t) "Surface Water Management System" shall mean the system which was designed and constructed or implemented to control discharges, which are necessitated by rainfall events, incorporating methods to collect, store, absorb, inhibit, treat, use or reuse water, or other surface water management capabilities, as permitted pursuant to Chapters 40C-4, 40C-40 of 40C-42, F.A.C.

(u) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in Duval County, Florida, as further described in the Plats, and which has been more particularly described in Exhibit A attached hereto and incorporated herein.

Section 2. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments.

ARTICLE III OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. Members shall be all Owners and each Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

ARTICLE IV
OWNER RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of this Declaration, the Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

(f) The right of the Association to acquire, extend, terminate or abandon easements.

Section 2. Any Owner who leases their Lot shall pass with such lease to the tenant who resides thereon, the right of enjoyment to the Common Areas and facilities, subject to the provisions of this Declaration and the Association Articles of Incorporation, Association Bylaws and Association Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall be deemed to have authorized the Association to repair the damage on their behalf and charge back such expenses to such Owner. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment, for which a lien may be imposed if not timely paid.

Section 4. The entryway to the Gately Oaks community is located upon lands within the public right of way and upon Lots 1 and 56 of Unit I and Lots 1 and 54 of Unit 3A, as more specifically described in Article IX, Section 5 herein. The Association has an alienable and releasable easement over and across the Lots 1 and 56 of Unit I and Lots 1 and 54 of Unit 3A, the public right of way and the Common Areas for its benefit and the benefit of its successors in title or assignees of record, which easements shall be for the purpose of and include the right, but not have the obligation, to enter upon such property for the purpose of construction of additional facilities, alteration of existing facilities, maintain and make alterations and additions to the entranceway and signage, landscaping or creation of new easements or modifications of pre-existing easements, to exercise any other rights provided for elsewhere herein, or take any other actions necessary to ensure that the Common Areas are maintained and preserved in a quality manner. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding the legal title to the Common Areas. The Association hereby reserves for itself and the Owners an alienable and releasable easement over and under all lakes and retention ponds within the Property for drainage of surface water.

ARTICLE V
ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for under Florida law, including but not limited to Florida Statutes Chapter 720, as amended from time to time, or as set forth in this

Declaration, the Association's Articles of Incorporation or the Association Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services, which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and otherwise take action to properly maintain and repair the landscaping and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be considered a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessment, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys' fees and late fees, if applicable.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefore shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time changed by the Association as the Association Board of Directors chooses in its sole discretion. Security procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property.

NEITHER THE ASSOCIATION NOR ITS BOARD OF DIRECTORS OR OTHER AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL INJURY OR FOR ANY LOSS OR DAMAGE TO PROPERTY WHICH MAY OCCUR WITHIN THE PROPERTY, WHETHER OR NOT IT IS DUE TO THE FAILURE OF THE SECURITY SYSTEM AND PROCEDURES ADOPTED FROM TIME TO TIME.

Section 6. Lake Maintenance. The retention ponds as shown on the Plats (hereinafter the "Lakes") shall be maintained by the Association for the benefit of all Lot owners. The Lakes are a part of the Stormwater Management System, which is a drainage and filtration system that serves the Property. The Owners of the Lots that abut a Lake shall not dredge, fill or otherwise alter the Lake except for maintenance purposes as otherwise outlined in this Declaration.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges"), together with interest, late fees and costs of collection, including but not limited to attorneys' fees and costs, when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of Duval County, Florida. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto, including but not limited to attorneys' fees. Each Owner of a Lot, by acceptance of a deed or other transfer document therefore, 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 charges established or described in this Article and in the Association Articles of Incorporation and Association Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and

employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner. Any payment received by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs associated with the collection of the charges, including but not limited to attorneys fees and then to the delinquent General Assessment or Special Assessment.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall 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 Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3.

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures, and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws. Further, the Association may levy a Special Assessment at any time by a majority vote of the Association Board of Directors for the purpose of financing or defraying the costs associated with any responsibility of the Association as outlined in this Declaration or under Florida law.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association, at any time by a majority vote of the Association Board of Directors, may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services, including but not limited to landscaping related items, which have been provided to such Lot or its Owner due to such Owner's refusal or inability to construct, reconstruct, repair, replace or maintain their Lot as required by this Declaration. The cost of such Lot Assessment shall not be included in the General Assessment, but rather shall be passed on to the Owner of the Lot requiring services.

Section 5.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at eighteen percent (18%) per annum or at the maximum rate allowed by law, whichever is greater, until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fee, 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, which lien shall attach upon the recording of the claim of lien as aforesaid. 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 incurred 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. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges 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 mortgage 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 waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien upon a Lot provided for herein shall be inferior and subordinate to the lien of a First Mortgage held by a Mortgagee 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 validity of the lien or the responsibility for the amounts due and owing to the Association secured by the lien.

Section 6. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) Pursuant to the Association Articles of Incorporation and the Association Bylaws, the Association Board of Directors shall adopt a budget for each succeeding 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 Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(c) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver 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 continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 7. The following property subject to this Declaration shall be exempted from Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas.

(c) All properties owned by any charitable or non-profit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence by any person.

Section 8. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Property and to promote the value of the Property, the Property is hereby made subject to the following restrictions, in this Article VII, and every Lot Owner agrees to be bound hereby. The Association Board of Directors, upon majority vote, shall carry out the duties of the Association in this Article VII, regarding architectural review. Notwithstanding, the Association Board of Directors may create an Architectural Review Committee ("ARC"), which shall be comprised of no less than three (3) Members, appointed by the Board. The members of the ARC serve at the pleasure of the Board and may be removed at any time by the Board of Directors. To be eligible for service on the ARC a Member must meet the same eligibility requirements as service on the Board of Directors.

Section 2. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot nor shall any additions to exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, approximate square footage, construction schedule and such other information as the Association shall reasonably require, have been submitted to and approved by the Association in writing. The Association shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans that are not, in its opinion, suitable or desirable for any reason, including for purely aesthetic reasons. In passing upon such building plan and specifications and lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed construction, the quality of the proposed workmanship and quality of the materials proposed to be used. Notwithstanding the foregoing, no T-1-11 siding or any other type of vertical siding shall be attached to the exterior front facade of any improvement on any Lot.

Section 3. No approval of plans and specifications by the Association or the ARC shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any house or other improvement built in accordance therewith will be built with applicable building codes or other governmental requirements or in a good and workmanlike manner. The Association, the ARC, or any of its members or agents shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 1. Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. No building or structure shall have exposed concrete blocks except for its foundation. All single family residences shall include an attached two-car garage.

Section 2. Minimum Square Footage. No House or other structures shall be constructed on a Lot which has a height exceeding 35 feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on Lots shall have a minimum of 1,600 square feet of heated and air conditioned living space. All two-story Houses constructed on Lots shall have a minimum of 1,800 square feet of heated and air conditioned living space.

Section 3. Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one dwelling is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above shall apply only to the extreme side lines of the building plot occupied by such dwelling.

Section 4. Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed thirty percent (30%).

Section 5. Sheds and Shacks. No shed, shack, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot except as otherwise provided in this Section 5. One (1) work or storage shed shall be permitted per Lot (or adjoining Lot if the House is erected to include more than one Lot) as follows:

- (a) Must receive approval pursuant to Article VII of this Declaration;

(b) Permitted construction materials: vinyl, plastic, wood or cement fiberboard. Tin and Metal are specifically excluded;

(c) Roof material: shingled or shingled style that coordinates with the color and scheme of the home;

(d) Must be concealed from view from any adjacent lot or roadway by a fence.

(e) Dimension limitations: Maximum height: 8 feet; Maximum width: 12 feet; Maximum length: 12 feet; and

(f) Placement must conform with set back requirements of this Declaration and local ordinances.

Section 6. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as a residence either temporarily or permanently.

Section 7. Fences. Hedges, fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and not closer to the front of the Lot than the front line of the main residence; nor closer than twenty feet (20') to a side street when the residence is situated on a corner Lot. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No chain link fences shall be erected on any Lot. No fence or wall shall be erected until the quality, style, color and design shall have been first approved pursuant to the process of Article VII of this Declaration.

Section 8. Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure to be built, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the marshlands. All sewage must be disposed of through the sewer lines and disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 9. Motorists' Vision to Remain Unobstructed. The Association 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 Association, obstruct the vision of any motorist upon any of the streets.

Section 10. Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. The Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

Section 11. Aerials and Antennas. No radio or television aerial or antenna or any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure on any Lot unless and until the location, size and design thereof shall have been approved pursuant to Article VII, herein. Notwithstanding, the Association acknowledges that both state and federal law, from time to time regulate such activity, and to the extent that the same is regulated by local, state or federal laws, the Association shall comply with such laws first, but shall still require notice of the improvement through application under Article VII of this Declaration. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is not visually offensive. No dish or satellite antenna larger than two (2) feet in diameter will be permitted. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

Section 12. Pets. Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any

commercial or breeding use. If, in the sole opinion of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 13. Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscaping is to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

Section 14. Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the residential structures or in the side yards, except as otherwise noted herein. All such objects shall be completely screened inside a garage or within the rear yard primarily concealed from view from any adjacent lot or roadway by a fence. Something is primarily concealed from view by a fence under this Section 14 if no more than twenty-four (24) inches is visible above the fence line. Private four wheel passenger vehicles of standard height may be parked in the driveways. Other vehicles may be parked in the driveways during the times necessary for pick up and delivery service and solely for the purpose of such service. No owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any lot or within any portion of the Property, except within enclosed garages.

Section 15. Air Conditioners. Unless the written approval of the Association is obtained pursuant to Article VII, no window air conditioning units shall be installed in any side of a building which faces a street.

Section 16. Clothesline. No clothesline or any other clothes-drying facility shall be permitted on any Lot.

Section 17. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 18. Environmental Protected Areas.

(a) No permanent structures of any type shall be constructed within that part of the Property that is the marsh side of the "Environmental Jurisdiction Line" as shown on the Plat of the Property. Each Owner who owns land located on the marsh side of said Environmental Jurisdiction Line shall be responsible for maintaining that portion of his or her Lot located on the marsh side of the Environmental Jurisdiction Line in its natural pristine state. Notwithstanding the foregoing, the Owners of Lots 42 and 43 of Unit IIIA may apply for dredge and fill permits from the Corps of Engineers and/or the Department of Environmental Regulations of Florida or any other applicable governmental agencies.

(b) There are certain "Conservation and Vegetative Natural Buffers areas ("Conservation and VNB Areas") in Unit 3A and Unit 3B and the same shall mean and refer to all of such areas located on any recorded Plat of the Property.

(c) The Conservation and VNB Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Association, its successors and assigns, for the purpose of retaining and maintaining the Conservation and VNB Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation and VNB Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(i) The Construction, installation or placement of signs, buildings, fences, walls, roads, or any other structures and improvements on or above the ground of the Conservation Areas;

- (ii) The dumping or placing soil or other substances or materials as landfill or the dumping place of trash, waste, or unsightly or offensive materials;
- (iii) The removal or destruction of live trees, shrubs or other living vegetation from the Conservation and VNB Areas;
- (iv) The excavation, dredging or removal of loam, peat, gravel, rock, soil, other material substance in such a manner as to affect the surface of the Conservation and VNB Areas;
- (v) Any use which would be detrimental to the retention of the Conservation and VNB Areas in their natural condition; and
- (vi) Acts or uses detrimental to such retention of land or water areas.

(d) The conservation and VNB Areas hereby created and declared shall be perpetual.

(e) The Association, its successors and assigns and the St. Johns River Water Management District shall have the right to enter upon the Conservation and VNB Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

(f) All subsequent owners of any land upon which there is located any Conservation and VNB Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Areas.

(g) The prohibitions and restrictions upon the Conservation and VNB Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation and VNB Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

(h) All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation and VNB Areas, and shall be binding upon, and shall inure to the benefit of the Association its successors and assigns.

Section 19. Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law.

Section 20. Inspections. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance within this Declaration.

Section 21. Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water management system. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water 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 management system shall be permitted or, if modified, as approved by the St. Johns River Water Management District.

ARTICLE IX
UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. The Association and its designees have reserved and shall have a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Association. By virtue of this easement, it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. The Association and its designees have reserved and shall have a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Association. By virtue of this easement, it shall be expressly permissible for the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 3. The Association and its designees have reserved and shall have a blanket easement right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, take up pavement or to take any other similar action reasonably necessary, following which the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Association an emergency exists which precludes such notices. The right granted hereunder may be exercised at the sole option of the Association and shall not be construed to obligate the Association to take any affirmative action in connection therewith.

Section 4. To the extent that any improvements constructed by the original developer encroach upon any Lot, or if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

Section 5. The Association has reserved and shall have an alienable and releasable easement over and across two fifteen foot (15') by ten foot (10') tracts located on the Northeast corner of Lot 56 and the Northwest corner of Lot 1 with the fifteen foot (15') portion bordering on Gately Road for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage.

ARTICLE X GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Association Bylaws and the Association Rules and Regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of Duval County, Florida. Unless this Declaration is terminated by an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date and the same shall have been recorded, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment (to the covenants and Restrictions) which would affect the surface water management system including the water management portion of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. The Association reserves the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as Association deems necessary to enforce this Declaration and the governing documents of the Association, all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association on demand the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand, the charges shall bear interest at the maximum legal rate of interest permitted by law from the date of demand until payment is received. The Association may bring action at law or in equity against the Lot Owner personally obligated to pay the same, or upon giving the Lot Owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. Any amount owed to the Association under this paragraph may also be added to any lien for any other monetary obligations owed the Association, which includes the remedy of foreclosure of such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees and costs (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure of the Association to bring any action to enforce any provision of this Declaration or any of the Association's governing documents shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

Section 6. In addition to the enforcement provisions previously set forth in this Declaration, the provision of this Declaration may be enforced by any Owner by a proceeding at law or in equity against, any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water management system.

Section 7. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 8. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration, which shall remain in full force and effect.

Section 9. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 10. This Declaration may be amended at a duly called meeting of the Association members where a quorum is present if the amendment resolution is adopted by not less than a two-thirds (2/3) vote of all Members of the Association. An amendment so adopted shall be effective upon the recordation in the public records of Duval County, Florida, of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

Section 11. Any and all legal fees, including but not limited to attorneys' fees 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.

Section 12. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned sets its hand and seal on the date identified below.

GATELY OAKS UNIT 1 HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness signature

Joseph F. Klimas
Witness Print Name

[Signature]
Witness signature

Perry D. Rose, Jr
Witness Print Name

[Signature]
By: Geoffrey J. Klimas
Its: President
Date: December 17, 2019

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17 day of December, 2019 by Geoffrey J. Klimas, as President of GATELY OAKS UNIT 1 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who [] is personally known to me or [] produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public, State of Florida

Printed Name: Susan Rose
My Commission Expires: 6-20-22

