

DECLARATIONS OF COVENANTS, RESTRICTIONS AND PROVISIONS
OF THE ROUND LAKE PARK HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 25th day of January, 1978, by Lou C. and J. A. Ginn, Jr., with their principal place of business at Route 4, Box 503, Palatka, Fla. 32077. (hereinafter sometimes referred to as the "Developer");

WITNESSETH;

WHEREAS, the Developer is the record owner in fee simple absolute of certain real property located in Putnam County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, it is the present intention of the Developer to develop Round Lake Park as a low density, high quality, residential subdivision with the maintenance of property values at a high level, and

WHEREAS, the Developer has subdivided Round Lake Park into 49 lots, and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of the subdivision, and to provide for an effective administration of the common areas in the subdivision,

WHEREAS, The Developer shall cause to be incorporated in Florida a non-profit corporation known as The Round Lake Park Homeowners Association, Inc. which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of Round Lake Park. To be held in common, the Developer is donating a tract of land herein described to be used as a recreation site for the owners of lots in Round Lake Park, and other common areas as described in Article I, Section 1.2.

NOW THEREFORE, This Declaration is made, filed and recorded by the Developer so that from the date recorded, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements,

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DECLARATION OF COVENANTS AND RESTRICTIONS
AND NOTICE OF PROVISIONS OF THE ROUND LAKE PARK
HOMEOWNERS ASSOCIATION, INC.

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OFFICIAL RECORDS

charges, burdens, assessments, affirmative obligations and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Putnam County, Florida.

ARTICLE I

DEFINITIONS AND DESCRIPTIONS OF PROPERTY

Section 1.1 Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to The Round Lake Park Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the membership of which will be owners of "lots" of Round Lake Park.

(b) "Developer" shall mean and refer to Lou C. and J. A. Ginn, Jr., their successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed or leased under a long term lease to the Association and designated in the deed or lease as "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units on a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which is leased to the Association for use as common areas or common property, shall lose its character upon the expiration of the lease.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within Round Lake Park and bearing a number on the Master Development Map located at the office of the Developer, lots 1 to 49

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inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Subdivision" shall mean The Round Lake Park Subdivision as described in Exhibit "A" and also as reflected in the Master Development Map.

(f) "Architectural Control Committee" shall mean a committee appointed by the Developers in accordance with Section 2.3.

Section 1.2 Common Areas - The Common Area property is described as follows:

A tract of land situated in the SE $\frac{1}{4}$ of Section 16, Township 10 South, Range 26 East, being a part of lands described in Official Records Book 164, page 174 of the public records of Putnam County, Florida and being more particularly described as follows: Commencing at the intersection of the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 10 South, Range 26 East with the Northwesterly right-of-way of State Road #19, said point being 525.81 feet Southerly, as measured along said East line, from the Northeast corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and run thence Southwesterly, along said Northwesterly right-of-way, a distance of 372.17 feet. Thence Northwesterly, perpendicular to said Northwesterly right-of-way of State Road #19, being the Northeasterly right-of-way of a 66.0 foot Roadway, a distance of 185.0 feet to the P.C. of a curve, concave to the Northeast, having a radius of 134.26 feet and a central angle of 38°15'. Thence along said curve, being the Easterly right-of-way of a 66.0 foot Roadway, an arc distance of 89.63 feet to the P.T. of said curve. Thence Northerly, on a Northerly projection of the tangent of said curve, being the Easterly right-of-way of a 66.0 foot Roadway, a distance of 220.22 feet to the P.C. of a curve, concave to the Northeast, having a radius of 91.0 feet and a central angle of 90°00'. Thence along said curve, being the Northeasterly right-of-way of a 66.0 foot Roadway, an arc distance of 31.885 feet to the point of beginning of this description. From point of beginning (1) continue along said curve, and said Northeasterly right-of-way, an arc distance of 79.17 feet. (2) Thence Northeasterly, radial to said curve,

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fications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction - including considerations based exclusively on aesthetic factors. One detached structure for housing of pump, boat, campers, and mowers will be permitted providing it is architecturally compatible with the home as set forth in these covenants.

Section 2.3 - The Architectural Control Committee shall be composed of not less than three nor more than five persons. The members of the Committee shall be appointed by the Developers. When the Developers deem the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of The Round Lake Park Homeowners Association, Inc. The Association shall then appoint the membership of the Architectural Control Committee, which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Association.

Section 2.4 - The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them, by a written instrument filed with the Developers, and served personally or by certified mail upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee may be appealed in writing within ten days of the receipt of the decision to the Developers and the Developers shall take action on such appeal and either approve or disapprove the decision of the Architectural Control Committee within two weeks after the receipt of said appeal to the Developers and the action of the Developers shall be final. If there is no appeal, then the

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a distance of 218.82 feet to a point 16.5 feet South-erly, as measured parallel with the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, From the North line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$. (3) Thence Easterly, parallel with said North line and at a distance of 16.5 feet Southerly therefrom, a distance of 194.65 feet to a point 235.43 feet Westerly, as measured parallel with the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, From the East line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$. (4) Thence Southerly, perpendicular to call (3), a distance of 181.0 feet. Return to the point of beginning and (5) run Northeasterly, radial to said 181.0 foot radius curve, a distance of 229.47 feet to the Southerly end of call (4) and to close.

* Containing 1.19 acres, more or less, as shown on the Master Development Map and all improvements on this site. Common property shall include the landscaped entrance with sign or signs and any islands with landscaping and improvements.

Section 1.3 Property Subject to Covenants and Restrictions - The property subject to the Declaration of Covenants and Restrictions is that property described in the Schedule of Legal Description which is attached hereto as Exhibit "A".

ARTICLE II RESTRICTIVE COVENANTS

Section 2.1 - No lot shall be used for any purpose except residential. Specifically, no home occupation shall be allowed even though permitted by appropriate zoning ordinance. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence (which shall not exceed two stories in height) and an attached two-car garage or attached two-car carport, subject to Sec. 2.2.

Section 2.2 - No building or structure shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and speci-

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decision of the Architectural Control Committee is final. If the Architectural Control Committee falls or refuses to approve or disapprove the aforesaid matters within thirty days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specifications (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Control Committee.

Section 2.5 - All front, side and rear setback and lot line construction restrictions in the subdivision shall be as prescribed for single family residences by the zoning ordinance of Putnam County, Florida. No residence shall contain less than 1500 square feet of enclosed living area under heat and air, nor shall any residence contain less than 2200 square feet of total area covered by roof (including attached carports, garages, porches), except lots 17-27A which shall have no less than 2000 square feet of enclosed living area under heat and air, nor less than 2700 square feet of total area covered by roof (including attached carports, garages, porches). All garages and carports shall be attached to the residence, and each garage or carport shall be of sufficient size so as to accommodate at least two regular-size automobiles. Garages, Carports, or Storage rooms shall not open to the principal street but rather to the side or back, so as to avoid opening to the front of another's home. Any request for variance must be submitted to the Architectural Control Committee.

Section 2.6 - No boat, boat and trailer, or trailer or motor home shall be parked or stored or otherwise permitted to remain on any lot except in a location acceptable to both the owner and the Architectural Control Committee.

Section 2.7 - No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot, provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes.

Section 2.8 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the

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name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 2.9 - No noxious or offensive activity shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.10 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste material shall be kept in a clean and sanitary condition and out of sight. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.11 - Restrictions regarding the fence, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provision of the zoning ordinance of Putnam County, Florida.

Section 2.12 - No overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any lot. In order to

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provide proper spacing of well and septic tank approval of the Architectural Control Committee must be obtained before final location of the well and septic tank.

Section 2.13 - No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

Section 2.14 - Trees situated between the building set back lines and the property lines, having a diameter of eight inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.15 - Anyone violating the provisions of Section 2.14 will be required to replace such trees with trees of like size and condition within thirty days after demand by the Architectural Control Committee. If the owner falls or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.14 and this Section.

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ARTICLE III ASSOCIATION

Section 3.1 - To effectively and efficiently provide for the administration of the common areas by the owners of lots in Round Lake Park, a non-profit corporation (known and designated as The Round Lake Park Homeowners Association, Inc., a non-profit Florida Corporation) has been created. The Association shall operate and manage the common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C", respectively, and such documents are expressly made a part hereof.

Section 3.2 - The owner of each lot within Round Lake Park Subdivision shall automatically become members of the Association upon his, her or their acquisition of and ownership interest in title to any lot. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 - In the administration, operation and
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GULLETT TITLE, INC.

(904) 328-5106

Section 4.2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions. No initiation fee may be charged to members of the Association as a pre-condition to use such facilities. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed \$10.00 per month or its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3 - The initial regular monthly assessment is hereby set at the rate of \$10.00 per lot. Lots owned by the Developer shall not be subject to assessments, either regular or special. Developer guarantees the initial assessment shall not exceed \$10.00 per month per lot until the Developers turn over control of the Architectural Control Committee and the Common Areas to the Round Lake Park Homeowners Association. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The Board of Directors of the Association may fix and levy an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association. Anything in the preceding paragraph to the contrary notwithstanding, for one year after the date of conveyance

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management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 - Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall by Acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual assessments or charges and,
 - (b) All special assessments or charges for the purposes set forth in Section 4.2 of this article.
- Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees as hereinafter provided shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

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Section 4.6 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be co-mingled with monies collected from other owners.

Section 4.7 - Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.8 - Hereinmaking that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within Round Lake Park, and the present and future interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.9 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its

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of a lot by the Developer to an owner or until the first day of the month following the issuance of a building permit (whichever is shorter), the owner shall not be obligated to pay the regular monthly assessment. On the first day of the month following the issuance of a building permit, or one year after the date of conveyance by the Developer, the owner shall commence paying the regular monthly assessments then in force and effect.

Section 4.4 - Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision, or by or for any other reason, except as provided in Section 4.3.

Section 4.5 - The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be co-mingled with monies collected from other owners.

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so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature or general scheme of development of Round Lake Park Subdivision.

In addition to the manner of amendment set forth in the preceding paragraph, the record owners of ninety per cent (90%) of lots recaptured by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least ninety per cent (90%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Putnam County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

ARTICLE VI USE OF COMMON PROPERTY

The common areas, as hereinabove specifically described, or hereafter designated by developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within Round Lake Park Subdivision as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in Round Lake Park Subdivision, each person does agree to abide by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by the Developer.

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interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.10 - All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.11 - The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Putnam County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due.

The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

ARTICLE V AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable

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ARTICLE VII

COVENANTS AGAINST PARTITION AND

SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit within Round Lake Park Subdivision is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in Round Lake Park Subdivision, provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the subdivision for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in Round Lake Park Subdivision shall include the membership rights and responsibilities in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

ARTICLE VIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by 75% of the then recorded owners of the lots or

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dwelling units in Round Lake Park Subdivision is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration. This Declaration of Covenants, Restrictions, and Provisions is further subject to the Covenants, Restrictions, and Provisions found in the addendum hereto which is executed herewith and becomes a part hereof.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

The Developers of Round Lake Park Subdivision; J. A. Ginn, Jr.

J. A. Ginn, Jr.
Lou C. Ginn

Attest:

(Corp. Seal)

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 25th day of January, 1978, by J. A. Ginn, Jr., and Lou Cone Ginn (The Developers) of Round Lake Park Subdivision.

Shirley Catherine Ginn
Notary Public

My commission expires:

EXHIBITS

EXHIBIT A

SCHEDULE OF LEGAL DESCRIPTION

Round Lake Park Subdivision description; All that certain tract of land described in Official Records Book 164, page 174 of the public records of Putnam County, Florida, together with all that part of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying Westerly of that certain boundary line agreement described in Official Records Book 164, page 171, Easterly of the East line of lands PAGE 17.

ARTICLE I

The name of this Corporation shall be "Round Lake Park Homeowners Association, Inc."

ARTICLE II

Purposes of Organization

A. To enforce the terms, covenants, conditions and restrictions appertaining to Round Lake Park Sub-division.

B. To establish and collect assessments from the lot owners for the purpose of operating, maintaining, repairing, improving, and administering said property and to collect and enforce liens for such assessments, by suit, if necessary.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNERS
OF THEIR ADMISSION

Any person, firm, corporation, or other business entity coming within the following categories shall automatically become members of this Association:

A. The record title holder of a present vested fee simple interest in any lot or dwelling unit of Round Lake Park Subdivision.

B. If the record title holder described in paragraph A designates in writing to the Secretary of this association, the tenant shall be a member of this association. However, the owner's membership privileges during the period of such tenancy shall abate and shall be exercisable only by the tenant; when the tenancy ceases to exist the owner of such dwelling unit shall so certify to the secretary of this Association and the owner shall be entitled to all membership privileges unless a new tenant is in possession of the dwelling unit.

C. The memberships of any tenant or record owner shall automatically terminate when such person is no longer entitled to immediate possession and enjoyment of a lot or dwelling unit in Round Lake Park Sub-division.

D. When a Corporation or partnership is an owner or tenant of a dwelling unit or lot, only the president of the Corporation or its designate or the senior partner shall be entitled to exercise membership privileges.

ARTICLE IV
TERM OF EXISTENCE

Section 1. This corporation shall have perpetual existence and shall begin on approval of these Articles of Incorporation by the Secretary of State of Florida.

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described in Deed Book 134 page 432 and Southerly of an Easterly projection of the North line of lands described in Deed Book 134, page 432. EXCEPTING THEREFROM the following described lands:

Commencing at the Northeast corner of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 16, Township 10 South, Range 26 East, and run thence Southerly, along the East line of said North $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 16.5 feet. Thence Westerly, parallel with the North line of said North $\frac{1}{2}$ of the SE $\frac{1}{4}$, and at a distance of 16.5 feet Southerly therefrom, a distance of 1377.43 feet. Thence Southerly, perpendicular to preceding call, a distance of 966.0 feet. Thence Westerly, parallel with the North line of said North $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 155.0 feet to the point of beginning of this description. From point of beginning (1) run Northwesterly, on a deflection angle right of 49°45' from preceding call, into the waters of Round Lake a distance 400.00 feet, more or less to intersect with the East line of lands described in Deed Book 134, page 432 of said public records. (2) Thence Southerly, along said East line, a distance of 630.0 feet more or less, to intersect with the South line of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 16. Return to the point of beginning, and (3) run Southwesterly, perpendicular to call (1), a distance of 120.0 feet more or less, to a point 175.0 feet Easterly, as measured at right angles from the East line of lands described in Deed Book 134, page 432. (4) Thence Southerly, parallel with call (2), a distance of 245.0 feet more or less, to intersect with the South line of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 16. (5) Thence Westerly, along said South line, a distance of 175.0 feet more or less, to the Southerly end of call (2) and to close.

EXHIBIT B

ARTICLES OF INCORPORATION OF

ROUND LAKE PARK HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit Florida Corporation)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provision of the Statutes of said State, providing for the formation, liabilities, rights, privileges, and immunities of corporations not for profit.

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ARTICLE IX
BY-LAWS

The By-Laws of this corporation shall be adopted at this corporation's organizational meeting of the Board of Directors. Alterations, amendments or revision of these By-Laws shall be by a 2/3 vote of the Association membership at its annual meeting or at any special meeting called for such purpose.

ARTICLE X

AMENDMENT OF ARTICLES OF INCORPORATION

Section 1. An affirmative vote of seventy five percent (75%) of the qualified voting members of the corporation shall be necessary to amend these Articles of Incorporation. Any proposed amendment to these Articles of Incorporation shall be in writing; and shall be delivered to the Board of Directors sixty days prior to its annual meeting, or at any special meeting called for such purpose.

ARTICLE XI

No dividend shall be paid and no part of the income shall be distributed to its members, directors or officers. The Corporation may, however, pay a reasonable amount to its members, directors and officers for services rendered and may confer benefits upon its members in conformity with the purposes set forth in Article II and upon dissolution or final liquidation, may make distribution to its members, as permitted by the court having jurisdiction thereof and no such payment, benefit or distribution shall be determined to be a dividend or a disbursement of income.

WITNESS THE HANDS AND SEALS of the incorporators and subscribers in Putnam County, Florida, this 25th day of January, 1978.

J. A. Ginn, Jr.
J. A. Ginn, Jr.
Lou Cone Ginn
Lou Cone Ginn
John Arthur Ginn III
John Arthur Ginn III

STATE OF FLORIDA
COUNTY OF PUTNAM

Before me, the undersigned authority, personally
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ARTICLE V
NAMES AND RESIDENCES OF SUBSCRIBERS

John Arthur Ginn, Jr. Rt. 4, Box 503, Palatka, Fla.
Lou Cone Ginn Rt. 4, Box 503, Palatka, Fla.
John Arthur Ginn III 223 S. Matanzas Blvd.,
St. Augustine, Fla.

ARTICLE VI

MANAGEMENT AND TIME OF ELECTION

1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than five nor more than fifteen members.

2. Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on the first Saturday of January of each year, at such place as may be designated by the Board.

ARTICLE VII

NAMES OF OFFICERS

The officers of this corporation shall consist of a President, Vice President, Secretary and Treasurer. There shall be permissible for one person to hold the positions of Secretary and Treasurer.

All officers shall be elected from the membership of this Association by the Board of Directors in accordance with the BY-LAWS at the regular annual meeting of the Board of Directors.

The names of the officers who shall serve until the first election are as follows:

President J. A. Ginn, Jr.
Vice President Lou Cone Ginn
Secretary-Treasurer John Arthur Ginn III

ARTICLE VIII

BOARD OF DIRECTORS

There shall be no less than three nor more than ten directors of this corporation. The three directors with addresses who shall serve until the first election of the Board of Directors are:

John Arthur Ginn, Jr. Rt. 4, Box 503, Palatka, Fla.
Lou Cone Ginn Rt. 4, Box 503, Palatka, Fla.
John Arthur Ginn III 223 Matanzas Blvd.
St. Augustine, Fla.

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EXHIBIT C
BY-LAWS OF

THE ROUND LAKE PARK HOMEOWNERS ASSOCIATION, INC.
(A non-profit Florida Corporation)

ARTICLE I.

Section 1. Personal Applications. All present or future owners, tenants, future tenants of Round Lake Park, by the act of purchase, occupancy or use of any of said property will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

Section 1. Voting. Voting shall be based on one vote for each lot or one vote for each proposed dwelling unit or dwelling unit and the purchaser owner of each lot or dwelling unit, but not the developer of each lot or dwelling unit, shall be personally liable for all assessments against said lot or dwelling unit as per the duly recorded Declaration of Covenants and Restrictions regarding Round Lake Park Subdivision, referred to above and to which these By-Laws are attached as an Exhibit.

Section 2. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners as well as the developer holding 51 per cent of the votes. There shall be 49 memberships initially, each membership being entitled to one vote. The Developer shall be a member of the organization and reserves the right to vote all memberships not owned by other members of the Round Lake Park Homeowners Association, Inc, and he shall have lifetime privileges in the Homeowners Association in consideration of land and improvements donated to the Association.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast, in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least 15 but not more

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appeared J. A. Ginn, Jr., Lou Cone Ginn, & J. A. Ginn, III, and to me well known to be the incorporators and subscribers to the foregoing Articles of Incorporation of Round Lake Park Subdivision, who being by me first duly sworn, acknowledged that they signed the same for the purposes therein expressed.

Notary Public
My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48,091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Round Lake Park Homeowners Association desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at Route 4, Box 503, County of Putnam, State of Florida has named J. A. Ginn, Jr, located at Route 4, Box 503, County of Putnam, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Signed *J. A. Ginn, Jr.*
Resident Agent

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than 30 days prior to a meeting of the Association, and any person wishing to vote by proxy shall have his proxy properly signed and in the hands of the Secretary prior to the meeting.

ARTICLE III

Section 1. Association Responsibilities. The membership as defined in Section 3.2 of Article III of the Declaration of Covenants and Restrictions of Round Lake Park Homeowners Association, to which these BY-LAWS are attached as an Exhibit which constitutes the Association of Owners (hereinafter referred to as "Association") will have the responsibility of administering the common areas, approving the annual budget, establishing and collecting monthly assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of members.

Section 2. Place of Meetings. Meetings of the Association shall be held at the recreation area of the subdivision or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held at the recreation area of the Subdivision or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of Members as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at least 15 but not more than 30 days prior to such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute notice served.

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Section 6. Adjourned Meetings. If any meeting of members can not be organized because a quorum has not attended, the members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight hours from the time the original meeting was called.

ARTICLE IV

Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of no less than three nor more than ten members. The members of the initial Board need not be owners or tenants of Round Lake Park Association referred to above.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these BY-LAWS directed to be exercised and done by the members.

Section 3. Other Duties. In addition to the duties imposed by these BY-LAWS, or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) care, upkeep and surveillance of the common areas, all islands lying within the road right of ways.
- (b) collection of monthly assessments from the owners, and setting the monthly assessment. The assessment shall be effective upon its adoption and shall be due quarterly. Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone, or telegraph. Assessments remaining unpaid for thirty days after the due date shall constitute a lien on said property and bear interest at the rate of ten per cent until paid in full. Enforcement of the lien shall be by the foreclosure and in such event, the Board shall be entitled to reasonable reimbursement for attorneys' fees and court costs.
- (c) shall, at its option, adopt any rules and regulations which are, or which may become relative to the general use of the common areas which are subject to the use of all members.

Section 4. Vacancies. Vacancies in the Board of

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Attendance by a Director of any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

ARTICLE V Officers

Section 1. Designation. The principal officers of the Association shall be a President, Vice President and a Secretary Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be members of the Board of Directors. The Directors may appoint other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal officers. Upon an affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed either with or without cause. The Board may at such meeting elect a successor for the removed officer.

Section 4. President. The President shall be the Chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the president of an association including, but not limited to, the power to appoint committees from among the members; from time to time he may, in his discretion, decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the Association.

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Directors caused by any reason other than the removal of a director by a majority vote of the members shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 5. Removal of Directors. At the regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the voting members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Organization of Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least twenty days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on five days notice to each Director given personally or by mail, telephone or telegraph which notice shall state the meeting time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least 2 Directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

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THIS INSTRUMENT PREPARED BY
Lou C. Ginn

J. A. Ginn, Jr.

John Sproull, Atty.

P. O. Box 1396 Palatka, Florida 32077

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PAGE 29.

Section 5. Secretary-Treasurer. As Secretary he shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general, perform all of the duties incident to the office of the Secretary. As Treasurer, he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name; and to the credit of, the Association in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE VI

Obligations of the Owners

Section 1. Assessments. All of the members, but excluding the developer, are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, fire and extended coverage and vandalism and malicious mischief and public liability insurance, amortization of mortgages, and taxes on the recreational facilities and common areas.

Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part belonging to the other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest, or lessee of such member.

Section 3. Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become in effect, in Putnam County, Florida and further limited by the Declaration of Covenants and Restrictions of Round Lake Park Subdivision referred to above to which these BY-LAWS are an Exhibit.

Section 4. Rules and Conduct. Conduct of members

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shall be governed by rules and regulations, which from time to time, may be approved by the Board of Directors.

ARTICLE VII

Amendments to the BY-LAWS

Section 1. BY-LAWS. These BY-LAWS may be amended by a vote of two-thirds of the members.

ADDENDUM

To Article VIII

Covenants to Run with the Land

Lakefront and boating privileges shall run with the lakefront lots only, said privilege including docking of personal boats only. Motors shall not exceed 50 horsepower.