

SECOND AMENDMENT TO THE  
DECLARATION OF THE PROTECTIVE  
COVENANTS AND RESTRICTIONS  
OF CUYLER FIELD, A RESIDENTIAL AIRPORT COMMUNITY

This Agreement is made and entered into this 25 day of September, 2019, by H.D. FISH and THERMA FISH, their heirs, personal representatives, successors and assigns (the "Owners")

This Second Amendment is under the Authority of Article 1 Section 1 and is directed to the general confusion surrounding the language contained in Article V Section 3 and 4 and Article VII Section 3, Section 6 and Section 7.

WITNESSETH:

WHEREAS, the above are the owners of the real property described in Article III of these Declarations and desires to create thereon a residential Airport Community with streets, open spaces and other common areas for the benefit of the community; and

WHEREAS, "Owners" desire to provide for the preservation of the values and amenities in the community and for the maintenance of the streets, open spaces, and other common areas; and, to this end, desire to subject the real property described in Article III, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, "Owners" have deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions, and collecting and dispersing the assessments and charges hereinafter created; and

WHEREAS, "Owners" have incorporated under the laws of the State of Florida, as a non-profit corporation, Cuyler Field Homeowner's Association, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the "Owners" declare that the real property described in Article III is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which shall be binding upon the "Owners" and subsequent owners of lots, in the property, which shall run with the land.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Cuyler Field Homeowner's Association, INC.
- (b) "The Properties" shall mean and refer to all such existing properties, as are subject this Declaration under the provisions of Articles III hereof and additional property which may be brought into the original complex.
- (c) "Common Properties" shall mean and refer to those areas of land, including streets, and the common areas. The Properties, intended to be devoted to the common use and

- enjoyment of the owners of The Properties, title to which is held by the Association, and shall include all parts of The Properties which are not otherwise designated as lots.
- (d) "Lot" shall not mean and refer to any residential parcel consisting of a minimum of 2 ½ acres in an agricultural zone to a minimum of one (1) acre in a residential zone. For voting purposes only the "retained acreage" shall equal one vote per 2 1/1 acres of agricultural zones and one vote per 1 (one) acre of residential zones.
- (e) "OWNER" refers to H.D. FISH and THELMA FISH, and HUGH FISH.
- (f) "Record owner", or owner, whether one or more person or entities, of the fee simple title to any lot situated upon The Properties, but notwithstanding any applicable theory of the mortgage shall not mean or refer to the mortgage unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to those Owners who are members of the Association as provided in Article V hereof.
- (h) "Architectural Control Committee" shall mean and refer to H.D. FISH, THELMA FISH and HUGH FISH, until control of the committee is transferred to the Association, and then shall mean and refer to the committee operating on behalf of the Association, in accordance with the bylaws and the later provisions of this agreement.
- (i) "Bylaws" shall mean and refer to the Bylaws of the Cuyler Field Homeowner's Association, INC.
- (j) "Cuyler Field" shall mean and refer to the name of the Residential Airport Community.
- (k) "Transfer Date" shall mean and refer to that date when the "OWNERS" convey title to the Common Properties to the Association.
- (l) "Board" shall mean and refer to the Board of Directors of the Cuyler Field homeowner's Association, INC.
- (m) "Interim Period" shall mean and refer to the period of time from the date hereof until the transfer date, if any.
- (n) "Structure" as used in Article IX, Section 2, shall not include electric distribution utility structures, telephone utility structures, or water or sewer structures, reasonably necessary to furnish electric, telephone, water, sewer services to the Lot Owner or Owners

## ARTICLE II GENERAL PLAN OF ESTABLISHING CUYLER FIELD

Section 1. General Nature of Establishment. The purpose of this Article is to generally describe the plan, manner and method of establishing Cuyler Field. Therefore, the provisions and statements contained in this Article will necessarily be general in nature, and any conflict between them and more specific statements found hereafter in the remaining Articles of this Declaration shall be resolved in favor of such specific statements.

Section 2. Establishment. The land described in Attachment "A" is presently encumbered by a first mortgage. At the time of the conveyance of record title to the Common Properties said Common Properties will be released from the lien of such mortgage, and all other mortgages, and title thereto shall vest in the Association.

Section 3. Association. THE OWNERS, after the transfer date, have delegated to the Association the responsibility and duty of (a) owning, operating, administering and maintaining the Common Properties, and (b) assessing and collecting the assessment charges necessary to pay the common expenses. Each owner of a Lot shall automatically be a Member of the Association and as

such shall be entitled to the rights and privileges of such membership and be responsible for the duties of such membership' including the duties to pay assessment charges and complies with all rules and regulations of the Association and the terms of this Declaration.

Section 4. Proposed Additions to Cuyler Field. The OWNERS and their heirs and assigns retain the right to bring in additional properties in Baker County, Florida, which are contiguous to the property described in Attachment "A" as a separate part of Cuyler Field. In the event the OWNERS or the OWNER'S heirs and assigns, bring in additional parcels as a part of Cuyler.

- (a) The owners of any lots in Cuyler Field addition shall have the following easements over the common properties of Cuyler Field and the owners of any lots in Cuyler Field shall have the easements over the Common properties of a Cuyler Field addition.
  - (i) An easement or easements on, upon, or across, through or under the Common Properties to provide service, repair, and maintain equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services, including with limitation, electric, light, telephone, cable television, ,gas, water, sewer, drainage, and any public or service upon or for the benefit of any part of Cuyler Field.
  - (ii) Easement or easements, in favor of Baker County, or any agency or subdivision thereof, or any franchise, private or public utility thereof, for access and for the providing and maintaining of any municipal services, including, without limitation, garbage and trash collection, police, fire protection, etc. no such easement given and granted shall be construed as permitting the public to come upon Cuyler Field, and the same shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities and other suppliers providing the same.
  - (iii) A perpetual non-exclusive right and easement as means of ingress and egress to and from the public right of way which lies contiguous to any property of Cuyler Field, which shall run to any owner of a lot
  - (iv) No express or implied easement shall include the right to impair or impede aircraft from use of roads, taxiways or airstrip. Any right off easement is secondary to the right of movement of aircraft over the Common Properties with said right of movement to include Cuyler Field and any additions thereto.
- (b) The Easements and rights granted to the OWNERS and the OWNER's heirs and assigns under the terms and provisions of this Section 4 are expressly contingent upon the adjoining property being of nature compatible with restrictions of Cuyler Field. All easement and rights granted to the OWNERS or the OWNER's heirs and assigns, with respect to said adjoining property are expressly contingent upon said property being compatible with Cuyler Field, and for the purposes of this agreement "compatible" shall require the placing of appropriate restrictions upon said addition of at least as restrictive in nature as those contained in this agreement, including, but not limited to, Article IX hereof.

ARTICLE III  
PROPERTY SUBJECT TO HIS DECLARATION

Section 1. The Property. The real property which is, and shall be, held, transferred, sold, and conveyed, and occupied subject to this Declaration is located in Baker County, Florida, and is more particularly described on the Attachment "A".

- (a) Maximum Number of Lots. The maximum number of lots which may originally be included within the Properties shall not be more than allowed by current zoning. Acreage retained by OWNER may be divided into lots, as restricted by zoning.
- (b) OWNERS hereunder, H.D. FISH and THELMA FISH, their heirs and assigns, expressly retain the right to add additions to the Cuyler Field Properties. Said parcels are not at this time owned by OWNERS; however, said parcels, whether in one addition or more, are limited to two hundred fifty (250) acres in total area. No other additions shall be made to the Cuyler Field Properties without the express written permission of H.D. Fish and Thelma Fish or unless approved by Owners of eighty percent (80%) of the Lots in Cuyler Field and its additions. no owner of a lot in an unauthorized addition shall have the right of use of common properties in Cuyler Field or its authorized additions. OWNER's retained acreage shall not be considered an addition.

#### ARTICLE IV PROHIBITION OF SUBDIVISION AND PARTITION

Section 1. Prohibition of Further Subdivision. The space within any of the Lots and the Common Properties shall not be further subdivided. All easements and other rights herein given to the owners of Lots, including the right to be members in the Association, are hereby declared to be appurtenant to such lots and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Lots. Any instrument, whether a deed, mortgage or otherwise, which purports to transfer or convey a Lot, shall also transfer and convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an Owner conveys title to his Lot to some other person, he shall automatically lose his right and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties, and obligations hereof. Lots in excess of one (1) acre in residential and 2 ½ acres in agricultural may be further divided provided that the division does not produce any parcel which is less than one (1) acre in residential zones and 2 ½ acres in agricultural zones. Each lot created through such a division will have full lot status as to votes and assessment by the Association. Owner's retained acreage shall not be considered for assessment purposes. upon transfer of ownership of a part of the retained acreage, that part becomes subject to assessment as though it was never a part of the retained acreage.

Section 2. Waiver of Partition. The "OWNER" hereby, and each subsequent owner of any interest in a Lot and in the Common Properties, by acceptance of conveyance or any instrument transferring an interest, waived the right of partition of any interest in the Common Properties under the laws of the State of Florida as it exists now or hereinafter. Any Owner may freely convey an interest in a Lot subject to the provisions of this Declaration.

#### ARTICLE V CUYLER FIELD HOMEOWNER'S ASSOCIATION, INC

Section 1. Non-Profit Corporation. A Charter for Incorporation of CUYLER FIELD HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, has been filed with the Office of the Secretary of State of the State of Florida, and duly processed in said office to the end of the Charter has been granted. The principal purpose of the Association is to perform the acts and duties as provided for in this Declaration, to own and to hold title to all of the Common Properties in

accordance with the terms and conditions hereof and subject to its Articles of Incorporation and Bylaws, and to levy and enforce collection of assessments as are necessary to perform all of said acts, duties, and obligations, and all other duties herein expressly or impliedly imposed upon the Association.

Section 2. Membership. Every person or entity, including "OWNER", who owns a vested present interest in the fee title to any one of the lots of the Cuyler Field Properties which is subject by covenants of record to assessment by the Association, shall automatically be a Member of the Association, provided that any such person or entity who hold such interest merely as a security for the performance of any obligation shall not be a member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such person or entity no longer owns such interest.

Section 3. Voting Rights. The Association shall have two classes of membership, Class A and Class B. The respective rights and obligations of said classes of memberships are as follows:

- (a) Class A members shall be entitled to one vote for each lot which they hold the interest required for membership and pay an annual assessment. Where a class A member owns multiples lots which are contiguous to one another then said member may elect on an annual basis to treat said vote as one vote plus one assessment per lot or may choose to have the multiple lots treated as one parcel with one vote and one assessment.
- (b) Class B members shall be the "OWNERS" or their heirs or assigns. Class B members shall be entitled to three votes for each lot which the "OWNERS" hold interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership in the happening of any of the following events, whichever occurs first:
  - (i) When the total votes outstanding in Class A membership equals the total votes outstanding in Class B membership; or
  - (ii) When in its sole discretion the "OWNERS" so determine

From and after the happening of these events, whichever occurs first, the Class B members shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest required for membership. Where a lot is owned by more than one person or entity, all of the Owners there of shall be collectively entitled to the vote assigned to such lot, and such Owner, shall in writing, designate an individual who shall be entitled to cast a vote for the Owners of that lot.

Section 4. Board of Directors; Bylaws; and Rules of Regulations. All of the affairs, policies, regulations, and property of the Association shall be controlled and governed by the Board of Directors thereof, which Board shall consist of no fewer than three (3) nor more than five (5) members, the exact number to be determined by the members of the Association prior to the vote therefore. Such directors shall be the Owner of the lot (or partial owner of a lot where such lot is owned by more than one individual), (or if a lot is owned by a corporation, including "OWNERS", any duly elected officer or director of any owner corporation may be elected a representative of directors). The Board shall adopt Bylaws to govern the Association's procedures, election, and internal management, and other related matters. Additionally, the Board of Directors may promulgate and enforce reasonable uniform rules and regulations which may be necessary or expedient for the general control, management, and operation of Cuyler Field in accordance with the purpose and objectives of a Residential Airport community and subject to the provisions hereof. A meeting shall be held annually with at least 60 days' notice to all members of the Association. The meeting notice

shall include an Agenda of said meeting with information on any action item. No item of business may be voted on unless the item was in the Agenda mailed with the Notice of Meeting or until said item is properly noticed or unless 80% of the Association members are present or represented by proxy.

ARTICLE VI  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. The "OWNERS" shall convey legal title to the Common Properties to the Association. The improvements to be completed by "OWNERS" shall include the streets which will allow Owners a means of ingress and egress to and from the public right-of-way which lies contiguous to the Property on the East side thereof, together with the airstrip. Said streets and airstrip are designated on the plat of Cuyler Field. A copy of said benefit of all Members of the Association and shall not alienate such title without the approval of eighty (80%) of all Lots. Owners are entitled to one (1) vote for each two (2) acres owned.

Section 2. Title to Common Properties. The "OWNERS" shall convey legal title to the Common Properties to the Association. The improvements to be completed by "OWNERS" public right-of-way which lies contiguous to the Property on East side thereof, together with the airstrip. Said streets and airstrip are designated on the plat of Cuyler Field. A copy of said plat is attached hereto, the Association will hold title to the Common Properties for the use and benefit of all Members of the Association and shall not alienate such title without the approval of eighty percent (80%) of all Lots. Owners are entitled to one (1) vote for each two (2) acres owned.

Section 3. Condemnation of Common Properties; the Application of Condemnation Proceeds. In the event all or any portion of the Common Properties should be condemned and taken by the public authority having the power of eminent domain, all proceeds as a result of such condemnation shall be paid to and held by the Association for the use and benefit of the Members of the Association. All such condemnation proceeds shall be utilized to restore the Common Properties to the condition existing prior to such condemnation insofar as may be possible; provided, in the event the Association should fail or be unable to so restore the Common Properties for whatever reason, such condemnation proceeds shall be applied to the improvement or replacement of the remainder of the common properties.

Section 4. Easements for Utilities and Services, Encroachments, and Maintenance by Community Association. The "OWNER" hereby gives and grants the easements described below upon the Common Properties, and reserves unto itself, its heirs, personal representatives, successors and assigns, the right to grant further similar easements until the Transfer Date, and after the Transfer Date, the Community Association shall automatically succeed to the right to grant such easements:

- (a) An easement or easements on, upon, across, through and under the Common Properties to provide, service, repair and maintain the equipment required to provide (which easement may include reasonable rights of access for persons and equipment necessary to accomplish such purposes) utility services, including, without limitation, electric, light, telephone, cable television, gas, water, sewer, drainage, and any other utility or service upon or for the benefit of any part of The Properties
- (b) An easement or easements in favor of Baker County, or any subdivision or agency thereof, or any franchised, private or public utility thereof, for access and

- for the providing and maintaining of any municipal services to The Properties, including, without limitation, garbage and trash collection, police, fire protection, etc. No such easements hereby give and granted in this Section 4 shall be construed as permitting the public to come upon the Properties, and shall be used only for the purpose of furnishing such services by the duly designated employees of those governmental authorities or other suppliers providing same.
- (c) An easement for encroachment in the event that any improvements upon the Common Properties, if any enrich upon any of the Lots, and in the event that any Lot, or improvements thereon now or hereafter encroaches upon the Common Properties as a result of a surveying error or inaccuracies in construction or reconstruction, or due to settlements or movement of any such improvements so that the encroaching improvements shall remain undistributed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance of the encroaching improvements in favor of the Owner of such improvements.
  - (d) An easement or easements in favor of the Association to enter in and upon the Lots as may be necessary to perform its responsibilities and duties of maintaining, painting, staining, and repairing such lots as set forth in herein.
  - (e) An easement in favor of County, State and Federal Law Enforcement agencies for the express purpose of enforcing County, State and Federal Law upon said common properties, and access thereto shall be without requirement of court order. The giving of this easement shall not give any right of access to the public nor change the status of the airstrip from private to public.
  - (f) No expenses or implied easement shall include the right to impair or impede aircraft from use of roads, taxiways, or airstrip. Any right of movement of aircraft over the common properties with said right of movement to include Cuyler Field and any addition thereto.

## ARTICLE VII ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments; Claim of Lien. The "OWNERS" for each Lot owned within The Properties, hereby covenants and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association; (1) annual assessment or charges; and (2) special assessments for capital improvements and emergency requirements, such assessments to be established and collected in the manner hereinafter provided. The annual and special assessments, together with interest at the maximum legal rate and cost of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with interest, cost of collection, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with interest, cost of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was due. The personal obligation for such delinquent assessments shall also pass to his successors in title, provided the Association has caused a claim of lien to be recorded in the public records of Baker County giving notice to all persons the Association is asserting a claim of lien upon the Lot prior to the conveyance of title to the Lot. Said claim of lien shall state the description of the Lot, the name of the record owner thereof, the amount

due and the date when due, and the lien shall continue in effect until all sums secured by the lien have fully been paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon fully payment of the total amount due, the party making payments shall be entitled to a recordable satisfaction of such lien. Liens for assessment may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property. In such foreclosure, the Owner of a Lot shall be required to pay a reasonable rental for the Lot, and the Association shall be entitled as a matter to the appointment of a receiver to collect same.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of Lots in The Properties, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and the Lots situated upon the Properties, including, but not limited to the following:

- (a) Payment of operating expenses of said Association, including management fees and manager's salary, if any, and legal and accounting fees;
- (b) Lighting, improvement, maintenance, and beautification of access ways, streets, and easements area, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices and cost of controlling and regulating traffic on the access ways, which are the responsibility of the Association.
- (c) Maintenance, improvement, and operation of drainage easements and systems;
- (d) Management, maintenance, improvement, and beautification of recreation areas and facilities, the Common Properties, and all common open spaces including the landscaping and maintenance thereof in a neat and orderly fashion;
- (e) Garbage collection and trash and rubbish removal, but only if authorized by the Association, and only if permitted by local law or ordinance;
- (f) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;
- (g) Repayment of funds and interest thereon borrowed by the Association, if any;
- (h) Payment of premiums for both hazard and liability insurance required to be kept and maintained by the Association;
- (i) Payment of real and tangible personal property taxes, if any there be, assessed against properties, title to which is owned and held by the Association;
- (j) Doing any other thing necessary or desirable, in the judgement of said Association, to keep Cuyler Field neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards or, which in the judgement of said Association, may be of general benefit to the owners or occupants of lands included in The Properties.
- (k) Doing any and all other things which may be required by the Association to do, or which may be necessary implied, by any other provision of this Declaration.
- (l) Nothing contained herein shall be deemed a requirement that the Association actually undertake the foregoing listed activities, but that the listing thereof refers to the right of the Association to undertake such activities.

Section 3. Annual Assessments. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income, if any, and estimated expenses in sufficient detail to show separate estimates for public liability insurance for the Common Properties, operating expenses, maintenance expenses, repairs, utilities, replacement



reserve, and reasonable operating reserve, and any other items which the Board deem proper. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected. Likewise, any provision to the contrary herein contained notwithstanding, or in the case of an emergency. The board may increase the amount of the levy during the fiscal year after the budget has been adopted and the assessment has been made if the Board determines that the additional monies will be required in order to fund and pay for unexpected repairs to common areas which cannot be paid off till the next annual meeting.

Section 4. Special Assessments for capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common Properties, if any, including the necessary fixtures and personal property related thereto. Provided, however, that no such special assessment shall be levied when the amount thereof shall exceed one-half (1/2) of the current regular annual assessment, unless prior written consent is received from all voting Members.

Section 5. Assessment for Road Improvements. In addition to the other assessments described within this Article, the Association shall establish an assessment for the specific purpose of establishing and funding a sinking fund to be used by the Association for the surfacing and reconstruction, if required, of any roadways located within the Common Properties ten (10) years after the transfer date, and for each ten (10) years thereafter. This assessment shall be in the amount not less than \$30.00 per Lot per year during the initial ten (10) year term. The assessment described in this Section shall commence on the date of transfer of title to the Common Properties from the "OWNERS" to the Association.

Section 6. Rate of Assessment. The rate of assessment for annual and special assessment shall be equal and uniform for all lots and/or owners. (Refer to Article V section 3 for election made by owner of multiple lots)

Section 7. Notice of Assessment. After adoption of a budget and determination of the annual assessment, the Association shall assess such sum by promptly notifying all Owners of Lots by delivering or mailing notice thereof the Member representing each Lot at such Member's most recent address as shown on the books and records of the Association. The annual assessment so levied shall be due and payable to the Association whether or not Members are sent or actually received a written notice thereof.

Section 8. Instalment payment of Assessment. In the sole discretion of the Board, the annual assessments may be paid in instalments, and if the Board elects an instalment method, then one-twelfth of the annual assessments so levied shall be due and payable in advance to the Association on the first day of each month whether or not Members are sent or actually received a written notice thereof.

Section 9. Delinquent Assessments.

- (a) Lump Sum Assessment. If the annual assessment is not paid on or before thirty (30) days after the date when due, then such payment shall be deemed in default. The Association shall thereafter be entitled to bring action at law against the Owner personally or the

Association may foreclose the lien against the assessed property in the manner as provided in Section 1 of this Article. In addition to the amount assessed, the Association shall also be entitled to collect from the Owner liable therefore all costs, interest at current City Bank of New York prime annual rate, per annum, and reasonable attorney fees incurred by the Association, whether suit is brought or not. Cost shall include all court cost and all reasonable expenses including title search expenses, insurance premium payments, sheriff fees, and any other expense reasonably incurred to enforce payment of the assessment or to protect the Association's lien on the assessed property. All such costs, expenses, interest and attorney fees shall be a lien on the assessed property. The Board shall have authority to take such action as it deems necessary in order to collect the assessments, and it may settle and compromise the same if in the best interest of the Association

- (b) If the Board has elected to collect assessments on an instalment basis, then if a monthly instalment payment is not paid on or before fifteen (15) days after the date when due, then such payments shall become delinquent and shall, together with interest thereon at the maximum legal rate and cost of collection thereof, thereupon become a continuing lien on the Lot as provided in Section 1 hereof. The personal obligation of then the Owner to pay such payment, however, shall remain his personal obligation for the statutory period, notwithstanding that title to the Lot may be transferred to another with the lien still remaining thereon.

If a monthly payment is not paid within thirty (30) days after the date when due, the Association shall have the right at any time thereafter, without notice to accelerate and declare the entire balance of the annual assessment for that year immediately due and payable, and the assessment shall bear interest from the date of delinquency at the rate aforesaid. Thereafter the Association shall have the same enforcement rights and shall be entitled to collect all those items as set forth in Section 9 (a).

Section 10. Certificate of Payment. The Association shall, upon demand by an Owner, at any reasonable time, furnish to any Owner liable for any assessment a certificate in writing and in recordable form, signed by an officer of the Association, setting forth whether such assessment has been paid, and if not, the amount thereof. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessment provided for shall be junior and subordinate to the lien of any institutional first mortgage (whenever used herein, the term "institutional first mortgage" shall include mortgages held by banks, life insurance companies, savings and loan associations, mortgage companies, real estate investment trusts, and other similar lending institutions) now or hereafter placed upon any portion of The Properties subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. Provided, however, that upon the sale or transfer of title to a Lot pursuant to the foreclosure of an institutional first mortgage, or any proceeding or conveyance in lieu of the foreclosure of such an institutional first mortgage, the person who acquires title to a Lot shall not be liable for the assessments which become due prior to such acquisitions of the title as a result of foreclosure. Such unpaid assessment shall be deemed to be common expense of the Associations, collectible from all other Lot Owners, including the person who acquired the title to the Lot. Such acquirer of title to the Lot, including the holder of the institutional first mortgage, shall be fully responsible for all assessments which become due subsequent to the acquisition of the title to the Lot.

Section 12. Guarantee and Date of Commencement of Annual Assessments. The management control and operation of Cuyler Field and the Association, including the levying and collecting of assessments, shall remain in the "OWNERS" until actual management is delivered and turned over by "OWNERS" to the Association, "OWNERS" shall collect all assessments, the same being payable to "OWNERS" during this interim period, and "OWNERS" shall reasonably perform the duties and obligations of the Association as herein provided, until the Transfer Date.

The Annual assessments provided for herein shall commence on the Transfer Date. However, the "OWNERS", shall not be responsible for payment of such assessments to the Association or the "OWNERS", as the case may be, for underdeveloped Lots to which the "OWNERS" hold title during the period of time until actual management is delivered and turned over by the "OWNERS" to the Association occurs, but "OWNERS" hereby guarantee that the annual assessment while serving as manager of the Development shall be \$100.00 for each lot. "OWNERS" obligate themselves to pay any amount of expenses incurred during the interim period, and prior to turnover, which would ordinarily be the obligation of the Association, in excess of the amounts actually collected as annual assessment from the other Lot Owners. During the interim period "OWNERS" shall maintain an accurate accounting concerning the assessments funds or their use of application, but may use any portion of the same for capital improvements, so long as said improvements are to the Common Properties. The "OWNERS" shall, during the interim period, have a lien on each Lot for any unpaid assessments, together with interest thereon and cost of collection, including attorney's fees, and shall have the same remedies of personal action against the Owners and/or foreclosure of said lien to perfect collection as given the Association. Nothing herein shall require OWNERS to pave or surface streets

Upon turning over the management and operation of Cuyler Field to the Association at the Transfer Date, the "OWNERS" shall render an accounting to the Association and deposit with it any remaining unspent sums and prepaid deposits, and shall then automatically be released of any and all types of liability of Lot Owners and the Association. After such turnover occurs, the "OWNERS" shall be liable for the payment assessment charges on all Lots to which it has title.

## ARTICLE VIII ADDITIONAL RESTRICTIVE COVENANTS

Section 1. Duration of these Additional Restrictive Covenants. All and each of these additional restrictive covenants contained in this Article IX shall continue in force, and shall run with the land of Cuyler Fields for that period of time as provided in Article XIII, Section 3, of these Declarations, or until modified amended, or deleted, as provided in Article XI.

### Section 2. Additional Restrictive.

- (a) Any construction, commenced on any Lot, shall be completed within twelve (12) months from the date of commencement of construction, unless an extension is granted by the Association, in writing.
- (b) No building or structure of any kind whatsoever other than a single family dwelling shall be erected on any lot, except that there may be constructed on each of said lots special purpose buildings for use in connection with and to serve the family unit, such as (but not limited to) pump house, cabana, tack room, tool storage room, airplane hangar, provided that such building shall be constructed in such manner as to blend harmoniously with the general area and upon the same architectural design as the residence.

- (c) Prior to construction of any type upon any Lot and the Lot Owner shall submit plans for the structure to be constructed to the architectural control committee for approval in accordance with Article IX, Section 2 hereof. All residences shall have a minimum of 1,500 square feet of heated and cooled space with an attached two (2) car garage or car port. All residences shall be conventional construction with all types of mobile homes and factory constructed "pre-fab" homes being expressly prohibited.
- (d) No trade, business, service, professional care services, instruction, or manufacture of any kind or nature whatsoever shall at any time be conducted on any of the lots in this Residential Airport Community, nor shall any building erected thereon be used for such purposes, except, it is expressly permitted that any builder of a single family home in this subdivision may use such home as a model home, and may sell that home or homes or other single family residence from those homes. Further, it is expressly permitted that an Owner may maintain a private office within a residence on a Lot in this Residential Airport community for the purpose of carrying out a professional employment, provided there are not exterior signs evidencing said office and further providing that said use does not generate excess of traffic flow to the residence.

The restrictions of this Article shall not apply to retained acreage of 'OWNERS' and their heirs and assigns which is reserved for future use as residential and/or commercial purpose.

- (e) No lots in this subdivision, nor any building erected thereon, shall be used or occupied injuriously to affect the use, occupation or value of the adjacent premises for residence purposes and the neighbourhood wherein said premises are situated.
- (f) No obnoxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which shall be erected or displayed thereon; except such signs as may be reasonably required for sale purposes of the real property upon which it is erected.
- (g) No swine or other similar animal may be kept or maintained on any Lot or portion thereof, nor shall any chicken yards, nor fowl of any type, be maintained thereon. In addition, no dog, cat or any other type of animal, fish or fowl breeding operation, whether commercial or non-commercial, shall be used on any Lot. An Owner may maintain two horses, per Lot, provided said horses, are maintained in a fenced area, and kept and maintained in accordance with normally acceptable veterinary practices. No more than two dogs and two cats shall be allowed per Lot and said animals shall not be allowed to roam free.
- (h) No trailer, utility trailer, camper, horse trailer, motor home, travel trailer, boat, bus or truck over one-half ton capacity shall be parked or maintained on said property or any portion thereof unless in a completely enclosed garage, or unless stored in such a manner as to not be visible from the street.
- (i) No repair work on aircraft, automobile or mechanical vehicles, or any other like work, shall be performed on any Lot or any portion thereof except that an Owner of a single-family residence may undertake such repair work on the Owner's own vehicles, and provided that such repair work be undertaken inside the enclosed garage or hangar of the Owner's residence. no vehicles of any kind shall be permitted to occupy any Lot, other than inside an enclosed garage, that are inoperable, that have had wheels or tires removed, or have their engine removed or otherwise unsightly.
- (j) No structure shall be constructed upon any Lot which shall have a height greater than thirty-five (35) feet.
- (k) For the purpose of procuring the development of the lands in the Residential Airport Community as a residential area of fair and consistent standards, no building, improvement, fence, mailbox or structure shall be allowed to be erected, placed or

- altered on any Lot until the construction plans and specifications and the plans showing the location of the structure upon the Lot shall have been approved by the Architectural Control Committee as to quality of workmanship and materials to be used, harmony of the external design with the existing structures in the subdivision, and as to location with respect to topography and finished grad elevation.
- (l) All committee members shall serve without compensation, but the committee shall have the authority to employ architects or the other professional consultants to assist the committee. All applications for construction approval and all notices of alleged violation of these restrictions must be submitted in writing to the Association. No approval shall be granted by the Architectural Control Committee until written application shall be made to committee, which application shall include and disclose in detail:
- (i) The type and nature and all buildings, fences, gates, mail boxes, culvert headwalls and other structure to be erected, changed or altered
  - (ii) Specifications of material and method of construction to be used of employed.
  - (iii) Plans of such proposed buildings, fences, gates, mail boxes, culverts headwalls and other structures accurately drawn to not less than on-quarter inch to the foot scale, with sufficient details to enable a qualified architect to determine the structural soundness and finished appearance of such building, fences, gates, mailboxes, culverts headwalls, or other structures, and in the event such application shall pertain to any residences or other buildings, there shall be included a floor plan and the four principal exterior elevations.
  - (iv) Accurately drawn plot or site plans showing the location of all existing structures and the location of such proposed erections, repairs, changes or alterations including location of all pools, courts, recreational facilities, greenhouses, cabanas, septic tanks, wells, drives, walks, trash receptacles, screen enclosures, air-conditioning equipment, antenna, aircraft hangars.
- (m) In the event that said plans are not approved or disapproved within thirty (30) days after submission to the committee then such approval shall not be required; Committee to approve or disapprove the plans, specifications and plat plans, any new building or alteration or addition shall nonetheless conform to, and be in harmony with the existing single family dwellings in the Residential Airport Community. The Architectural Committee may adopt further rules and regulations from time to time regarding the form and content of plans and specifications required to be submitted. Approval of plans and specifications shall not be unreasonably denied.
- (n) No buildings or structures, except fences approved by the Architectural Control Committee shall be constructed or placed nearer than fifty (50) feet to any front lot line, nor nearer than thirty (30) feet to any side lot line of any Lots as recorded on the designated survey of Cuyler Field. All rear lot lines set back shall be thirty (30) feet setback lines on rear of each lot, provided, however, that the Architectural Control Committee shall have the authority to alter said setback line requirements as may be required because of peculiar lot configuration topography.
- (o) Fencing of the individual lots must conform to one of the fencing standards developed by the Architectural Control Committee. Fencing, both in location, style and construction shall conform to an overall fencing plan for the subdivision as developed by the Architectural Control Committee. The various styles available shall depend upon the location of the fencing and all proposed fencing must be approved by the Architectural Control Committee. Fencing specifications and designs shall be available from the Architectural Control Committee upon written request. The

“OWNERS” and the Architectural Control Committee reserve the absolute right to prohibit the construction or maintenance of any fences of any kind. Swimming pools and other areas required by local law and order to be fenced shall be properly fenced. Additionally, all culverts located under driveways or walkway shall have endwalls or headwalls which shall be constructed in conformity with designs and standards established by the Architectural Control Committee. Styles and designs shall be available upon request to the Architectural Control Committee.

- (p) When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building plot in a manner that constitutes a violation these covenants and restrictions, the Architectural Control Committee may release the lot or building plot, or parts of it, from any part of the covenants and restrictions that are violated. The Committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole judgement.
- (q) Any structure or structures damaged by fire or the elements shall be removed or replaced as soon as is reasonably practicable.
- (r) In order to preserve the natural appearance of the land as much as is possible no trees shall be cut down or injured so as to kill said trees without prior written consent of the Architectural Control Committee. The Association or OWNER may impose a \$100.00 per tree assessment against any lot owner who violates this provision. This provision is limited to trees of five (5) inch DBH or greater.
- (s) No more than two (2) aircraft, whatever type, may be permanently based on any one lot. Permanently based shall mean a period of more than twenty (20) days. Visiting aircraft may make arrangements with the Homeowners Association or “OWNERS” for tie down space upon apron areas of airstrip

## ARTICLE X INSURANCE

Section 1. Ownership and Maintenance of Insurance by Association. It is hereby declared to be reasonable, desirable, and necessary for the proper preservation and enforcement of the values and amenities in Cuyler Field that insurance be carried and maintained at all times as hereinafter stated. In other provisions of this Declaration, the Association is charged with the obligation and duty of maintaining the Common Properties and it is therefore proper and acceptable that the Association own and maintain insurance with a reputable insurance company authorized to do business in the State of Florida having a Best’s rating “A” or better, insuring all the insurable improvements erected within the Common Properties, if any. Such insurance shall be for the full replacement value of any improvements, and the premium for such coverage and all other insurance deemed desirable by the Association shall be assessed against the Owners of such Units as part of the annual assessment. The Association shall have no duty to obtain and maintain fire and extend coverage insurance and vandalism and mischief insurance if no improvements are constructed on the Common Properties.

Section 2. Occurrences of Loss. In the event a loss occurs to any improvements within the Common Properties, payments under the policy shall be made to the Association, which shall hold such proceeds as trustee for the benefit of the Owners and holder of the institutional first mortgages on such Lots in accordance with the terms hereof.

- (a) All Association officers and employees handling the funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees on the

insurance check shall endorse the same over to the Association, and all the Association will promptly contract the necessary repairs to improvements within the Common Properties.

- (b) In the event of a loss to any improvements on the Common Properties, the Association shall first determine if the insurance proceeds should be used to replace or repair the improvements, or whether such improvements should be abandoned. If the Association determines to repair or replace the improvements, then:
- (i) The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and contract between the Association and the contractor. However, if the project has been abandoned, as hereinafter provided, the insurance proceeds shall be disbursed by the Association to the Owners of the Lots. under all circumstances, the Association shall have the authority to act as the agent for all Owners for the purpose of compromising or settling insurance claims for damage to improvements within the Common Properties.
  - (ii) If the Association determines not to repair or replace such improvements, then the proceeds of the insurance settlement shall be first used to remove the damaged improvements, or to render them harmless and such that any remaining structures not constitute a nuisance as unattractive to the project. The balance of any proceeds shall then be held by the Association to reduce the next year's annual assessment.

Section 3. Liability Insurance. The Association shall also obtain full and complete liability insurance covering all of the Common Properties and insuring the Association and all the Owners as its and their interest may appear. This obligation shall apply only to the Common Properties and only if liability coverage is reasonably available.

## ARTICLE XI AMENDMENTS AND MODIFICATIONS

Section 1. Amendments by "OWNERS". Prior to the time the "OWNERS" have sold and conveyed the last Lot located within Cuyler Field, the "OWNERS" reserve and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or any scrivener's error; (b) to include in any contract for deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained; (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building, restriction lines and provisions hereof relating thereto) if the "OWNERS", in their sole judgment, determine such violation be to a minor insubstantial violation.

Section 2. Amendments by Owners. Except as to provisions relating to amendment and modifications as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular items, any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least eighty percent (80%) of the Lots in Cuyler Field, which are subject to the terms of this Declaration, may change or amend any provision hereof, except as above mentioned in whole or in part, by executing a written instrument in recordable form setting

forth such amendment and having the same duty recorded in the public records of Baker County, Florida. Provided, however, that no amendment shall be made which changes the ratio of assessments against Lots or which in any way affects the rights of holders of institutional first mortgages located thereon. Provided, further, that for so long as the "OWNERS" shall own any Lots within Cuyler Field for sale in the ordinary course of business, any such amendment shall require the approval and joinder of the "OWNERS" in order to become effective.

A proposed amendment may be instituted by the "OWNERS", the Association, or by petition signed by a majority of the then Owners. A written copy of a proposed amendment shall be furnished to each Owner at least thirty (30) days, but not more than sixty (60) days prior to a designated meeting to discuss and vote upon such particular amendment. Such notification shall contain a recitation that sufficient notice was given as above set forth, and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation and such recorded amendment.

## ARTICLE XII REMEDIES FOR VIOLATIONS

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the "OWNERS" or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoying all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative to all other remedies now or hereafter provided by law. the failure of the "OWNERS", their successors or assigns, of the Association, to enforce any covenants or restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver to the right to enforce the same thereafter as to the same breach or violation, thereof occurring prior to or subsequent thereto. In the event the "OWNERS" or the Association shall prevail upon such proceedings for recovery of damages or to enjoin violations, the Member shall be responsible for all costs and expenses incurred or paid by the "OWNERS" or the Association in the prosecuting of such proceedings, including reasonable attorney's fees, and the "OWNERS" or Association shall be entitled to place a lien upon the property owned by such Member, as provided in Article VII hereof to secure payment of such sums, should the Member fail to pay such costs and expenses within thirty (30) days from the entry of the judgement or injunction.

## ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1. Additional Covenants and Restrictions. No Owner, other than the "OWNERS", without the prior written approval of the "OWNERS" or The Association, once the turnover to it has occurred, may impose any additional covenants and restrictions upon any portion of Cuyler Field.

Section 2. Invalidation. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgement or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which shall remain in full force and effect.



Section 3. Duration. The covenants, restrictions and provisions of this Declaration shall run with and bind the land in perpetuity and shall inure to the benefit of the "OWNERS", the Owners, and their respective legal representative, heirs, successors and assigns until amended, modified, or terminated in accordance with the terms hereof. Provided, however, that in the event that any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or the any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose the measuring of lives shall be those lives of the "OWNERS".

Section 4. Section Heading. This section headings contained in this Declaration are for the reference purposes only and shall not in any way affect the meaning, content, interpretation hereof.

Section 5. Construction and Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose and intent of creating a planned residential community. Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

Section 6. Government Not Responsible for Common Areas. The "OWENRS" and the Owners agree that no Agency of the Government will be requested to assume maintenance of the Common Areas: Further, if for any reason it should become necessary that a public agency maintain such areas or otherwise expend public funds for such maintenance, then such costs shall be due and payable by individual property owners, and if unpaid, shall become Liens on individual Lots.

Section 7. Grandfather Clause. It is expressly understood by all parties that the "OWNERS, H.D. FISH and THELMA FISH, have been residents of the properties since 1946 and that as such their home has for many years been established upon what is "OWNERS" retained acreage and shall be exempt from the provisions of Article, IV, VII, VIII, and IX "for so long as it is owned by H.D. FISH and THELMA FISH, and or their heirs."

Section 8. Reservation of Fishing Rights and Restrictions. "OWNERS" and their heirs retain the right to fish upon all property included in the original Cuyler Field together with any additions thereto. Lots sold therein will be subject to these rights and to the above stated restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the year and date first above written.

Morgan E. Haley  
Witness: Morgan E. Haley

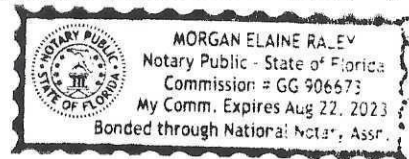
Courtney L. Perkins  
Witness: Courtney L. Perkins

HUGH D. FISH  
HUGH D. FISH, as provided in the original articles as being an original owner.

STATE OF FLORIDA  
COUNTY OF BAKER

BEFORE ME personally appeared HUGH D. FISH, as provided in the original articles as being an original owner, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge before me that they are executed the same for purposes therein expressed.

WITNESS my hand and official seal this 25<sup>th</sup> day of SEPTEMBER, 2019



Morgan E. Haley  
Notary Public  
My Commission Expires:

Attachment "A" shall be the same as on the Declarations originally recorded and the plat of Cuyler Filed shall differ only as to those areas for which zoning has changed from A to R-1 and designated on attachment hereto.