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DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
BOSTWICK MEADOWS

EX 0499-200935

OFFICIAL RECORDS

THIS DECLARATION, dated Jan 15, 1987, is made by JAMES W. SWAN (the "Developer") the owner of fee simple title to all of the real property included within Bostwick Meadows, as described on the plat recorded in Plat Book 6, page 49 of current public records of Putnam County, Florida (the "Property"). Developer hereby declares that all of the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon Developer and all parties having or acquiring any right, title, or interest in the property or any part thereof.

ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Parcel, and are intended to create mutual equitable servitudes upon each Parcel in favor of the other Parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Parcels, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within the Property agrees to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II  
DEFINITIONS

Section 2.1 Association. The Bostwick Meadows Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits A and B, respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. James W. Swan and his heirs, successors and assigns. Reference in this Declaration to James W. Swan as the Developer of the Property is not intended and shall not be construed to impose upon James W. Swan any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Parcels within the Property from James W. Swan and develop and resell the same.

Section 2.4 Subdivision or Property. All of the real property included within the plat of Bostwick Meadows less any property withdrawn from the scheme of development contemplated by this Declaration in accordance with the provisions of Section 3.1.

Return  
JACK SWAN  
P.O. Box 1232  
Dundee, FL 33838

Section 2.5 Parcel. Any parcel or other division of land, together with any improvements thereon, within the Property on which a residence has been or could be constructed.

Section 2.6 Owner. A person who is a record owner of a Parcel.

Section 2.7 Common Property. All real or personal property and all interests in real or personal property (including use rights) owned or maintained by the Association or Developer, whether or not located within the boundaries of the Property, held primarily for the common use and enjoyment of the Owners. The Common Property shall specifically include, without limitation, the roads described as Timberview Drive, Meadowview Drive, and Prado Court, as shown on the plat of the Subdivision. Prior to the time when the Developer no longer owns any Parcels within the Property, but not until seventy-five percent (75%) of the Parcels have been sold to Owners other than the Developer, the Developer shall convey by appropriate instrument, the Common Property to the Association, which shall accept such conveyance.

### ARTICLE III ADDITIONS, DELETIONS, PLATTING

Section 3.1 Deletions. Developer may, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this declaration after such withdrawal. Developer shall further have the right to vacate or replat, the plat of any portion of the Subdivision withdrawn from this Declaration pursuant to the terms hereof. Withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of Putnam County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration, or replat or vacate the plat of a portion of the Subdivision, without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

### ARTICLE IV PROPERTY RIGHTS

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association or Owners as applicable. Every member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Parcel, subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of

the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and the Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

4.1.5 The exclusive use rights of individual Parcels Owners.

#### ARTICLE V THE ASSOCIATION

Section 5.1 Membership. Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer and shall be entitled to one vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Parcel.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) three years following the conveyance of the first Parcel within the Subdivision from the Developer to an Owner.

#### ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Parcel within the Subdivision, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of

collection thereof (including reasonable attorneys fees), shall be a charge on the Parcel and shall be a continuing lien upon the Parcel(s) (other than Parcel(s) owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

Section 6.3 Rate of Assessment. Except as otherwise specifically provided in this Declaration each Parcel subject to assessment shall be assessed at a uniform rate as established by the Board from time to time whether such assessment shall be for annual, supplemental or special assessments.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive. The first annual assessment for the Subdivision shall not exceed \$~~88.00~~ <sup>2.00</sup> per month per Parcel. Thereafter, the annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15% unless approved by a vote of two-thirds (2/3) of the members of the Board.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including necessary fixtures, or replacement of a capital improvement including necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Developer's Assessments. During the Development Period (as defined below) the Parcels and other areas within the Subdivision owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer at assessment rates equal

to the budgeted levels. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first parcel in the Subdivision to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon the termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Parcels it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Parcels within the Subdivision.

**Section 6.8 Negligence.** Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property tendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, or other invitees. This expense shall become part of the assessment for which such Owner is liable under this Article VI. As such, such expense shall constitute a lien upon the Owner's Parcel and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

**Section 6.9 Date of Commencement of Annual Assessments and Due Dates.** The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. The payment schedule and due date of any assessment shall be fixed in the resolution authorizing such assessments.

**Section 6.10 Duties of the Board in Fixing Assessments.** The Board shall cause an annual budget of projected common expenses to be prepared, which shall include an adequate reserve fund for periodic maintenance, repair and replacement of the Common Property, and fix the date of commencement, and the amount of the assessment against each Parcel and other portions of the Property, and the payment schedule at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Parcels and assessments applicable thereto which shall be kept by an officer of the Association and shall be open to inspection by any Member upon reasonable notice. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of an any assessment therein stated to have been paid.

**Section 6.11 Effect of Non-Payment of Assessment: Lien. Personal Obligation. Remedies of Association.** The lien of the Association shall be effective from and after recording in the public records of Putnam County, Florida, a claim of lien stating the description of the Parcel encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure payment of assessments which are due and payable when claim of lien is recorded plus any assessments which shall fall due and remain unpaid thereafter until the claim of lien shall be satisfied of record, together with interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.

Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Parcel Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to foreclose the claim of lien and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 6.12 Subordination to Lien of Mortgages. The lien for assessments as provided by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or any assignee, guarantor or insurer thereof which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Parcel by deed in lieu of foreclosure of such Parcel or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessments which remain unpaid as a result of a first mortgagee obtaining title to the Parcel, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Property.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien.

#### ARTICLE VII ASSESSMENT FOR EXTERIOR MAINTENANCE

Section 7.1 Exterior Maintenance. The Association may provide maintenance upon any Parcel requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood. The Parcel Owner shall have five days within which to commence to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

**Section 7.2 Assessment of Costs.** The cost of such exterior maintenance shall be assessed against the property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the properties involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Parcels in the Subdivision. The exterior maintenance assessments shall not be considered a part of the annual, supplemental or special assessments. Any exterior maintenance assessment shall constitute a lien on the Parcel(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 6.11 of Article VI above.

**Section 7.3 Access.** For the purpose of performing the maintenance authorized by this Article, the Association, acting through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel(s) or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

#### ARTICLE VIII USE RESTRICTIONS

**Section 8.1 Residential Use.** The Parcels subject to these Covenants and Restrictions may be used for residential living units, including permanently affixed mobile homes, and for no other purpose except that one or more Parcels may be used for model homes during the development and sale of Parcels within the Property. The model homes may be used to promote the sale of homes and options solely within the subdivision. No business or commercial building may be erected on any Parcel and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Parcel without prior ARB approval thereof as elsewhere herein provided. No Parcel shall be divided, subdivided or reduced in size without the prior written approval of the ARB. A Parcel may be subdivided for the purpose of increasing the size of a contiguous Parcel, provided the remaining portion of the unconsolidated portion of the Parcel has a total area of not less than ninety-five percent (95%) than the total area of the smallest Parcel in the Subdivision as originally platted. The division, subdivision, consolidation, or reduction in size of any parcel shall not reduce the total assessments attributable to the parcel as originally divided. In the event of the subdivision and consolidation of any Parcel(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Parcel(s) shall be and become proportionately attributable and chargeable to the contiguous Parcel(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Parcel(s) become consolidated. In the event that one or more Parcels are developed as a unit, the provisions of this Declaration shall apply thereto as a single Parcel except as to assessments provided for herein. The total ground area to be occupied by single family residences to be constructed within the subdivision shall not exceed twenty-five percent (25%) of the ground area of the building parcel, upon which such residences is located.

Section 8.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary buildings or structures shall be erected or permitted to remain on any Parcel without written consent of the Developer. Permanent storage sheds shall be permitted. Commercial vehicles shall not be parked within public view on a regular basis, unless such commercial vehicles are also the personal vehicle of an Owner. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by Developer.

Section 8.3 Protection of Trees. No tree or shrub located within the Common Property or natural buffer areas within the Subdivision shall be cut down, destroyed or removed from a Parcel without the prior express written consent of the ARB.

Section 8.4 Mobile Homes and Recreational Vehicles. All mobile homes to be located within the Subdivision shall be permanently affixed and skirted within ninety (90) days of delivery to a Parcel. No mobile home shall be located within the Subdivision that is more than five (5) years old at the time of original installation within the Subdivision, without prior written approval of the Board. Recreational vehicles and trailers shall not be parked upon any Parcel for more than fourteen (14) consecutive days or more than twenty-one (21) days in any month, not to exceed three (3) months in any calendar year.

Section 8.5 Nuisances. Nothing shall be done or maintained on any Parcel which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Parcel which interferes with television, cable or radio reception on another Parcel shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 8.6 Signs. No sign of any kind shall be displayed to the public view on any Parcel except as may be approved as to size and design and in accordance with criteria established by the Board.

Section 8.7 Living Area. Each detached single family residence or mobile home constructed or installed upon a Parcel or building parcel within the Property shall contain a minimum of seven hundred twenty (720) square feet of air conditioned or heated living area. Living area as referred to in this section excludes garages and patios. The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed twenty-five percent (25%) of the ground area of the Parcel or building parcel upon which such residence is located.

Section 8.8 Lighting. No lighting shall be permitted which alters the residential character of the Property.

Section 8.9 Animals. Any animals shall be kept under control by the Owner at all times. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. The keeping of swine on any Parcel or other portion of the Property is strictly prohibited. If in the discretion of the Association any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of



wildlife or property, they may not thereafter be kept on a Parcel.

**Section 8.10 Miscellaneous.** No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any Parcel. All Parcels and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Parcel for the purpose of removing unsightly trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VII hereof.

During construction of a dwelling or other improvement, each Owner will be required to maintain his Parcel in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Parcel.

All main structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.

**Section 8.11 Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Parcel, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Parcel restored to an orderly condition within sixty (60) days of such damage or destruction.

**Section 8.12 Setback.** No dwelling shall be erected within twenty-five (25) feet of the front Parcel line, within ten (10) feet of any side Parcel line, within any easement area, or within ten (10) feet of any rear Parcel line.

**Section 8.13 Water Bodies and Storm Water Discharge System.** Only the Developer or Association shall have the right to pump or otherwise remove any water from any water body within the Property or adjacent or near the Property for the purpose of irrigation or other use, or to place any material therein. No Owner shall take any action or fail to take any action as to such Owner's lot that could impede or interfere in any way with the overall drainage plan for the Property. The Developer (and, after assignment of such right to the Association, the Association) shall have the sole and absolute right to control the water level of such water bodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein and shall have the responsibility to maintain the water bodies and any drainage structures located therein or otherwise comprising the stormwater discharge/surface water management system (the "stormwater discharge system") serving the Property, in accordance with the rules of the Florida Department of Environmental Regulation, the St. Johns River Water Management District, or other governmental entities having jurisdiction. Parcels which now, or may hereafter be, adjacent to a water body shall be maintained so that such grass, planting or other lateral support as is necessary to prevent erosion of the embankment adjacent to the lake, is preserved. The height, grade and contour of such embankment shall not be changed without prior written consent of the Association. If the Owner

of any such parcel fails to maintain the embankment in accordance with the foregoing, the Association shall have the right, but no obligation to enter upon any such parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such parcel. The Developer or the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface of any water body, or other area comprising a part of the stormwater discharge system serving the Property. The Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Association may create a nuisance or participate in a disturbance on any part of the surface waters of any such lake, or other area. The Developer hereby grants to the Association, its successors and assigns a non-exclusive easement over the Property for purposes of performing the maintenance of the water bodies, drainage areas and structures comprising a part of the stormwater discharge system serving the Property as described above. The Association, its successors and assigns shall not use the easement granted hereby in any manner so as to materially and adversely affect the property interest of any Owner.

#### ARTICLE IX UTILITY PROVISIONS

Section 9.1 Water System. Each Parcel Owner shall be solely responsible for the installation and maintenance of a well water system to provide potable water to his Parcel and improvements constructed thereon. Each Parcel Owner shall comply with all laws, ordinances, rules and other governmental regulations concerning the location, installation and maintenance of water wells for residential use and shall indemnify the Developer and Association from any loss, claims, damage or expense arising out of the installation, use or maintenance of the well water system.

Section 9.2 Sewage System. Each Parcel Owner shall be solely responsible for the installation and maintenance of septic tanks, drain fields and related structures as are necessary to provide sanitary sewer facilities for his Parcel and improvements constructed thereon. Each Parcel Owner shall be solely responsible to comply with all laws, ordinances and rules regulating the installation and maintenance of septic tanks, drain fields and similar structures and shall indemnify the Developer and Association from any loss, claims, damages or expense arising from the use of such septic tanks, drain fields or related structures.

Section 9.3 Electrical and Telephone Service. All telephone, electric and other utility lines and connections between the main or primary utility lines and the residence and other buildings located on each Parcel shall be installed in such a manner as shall be acceptable to the governing utility authority.

#### ARTICLE X RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 10.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities, and for surface drainage on, in and over any area designated as an easement, private street or right-of-way area on any deed or recorded instrument relating to any portion of the Property and on, in and over a strip of land ten (10) feet in width at the side, front and rear Parcel line of any Parcel.

Section 10.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a parcel which are not located within the specific easement area designated pursuant to this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Parcel or into a septic tank drain field.

Section 10.3 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Parcels within the property owned by Developer. The easements granted by Developer shall not materially or adversely affect any improvements.

Section 10.4 Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any parcel line or easement area, Developer reserves for itself the right to release the Parcel from the restriction which it is violated and to grant an exception to permit the encroachment by the structure over the Parcel line, or in the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent parcels and the overall appearance of the Property.

#### ARTICLE XI ROADWAYS

Section 11.1 Roadways. All of the property designated on the plat of the subdivision as Timberview Drive, Meadowview Drive and Prado Court is and shall remain privately owned and the sole and exclusive property of the Developer, its successors, assigns, grantees or nominees, if any, of said parcels. The Developer, however, hereby grants to the present and future Owners of Parcels and their guests, invitees and domestic help, and to delivery, pick up and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Developer or the Association to serve the property, holders of mortgage liens on any lot and such other persons as the Developer or the Association has designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the roadways, subject, however, to the rights of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the roadways. Notwithstanding the foregoing provisions of this Article XII, Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Parcel, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision

of a motorist upon any of the roadways. In the event and to the extent that the parcels referred to in this Article XII or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Article XII thereafter shall be of no further force or effect.

Section 11.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of Putnam County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the property to dedicate to the public all or any part of the roadways and all or any part of the easements reserved herein (including those shown on the Plat). In addition, the Developer shall have the right to redesignate, relocate or close any part of the roadway without the consent or joinder of any party so long as no lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

#### ARTICLE XII GENERAL PROVISIONS

Section 12.1 Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by two-thirds of the Owners has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expense of litigation shall include reasonable attorneys fees incurred by Developer and/or the Association in seeking such enforcement.

Section 12.2 Rights of Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the address of the Parcel, any holder, insurer, or guarantor of a mortgage encumbering any Parcel within the Subdivision will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the Subdivision or the Parcel securing its mortgage.
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Parcel on which it holds a mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 12.3 Notices Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Putnam County, Florida, at the time of such mailing.

Section 12.4 Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.5 Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the Owners of two thirds of the Parcels, provided that so long as Developer is the owner of any Parcel, or any Property affected by this Declaration or amendment hereto, no amendment will be effective without Developer's express written joinder and consent. The Developer specifically reserves the absolute and unconditional right so long as it owns any Parcel(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent of joinder of any party.

Section 12.6 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.7 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Putnam County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and  
delivered in the  
presence of:

Dorothy Wooten  
Dorothy Price

By:

James W. Swan  
James W. Swan

[CORPORATE SEAL]

STATE OF FLORIDA )  
COUNTY OF ORANGE ) ss 262-80-7807

The foregoing Declaration of Covenants and Restrictions for Bostwick Meadows was acknowledged before me this 16 day of JAN, 1987, by James W. Swan, individually.

(Notarial Seal)

W. L. W. Swan  
Notary Public, State of Florida at  
Large

My Commission Expires:

BYLAWS

OFFICIAL RECORDS

OFBOSTWICK MEADOWS HOMEOWNERS ASSOCIATION, INC.I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Bostwick ("Declaration") to be executed by JAMES W. SWAN and to be recorded in the Public Records of Putnam County, Florida, shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Bostwick Meadows Homeowners Association ("Association") shall be at P.O. Box 246, Bostwick, FL or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a parcel, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of Bostwick Homeowners Association, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members elected or appointed by Developer) shall be

made by made by a Nominating Committee appointed by the Board.

B. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either three (3) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot as provided in Section D of this Article and shall be made prior to the time fixed for the annual meeting.

C. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board, by mail thirty (30) days prior to the annual meeting. The ballots shall (i) describe the vacancies to be filled, and (ii) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer.

D. The members of the Board elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

#### VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.
2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.
7. To establish a fiscal year for the Association and to change the dates of the fiscal year from time to time.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(a) To cause an annual budget of projected common expenses to be prepared, which shall include an adequate reserve fund for periodic maintenance, repair and replacement of the Common Property, and to fix the amount of assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;

(b) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

(c) To send written notice of each assessment to every member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meeting of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors after not less than three (3) days notice of each Director.

C. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation. The President shall be a member of the Board, but the other officers need not be.

B. The officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation,

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or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the Secretary of the Board, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep all records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such members.

H. 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, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

#### IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board. The committees (except the ARB) shall be appointed by the Board within thirty (30) days after each annual meeting of the Board, to serve until succeeding committee members have been appointed. The Board may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and functions described by these Bylaws.

C. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of property within the Property and shall perform or seek the performance of such other functions as the Board, in its

discretion, determines.

D. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right within thirty (30) days of such decision, to make a written request to the Board, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership, and may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope and responsibility. A committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as may be concerned with the matter presented.

X. BOOKS AND PAPERS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or holder, insurer, or guarantor of any first mortgage encumbering property within the Subdivision.

XI. MEETINGS OF MEMBERS.

A. The first annual meeting of the members shall be held on 11/5/, 1986 or at such other date and time as the Board may select and as is specified in the notice of the meeting. Each subsequent annual meeting of the members shall be held on the anniversary of the first annual meeting or at such other date and time as the Board may select and as is specified in the notice of the meeting.

B. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon written request of the members who have a right to vote one-half of all votes of the entire membership.

C. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the Corporation. Each member shall be responsible for registering his address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence at the meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of

Incorporation or the Declaration shall require a quorum as therein provided, if any.

**XII. PROXIES.**

1. At all corporate meetings of the members, each member may vote in person or by proxy.

2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months and every proxy shall automatically cease upon the sale by the member of his home or other interest in the property.

**XIII. SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Roswick Homeowner's Association, Inc., not for profit, 1985.

**XIV. AMENDMENTS.**

These Bylaws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board except that no amendment affecting the Developer shall be effective without the Developer's written consent. Amendments shall be effective on the date of passage by the Board and approval of the Developer. No amendment need be recorded in the public records of Putnam County, Florida.



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CLAY ELECTRIC COOPERATIVE  
DISTRIBUTION RIGHT-OF-WAY EASEMENT

Bostwick Meadows/Palatka

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Grantors, (whether one or more)

JAMES W. SWAN

731 Rock Creek Loop

Longwood, FL. 32750

OR 491-275

OFFICIAL RECORDS

in consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do es hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement thirty feet in width over, under, upon and across the lands and real property situate, lying and being in the County of Putnam, State of Florida, more particularly described as follows:

Bostwick Meadows Subdivision--A tract of land situated in Section 28 & 29, Township 8 South, Range 27 East, Putnam County, Florida, more particularly described as follows: Commence at the concrete monument designating the SE corner of Section 28, Township 8 South, Range 27 East, Putnam County, Florida; thence run S 88 degrees, 53 minutes, 01 seconds West along the South line of said Section 28, 1210.28' to the Point of Beginning. Thence continue south 88 degrees, 53 minutes, 01 seconds West 1171.99 feet to the SW corner of Section 28, thence run N 01 degrees, 46 minutes, 28 seconds West along the West line of said Section 28, 1385.48 feet; thence run south 88 degrees, 54 minutes, 00 seconds West 1956.93 feet; thence run north 2 degrees, 16 minutes, 44 seconds West, 689.00 feet; thence run North 88 degrees, 47 minutes, 17 seconds East, 327.12 feet; thence run South 2 degrees, 11 minutes, 53 seconds East, 574.85 feet to the South R/W of County Road 209, thence run North 89 degrees, 55 minutes, 08 seconds East along the said R/W 295.89 feet; thence run North 87 degrees, 46 minutes, 51 seconds East along the said R/W 2532.53 feet to a concrete monument; thence run South 00 degrees, 03 minutes, 51 seconds West, 507.57 feet to a concrete monument; thence run South 01 degrees, 46 minutes, 28 seconds East 2166.17 feet to the Point of Beginning. \*\*OVER\*\*

and to construct, operate and maintain an electric distribution line or system, on or under the above described lands; to inspect and make such repairs, changes, alterations, improvements, and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example, and not by the way of limitation, the right to increase or decrease the number of conduits, poles, wires, cables, hand holes, transformers, and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubberies that may interfere with or threaten or endanger the operation and maintenance of said line or system; to keep the easement clear of all buildings, structures or other obstructions except citrus trees, low-growing shrubbery and fences that do not otherwise interfere with Cooperative's use of the right-of-way easement; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system, or, if any of said system is placed underground, of the trench or related underground facilities by any other person, association or corporation.

The undersigned agree that all poles, wires, and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above-described lands. The grantors reserve the right to use the easement conveyed herewith for general farming, citrus grove, or pasture purposes, as long as such use does not interfere with the Cooperative's use of the easement conveyed hereunder.

Grantors agree that this right-of-way easement shall run with the land, and that any abandonment of the use of the easement, or interruption in the use of the right-of-way easement, shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness Dorothy W. Swain

Witness Dorothy B. Butler

James W. Swan (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF: Florida

COUNTY OF: Seminole

I HEREBY CERTIFY that on this 8th day of August, A.D. 19 86, before me the undersigned authority, personally appeared James W. Swan

to me known to be the persons described in and who executed the foregoing instrument and

acknowledged before me that

executed the same.

WITNESS my signature and official seal in said County and State, the date and year last aforesaid.

This instrument prepared by:  
K. E. Winton, Jr. - Clay Electric Co-op. Inc.,  
300 Highway 19 No. - Palatka, Florida 32077

Notary Public (Notary Seal)

My Commission Expires