This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this ___ day of _____, 2019, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

W I T N E S S E T H :

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which were amended by those certain Amendments recorded in the Current Public Records of Duval County, Florida, as follows:

First Amendment recorded at Official Records Book 11649, Page 1885, *et seq.*;
Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
Third Amendment recorded at Official Records Book 12281, Page 1979, *et seq.*

together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time.~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

3.3.7 If a vote of the owners is necessary to approve an annual or special assessment, then the board of directors must serve written notice of the meeting on all owners. Service may be by hand delivery to the residences occupied b owners or by regular mail, postage prepaid, to the last address to which owners have given notice to the secretary of the Association, or, if necessary under the circumstances, to the last address of the owner on the rolls of the property appraiser and tax collector for Duval County, Florida. The written notice must be served not less than ~~30~~ 14 days nor more than 60 days in advance of the meeting. However, the board will have the discretion to shorten the time of the notice as may be reasonably required under the circumstances the board deems to be an emergency. In order to establish a quorum, ~~two-thirds~~ thirty percent (30%) of the lots must be represented in person or by proxy. An affirmative vote of two-thirds of the lots constituting the quorum will be necessary in order to approve an annual or special assessment. If the required quorum is not present, the meeting may be continued to another date, time, and/or place, but the board will be required to serve written notice of the meeting not less than ~~30~~ 14 days before the continued date and time. If, at the continued meeting, there is not a quorum, then those who are present in person or by proxy will be deemed to be a sufficient quorum, and they may adopt the annual or special assessment by an affirmative vote of two-thirds of the lots constituting the quorum.

3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7 In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

owners of the lot, and, therefore, unless otherwise expressly stated, the number of lots will determine the existence of a quorum for the meeting. Where lots are owned by two or more individuals, those individuals ~~must~~ may designate one of them in writing to act as agent for all of them in casting the vote for the lot. Where a lot is owned by a legal entity or legal relationship (i.e., a corporation, limited partnership, partnership, limited liability company, etc.), the vote for the lot shall be cast by the person who is designated in writing by the governing body (i.e. the board of directors of a corporation). If a written designation of a representative is not made, then any record owner or, in the event of ownership by a legal entity or legal relationship, the party with present possessory rights, may hold the "voting interests" of the Lot unless there are conflicting "voting interests" asserted for such Lot, then in such event the lot will be counted for determining a quorum, but the participation of the lot will be considered as an abstention until such conflict is remedied. The "voting interests" of a lot may be suspended pursuant to Chapter 720, Florida Statutes, as it may be amended from time to time.

ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass.

7.3.10 Fences and Walls. With regard to fences and walls to be installed by the individual owners, they must first be approved pursuant to the review process contained in this Section 7, for materials, height, and location. All of these types of fences must be made of wood (tongue & grove or shadow box design), or vinyl privacy panel (white), as chain link fencing will not be allowed, except that black chain link or wrought iron fencing may be used on rear property lines along wooded preserves. All other fencing will be made of wood (tongue & grove or shadow box design) or vinyl privacy panel (white) and will not exceed 6 feet in height. No fences may be installed forward or in front of a residence. No fence which exceeds 4 feet in height may be installed across the rear of any lot which abuts or is a part of the Lake/Stormwater

Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

Section 8.4 **Maintenance by Owners of Yards and Landscaping.** All owners must timely and properly maintain their yards and landscaping, maintenance includes but is not limited to mowing, edging and weed removal. Any portion of a lawn that is dead or overrun with weeds shall be replaced.

Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage. Any vehicles parked in any other areas than expressly described herein may be towed at the

owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

Print Name:_____

By: Foster Stringer
Its: President

_____

Attest By: Olivia Watson
Its: Secretary

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

_____

Notary Public, State of Florida
My commission expires:

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

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W I T N E S S E T H :

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Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
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together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

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WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time.~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

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3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7 In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

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ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass.

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Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

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Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage. Any vehicles parked in any other areas than expressly described herein may be towed at the

owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

Print Name:_____

By: Foster Stringer
Its: President

_____

Attest By: Olivia Watson
Its: Secretary

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

_____

Notary Public, State of Florida
My commission expires:

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this ___ day of _____, 2019, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

W I T N E S S E T H :

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which were amended by those certain Amendments recorded in the Current Public Records of Duval County, Florida, as follows:

First Amendment recorded at Official Records Book 11649, Page 1885, *et seq.*;
Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
Third Amendment recorded at Official Records Book 12281, Page 1979, *et seq.*

together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time ~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

3.3.7 If a vote of the owners is necessary to approve an annual or special assessment, then the board of directors must serve written notice of the meeting on all owners. Service may be by hand delivery to the residences occupied b owners or by regular mail, postage prepaid, to the last address to which owners have given notice to the secretary of the Association, or, if necessary under the circumstances, to the last address of the owner on the rolls of the property appraiser and tax collector for Duval County, Florida. The written notice must be served not less than ~~30~~ 14 days nor more than 60 days in advance of the meeting. However, the board will have the discretion to shorten the time of the notice as may be reasonably required under the circumstances the board deems to be an emergency. In order to establish a quorum, ~~two-thirds~~ thirty percent (30%) of the lots must be represented in person or by proxy. An affirmative vote of two-thirds of the lots constituting the quorum will be necessary in order to approve an annual or special assessment. If the required quorum is not present, the meeting may be continued to another date, time, and/or place, but the board will be required to serve written notice of the meeting not less than ~~30~~ 14 days before the continued date and time. If, at the continued meeting, there is not a quorum, then those who are present in person or by proxy will be deemed to be a sufficient quorum, and they may adopt the annual or special assessment by an affirmative vote of two-thirds of the lots constituting the quorum.

3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7 In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

owners of the lot, and, therefore, unless otherwise expressly stated, the number of lots will determine the existence of a quorum for the meeting. Where lots are owned by two or more individuals, those individuals ~~must~~ may designate one of them in writing to act as agent for all of them in casting the vote for the lot. Where a lot is owned by a legal entity or legal relationship (i.e., a corporation, limited partnership, partnership, limited liability company, etc.), the vote for the lot shall be cast by the person who is designated in writing by the governing body (i.e. the board of directors of a corporation). If a written designation of a representative is not made, then any record owner or, in the event of ownership by a legal entity or legal relationship, the party with present possessory rights, may hold the "voting interests" of the Lot unless there are conflicting "voting interests" asserted for such Lot, then in such event the lot will be counted for determining a quorum, but the participation of the lot will be considered as an abstention until such conflict is remedied. The "voting interests" of a lot may be suspended pursuant to Chapter 720, Florida Statutes, as it may be amended from time to time.

ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass.

7.3.10 Fences and Walls. With regard to fences and walls to be installed by the individual owners, they must first be approved pursuant to the review process contained in this Section 7, for materials, height, and location. All of these types of fences must be made of wood (tongue & grove or shadow box design), or vinyl privacy panel (white), as chain link fencing will not be allowed, except that black chain link or wrought iron fencing may be used on rear property lines along wooded preserves. All other fencing will be made of wood (tongue & grove or shadow box design) or vinyl privacy panel (white) and will not exceed 6 feet in height. No fences may be installed forward or in front of a residence. No fence which exceeds 4 feet in height may be installed across the rear of any lot which abuts or is a part of the Lake/Stormwater

Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

Section 8.4 **Maintenance by Owners of Yards and Landscaping.** All owners must timely and properly maintain their yards and landscaping, maintenance includes but is not limited to mowing, edging and weed removal. Any portion of a lawn that is dead or overrun with weeds shall be replaced.

Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage. Any vehicles parked in any other areas than expressly described herein may be towed at the

owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

Print Name:_____

By: Foster Stringer
Its: President

_____

Attest By: Olivia Watson
Its: Secretary

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

_____

Notary Public, State of Florida
My commission expires:

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this ___ day of _____, 2019, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

W I T N E S S E T H :

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which were amended by those certain Amendments recorded in the Current Public Records of Duval County, Florida, as follows:

First Amendment recorded at Official Records Book 11649, Page 1885, *et seq.*;
Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
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together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time ~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

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3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7. In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

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ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass.

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Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

Section 8.4 **Maintenance by Owners of Yards and Landscaping.** All owners must timely and properly maintain their yards and landscaping, maintenance includes but is not limited to mowing, edging and weed removal. Any portion of a lawn that is dead or overrun with weeds shall be replaced.

Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage. Any vehicles parked in any other areas than expressly described herein may be towed at the

owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

Print Name:_____

By: Foster Stringer
Its: President

_____

Print Name:_____

Attest By: Olivia Watson
Its: Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

Notary Public, State of Florida
My commission expires:

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this ___ day of _____, 2019, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

W I T N E S S E T H :

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which were amended by those certain Amendments recorded in the Current Public Records of Duval County, Florida, as follows:

First Amendment recorded at Official Records Book 11649, Page 1885, *et seq.*;
Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
Third Amendment recorded at Official Records Book 12281, Page 1979, *et seq.*

together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time.~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

3.3.7 If a vote of the owners is necessary to approve an annual or special assessment, then the board of directors must serve written notice of the meeting on all owners. Service may be by hand delivery to the residences occupied b owners or by regular mail, postage prepaid, to the last address to which owners have given notice to the secretary of the Association, or, if necessary under the circumstances, to the last address of the owner on the rolls of the property appraiser and tax collector for Duval County, Florida. The written notice must be served not less than ~~30~~ 14 days nor more than 60 days in advance of the meeting. However, the board will have the discretion to shorten the time of the notice as may be reasonably required under the circumstances the board deems to be an emergency. In order to establish a quorum, ~~two-thirds~~ thirty percent (30%) of the lots must be represented in person or by proxy. An affirmative vote of two-thirds of the lots constituting the quorum will be necessary in order to approve an annual or special assessment. If the required quorum is not present, the meeting may be continued to another date, time, and/or place, but the board will be required to serve written notice of the meeting not less than ~~30~~ 14 days before the continued date and time. If, at the continued meeting, there is not a quorum, then those who are present in person or by proxy will be deemed to be a sufficient quorum, and they may adopt the annual or special assessment by an affirmative vote of two-thirds of the lots constituting the quorum.

3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7 In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

owners of the lot, and, therefore, unless otherwise expressly stated, the number of lots will determine the existence of a quorum for the meeting. Where lots are owned by two or more individuals, those individuals ~~must~~ may designate one of them in writing to act as agent for all of them in casting the vote for the lot. Where a lot is owned by a legal entity or legal relationship (i.e., a corporation, limited partnership, partnership, limited liability company, etc.), the vote for the lot shall be cast by the person who is designated in writing by the governing body (i.e. the board of directors of a corporation). If a written designation of a representative is not made, then any record owner or, in the event of ownership by a legal entity or legal relationship, the party with present possessory rights, may hold the "voting interests" of the Lot unless there are conflicting "voting interests" asserted for such Lot, then in such event the lot will be counted for determining a quorum, but the participation of the lot will be considered as an abstention until such conflict is remedied. The "voting interests" of a lot may be suspended pursuant to Chapter 720, Florida Statutes, as it may be amended from time to time.

ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass, however the Association shall be liable for any damage caused to the Lot by the Association or its agents in the performance of the maintenance stated herein.

7.3.10 Fences and Walls. With regard to fences and walls to be installed by the individual owners, they must first be approved pursuant to the review process contained in this Section 7, for materials, height, and location. All of these types of fences must be made of wood (tongue & grove or shadow box design), or vinyl privacy panel (white), as chain link fencing will not be allowed, except that black chain link or wrought iron fencing may be used on rear property lines along wooded preserves. All other fencing will be made of wood (tongue & grove or shadow box design) or vinyl privacy panel (white) and will not exceed 6 feet in height. No fences may be installed forward or in front of a residence. No fence which exceeds 4 feet in height

may be installed across the rear of any lot which abuts or is a part of the Lake/Stormwater Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

Section 8.4 **Maintenance by Owners of Yards and Landscaping.** All owners must timely and properly maintain their yards and landscaping, maintenance includes but is not limited to mowing, edging and weed removal. Any portion of a lawn that is dead or overrun with weeds shall be replaced.

Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage.

Any vehicles parked in any other areas than expressly described herein may be towed at the owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

By: Foster Stringer
Its: President

Print Name:_____

_____

Attest By: Olivia Watson
Its: Secretary

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

_____

Notary Public, State of Florida
My commission expires:

This Instrument prepared by:
Charles W. Brown, Jr., Esq.
CRABTREE LAW GROUP, P.A.
877San Jose Blvd
Building A, Suite 200
Jacksonville, FL 32217

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR JACOBS WAY

This Amendment to Declaration of Covenants, Restrictions, and Easements for Jacobs Way is made as of this ___ day of _____, 2019, by Jacobs Way Homeowners Association, Inc., a Florida non-profit corporation.

W I T N E S S E T H :

WHEREAS, A. F. Alan Classic Homes, Inc. ("Developer") recorded that certain Declaration of Covenants, Restrictions, and Easements for Jacobs Way Unit One, in Official Records Book 11609, Page 401, *et seq.*, of the Current Public Records of Duval County Florida, which were amended by those certain Amendments recorded in the Current Public Records of Duval County, Florida, as follows:

First Amendment recorded at Official Records Book 11649, Page 1885, *et seq.*;
Second Amendment recorded at Official Records Book 11763, Page 1142, *et seq.*; and,
Third Amendment recorded at Official Records Book 12281, Page 1979, *et seq.*

together hereinafter referred to as the "Declaration".

WHEREAS, the Declaration applied to the overall development of the property as described therein, and;

WHEREAS, the Developer has ceased to be the governing authority to enforce the terms of the Declaration and authority thereof has turned over to the Jacobs Way Homeowners Association, Inc. (the "Association").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration the Association may amend the Declaration with the approval of the majority vote of all the Members of the Association;

WHEREAS, the Association now desires to amend the Declaration as further stated herein;

WHEREAS, on _____, 2019, a Membership Meeting of the members of the Association was convened with quorum, at which approval of a majority of the voting interests of the Association was obtained;

NOW THEREFORE, The Association, by and through an affirmative vote of the majority of the Members of the Association, hereby amends the Declaration as follows:

(New words are inserted in the text are underlined, and words which are deleted are ~~lined through~~ with hyphens)

ARTICLE II
COMMON AREAS

Section 2.7 **Association Perimeter Fencing.**

2.7.1 Association perimeter fencing means chain link fencing, wooden shadow box fencing, vinyl fencing, wrought iron fencing, and brick walls which are ~~being~~ installed by the Developer or the Association within Tract B and along Dobson Drive within Tract A and within Jerry Adam Drive right of Way.

ARTICLE III
ASSESSMENTS

Section 3.3 **The Amount of the Assessments.**

3.3.6 ~~On the Tuesday closest to December 21 each calendar year, beginning with December 21, 2004,~~ During the month of October of each calendar year, beginning with October 2020, the board of directors will meet to consider to adopt a budget for the coming year. The budget meeting of the board will be open to all members. Notice of the budget meeting of the Board of Directors will be provided to the owners in the manner required by Florida Law, as it amended from time to time.~~statues, Chapter 617.~~ Each budget adopted by the board must reflect the estimated revenues and expenses for the coming ear and estimated surplus or deficit as to the end of the coming year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. The Board of Directors shall provide each owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy must be provided to the owner within 20 business days from their request. Additionally, the Board of Directors shall prepare (or cause to be prepared) an annual financial report within ~~60~~ 90 days after the closing of the fiscal year. At the time of the drafting of this Declaration, it is anticipated that the fiscal year will be the calendar year, and, therefore, the report must be prepared by march 1 for the following calendar year. If requested in writing by an owner, within 10 business days, the Board of Directors shall provide tat owner with a copy of the annual financial report at no charge to the owner. The financial report shall be an informational financial statement prepared by the board showing receipts and expenditures and the beginning and ending cash balances of the Association.

3.3.7 If a vote of the owners is necessary to approve an annual or special assessment, then the board of directors must serve written notice of the meeting on all owners. Service may be by hand delivery to the residences occupied b owners or by regular mail, postage prepaid, to the last address to which owners have given notice to the secretary of the Association, or, if necessary under the circumstances, to the last address of the owner on the rolls of the property appraiser and tax collector for Duval County, Florida. The written notice must be served not less than ~~30~~ 14 days nor more than 60 days in advance of the meeting. However, the board will have the discretion to shorten the time of the notice as may be reasonably required under the circumstances the board deems to be an emergency. In order to establish a quorum, ~~two-thirds~~ thirty percent (30%) of the lots must be represented in person or by proxy. An affirmative vote of two-thirds of the lots constituting the quorum will be necessary in order to approve an annual or special assessment. If the required quorum is not present, the meeting may be continued to another date, time, and/or place, but the board will be required to serve written notice of the meeting not less than ~~30~~ 14 days before the continued date and time. If, at the continued meeting, there is not a quorum, then those who are present in person or by proxy will be deemed to be a sufficient quorum, and they may adopt the annual or special assessment by an affirmative vote of two-thirds of the lots constituting the quorum.

3.5 **Liability for Assessments.**

3.5.4.1 Successors in title to owners who have defaulted in the payment of assessments ~~will not be~~ are personally liable for the unpaid assessments owed by their predecessor, as provided by Chapter 720, Florida Statutes, as amended from time to time, except as provided in Section 3.7.7 herein ~~but title will be taken subject to the lien rights of the Association~~.

3.7 **Rights and Duties of Mortgagees.**

Section 3.7.7 In the event of a foreclosure of a First Mortgage issued by an institutional lender, or deed in lieu thereof, the successor owner of the Lot shall be liable for the liability of the owner after such sale or transfer to the lien for unpaid assessments shall be as provided by Chapter 720, Florida Statutes, as it may be amended from time to time and, except as to a sale or transfer to a First Mortgagee, or its successors and assigns, such liability shall additionally include all interest, special assessments, late fee, expenses, costs and reasonable attorneys' fees incurred or to be incurred by the Association prior to such sale or transfer in connection with such assessment lien.

ARTICLE IV
ASSOCIATION

Section 4.3 **Voting Rights of Members.**

4.3.2 In this instrument and the other governing documents for the Association, there will be references to the term "voting interests" or similar language. Unless otherwise expressly stated, there will be only one vote per lot, without regard to the number of

owners of the lot, and, therefore, unless otherwise expressly stated, the number of lots will determine the existence of a quorum for the meeting. Where lots are owned by two or more individuals, those individuals ~~must~~ may designate one of them in writing to act as agent for all of them in casting the vote for the lot. Where a lot is owned by a legal entity or legal relationship (i.e., a corporation, limited partnership, partnership, limited liability company, etc.), the vote for the lot shall be cast by the person who is designated in writing by the governing body (i.e. the board of directors of a corporation). If a written designation of a representative is not made, then any record owner or, in the event of ownership by a legal entity or legal relationship, the party with present possessory rights, may hold the "voting interests" of the Lot unless there are conflicting "voting interests" asserted for such Lot, then in such event the lot will be counted for determining a quorum, but the participation of the lot will be considered as an abstention until such conflict is remedied. The "voting interests" of a lot may be suspended pursuant to Chapter 720, Florida Statutes, as it may be amended from time to time.

ARTICLE VII
ARCHITETURAL CONTROL

Section 7.3 Specific Rules Concerning Vertical Improvements.

7.3.7 Landscaping and other building site considerations for residences. Landscaping and other building site considerations for residences will be subject to the architectural control by the Developer or the Association, whoever then has jurisdiction. Additionally, after five (5) days advance written notice to the owner(s) of the Lot, except in the case of an emergency or danger to the health or safety of the community, the Association will have the right to enter upon any lot which does not properly maintain its exterior or landscaping and have the exterior or landscaping maintained, with the concurrent right of immediate reimbursal from the defaulting owner(s) in the amount of actual cost of such maintenance plus ten percent (10%) of the cost in performing such service as a service fee, with the right and amount of reimbursal shall be the personal obligation of the owner(s) of the Lot and to be secured by a foreclosable lien of the same type as provided in above for annual or special assessments. Thus, for example, the Association will have the right to have excessive, unmowed grass cut or dead trees removed at the expense of the owners(s). Any entry upon the exterior of a Lot in the Association or its Agent's performance of the maintenance stated herein shall not be deemed a trespass, however the Association shall be liable for any damage caused to the Lot by the Association or its agents in the performance of the maintenance stated herein.

7.3.10 Fences and Walls. With regard to fences and walls to be installed by the individual owners, they must first be approved pursuant to the review process contained in this Section 7, for materials, height, and location. All of these types of fences must be made of wood (tongue & grove or shadow box design), or vinyl privacy panel (white), as chain link fencing will not be allowed, except that black chain link or wrought iron fencing may be used on rear property lines along wooded preserves. All other fencing will be made of wood (tongue & grove or shadow box design) or vinyl privacy panel (white) and will not exceed 6 feet in height. No fences may be installed forward or in front of a residence. No fence which exceeds 4 feet in height

may be installed across the rear of any lot which abuts or is a part of the Lake/Stormwater Management Facility. Any fencing which is not in conformance with the requirements set forth herein as of the recording of this Amendment must be made compliant by the Owner within sixty (60) days of the recording of this Amendment, unless otherwise approved by the Association.

7.3.15 Mailboxes. All initial mailboxes will be installed by the Developer. All mailboxes must conform to general design criteria of the initial mailboxes installed by the Developer or must conform to general design criteria established by the ~~Developer or the~~ Association~~, whoever has jurisdiction over architectural review and control~~. A mailbox that has been knocked down, damaged, or fallen over must be repaired or replaced immediately. A mailbox which is leaning, has faded paint, has rust, has a broken door, or is otherwise in a damaged or unkept condition, as determined by the Association in its sole discretion, must be repaired by an Owner as soon as possible. If a notice is served to an owner for any of the above conditions, the Owner must correct the deficient condition(s) within a time frame established by the Association.

ARTICLE VIII
LAND USE COVENANTS

Section 8.3 **Level of Maintenance by owners of Permitted Vertical Improvements.** All owners must timely and properly maintain all vertical improvements permitted in Section 7. Properly maintaining vertical improvements includes but is not limited to, keeping all exterior services in a well-kept condition, painting or pressure washing exterior surfaces, repair or replacement of any damaged items such as gutters, trim or molding.

Section 8.4 **Maintenance by Owners of Yards and Landscaping.** All owners must timely and properly maintain their yards and landscaping, maintenance includes but is not limited to mowing, edging and weed removal. Any portion of a lawn that is dead or overrun with weeds shall be replaced.

Section 8.6 **Handling of Garbage and Trash Containers and Collection.** All garbage and trash must be stored in appropriate collection containers ~~must be~~ which are made of plastic and not metal. ~~They~~ The collection containers must be stored inside the garage or inside an attractive, matching fenced area and must not be left out except for the reasonable time necessary to have collection made. Collection containers and yard waste may not be placed in the exterior of the residence visible to the nearest street except when placed at the curb of the Lot before 5:00 p.m. the day prior to scheduled collection and all collection containers and yard waste must be removed from the curb no later than 6:00 a.m. the day after scheduled collection.

Section 8.8 **Vehicles and Boats.** The understandings contained in this Section 8.8 are in addition to any rules the Association may adopt for the use of private roadways. Passenger motor vehicles are permitted. They must be parked off the street and in the driveway or within the garage.

Any vehicles parked in any other areas than expressly described herein may be towed at the owner's expense, which includes, but is not limited to, vehicles parked on any portion of a landscaped area of a Lot, sidewalk, or Common Area not designated for parking, subject to any rules and regulations adopted by the Board of Directors. Passenger vehicles which are inoperable must be repaired within a reasonable time and while inoperable must be stored within the garage. Work on inoperable passenger vehicles must be conducted within the garage. Only the following types of trucks and off-road motor vehicles are permitted, subject to the rules of the Association concerning the types of vehicles which may pass over the private roadways: pick-up trucks, vans which are not larger than non-commercial, customized vans; and, sports utility vehicles. The foregoing rules concerning passenger motor vehicles apply as well to permitted trucks and off-road vehicles. Motor homes and travel trailers are not permitted. Boats and boat trailer are permitted only if parked to the rear of the front face of the residence and only if totally screened from view from the street.

ARTICLE X
LAWS AND REMEDIES

Section 10.3 **Remedies.**

10.3.1 Except as limited by this Declaration, all remedies afforded by Florida law, as it may be amended from time to time will be available.

10.3.2 In addition to the other remedies provided by Florida Law, as it may be amended from time to time, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. Also, the Association may levy reasonable fines, not to exceed the maximum amount allowed by Florida Law, as it may be amended from time to time ~~Statutes, Chapter 617~~, against any member or any tenant, guest, or invitee. However, suspension of common area use rights shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park subject to the terms of this Declaration and the rules and regulations which may be adopted by the board of directors. The Association may ~~not~~ suspend the voting rights of a member as provided in Chapter 720, Florida Statutes, as it may be amended from time to time.

10.3.3 No representation, guaranty or warranty is made, nor assurance given, that the Association's access gate or perimeter fencing will prevent trespass into the community or present personal injury or damage to or loss of property. Such infrastructure are amenities and may fail to function from time to time and are not to be relied upon in lieu of prudent security measures taken by Owners, their guests, tenants or invitees. Neither the Association nor its Board of Directors nor any agents of any of the foregoing shall be liable or responsible for any personal injury or for any loss or damage to property which may occur within the Property due to the failure of the access gate or perimeter fencing.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the undersigned party has executed this Amendment on behalf of Jacob's Way Homeowners Association, Inc., the date and year first above written.

Jacob's Way Homeowners Association., Inc.,
a Florida Not for Profit Corporation

_____

Print Name:_____

By: Foster Stringer
Its: President

_____

Print Name:_____

Attest By: Olivia Watson
Its: Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Foster Stringer, as President for and on behalf of Jacob's Way Homeowners Association, Inc., ( ) to me well known or ( ) who produced _____as identification, known to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed the foregoing instrument as President of Jacob's Way Homeowners Association, Inc., for the purposes therein expressed with due and regular corporate authority, and that said instrument is the free act and deed of Jacob's Way Homeowners Association, Inc.

_____
Notary Public, State of Florida
My commission expires: