

TABLE OF CONTENTS

Sections & Topics	Page
** Denotes the major revisions to these R&Rs adopted November 14, 2023	
I. Authority and Introduction	
A. Authority for These Rules and Regulations	3
B. Purpose Of This Document	3
C. Caveats	4
D. How Governing Documents Can Be Changed	4
E. Errors and Revisions to These Rules and Regulations	4
F. Association Record(s) Retention and Member Access	4
II. Board of Directors and Management Company	
A. Directors Duties, Terms, and Vacancy Selection	5
B. Management Company	5
III. Association Officers	
A. Titles and Functions	6
B. Insurance, Bonding and Indemnification	6
IV. Committees	
Committee Responsibilities and Powers	7
A. Architecture Review Committee (ARC)	7-13
B. Landscape/Pond Committee (LPC)	13
C. Community Relations Committee (CRC)	13
D. Budget Committee	13-14
E. Elections Committee	15
F. Review Committee	15
V. Association Meetings	
A. Monthly Board Meetings	15
B. Architecture Review Committee (ARC) Meeting	15
C. Landscape Pond Committee (LPC) Meeting	15
D. Annual Membership Meeting and Election of the Board	16
E. Special Membership Meeting	16
F. Communications	16
VI. Assessments and Other Financial Matters	
A. Annual Assessments	17
** B. Delinquent Assessments_	17
C. One-time Special Assessments	18
** D. Special Assessments for Covenant Violations	18
E. Association’s Right to Lien Your Lot/Home	18

TABLE OF CONTENTS (cont'd)

Sections and Topics	Page
VII. Protective Covenants - What You Can and Cannot Do	
A. Rights to Common Areas	19
B. Vacant Lots	19
C. Building or Modifying Your House Setbacks and Lot Coverage	19
D. Outbuildings and Accessory Uses Structures	20
E. Erecting a fence	20
F. Other Permanent and Non-permanent Structures (Play equipment), Storm Shutters	21
**G. Vehicles and Boats, Repair, Parking, etc.	21
H. Animals	22
**I. Signs: Temporary, Security, Contractor, Political Signs, Holiday Decorations, Exterior Decorative Objects	22
J. Antennas and Satellite dishes	23
K. Tree Removal	23
L. Maintaining Your Property	23
M. Creating a Nuisance	23
N. Garbage and Yard Waste Collection	24
O. Renting or Leasing Your Home	24
P. How Can You Complain of an Infraction	25
Q. How Does Your Association Enforce Compliance	25
 ARTICLE XI Enforcement – Fourth Amendment to the Bylaws	 26-28
 VIII. Land, Water, Structures & Systems Responsibilities of Halifax Plantation Phase 1	 29-34
 Fifth Amendment to the Covenants & Restrictions, Article VII, Section 7.54. Parking	 35-36

I: Authority and Introduction

All homeowner's associations in Florida are subject to Florida Statutes, Chapter 720. When you purchased your home or lot in Halifax Plantation Phase One, you also contractually agreed to be bound by the related "Declaration of Covenants and Restrictions, Halifax Plantation Phase 1", C&Rs (page 1390). "Section 3.3. Obligations for Compliance. By accepting an instrument of conveyance or by taking possession or occupancy of a dwelling unit or lot, each such person does agree to abide by and comply with this Declaration and its Exhibits and with all Rules and Regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that such compliance is necessary for the orderly enjoyment of the common areas and recreational facilities." These are recorded in our C&Rs, (pages 1385 through 1448).

References in the Rules and Regulations (R&Rs) to the Florida Statute will be in the form (720.XXX with XXX being the sub-chapter number.) References to Volusia County Code of Ordinances (used mostly by the Architecture Review Committee, ARC) are in the form "V.C. Section XXX.XX".

References to the Covenant and Restrictions (C&Rs) and Bylaws, in this R&Rs document, will be in the form (page 1234) with "1234" being the aforementioned recorded page numbers at the County. If one of the five C&R amendments is referenced, the page number will be preceded by the Book number. (Example: "Book 3083 page 1234") Exhibit-E of the C&Rs (page 1431) contains the Bylaws of Halifax Plantation Phase 1 Homeowner's Association, Incorporated of which the homeowner's association board is the corporate board of directors. The C&Rs (page 1406) Article XIII Section 8.4 also allow for a fourth governing document (Florida Statutes Chapter 720.).

For the purpose of this document references to the Halifax Plantation Phase 1 Board of Directors may also be referred to as the Board or the Board of Directors. Likewise, references to the Halifax Plantation Phase 1 Homeowner's Association may be referred to as "the Association".

A. Authority for These Rules and Regulations

This official R&Rs document is allowed in the C&Rs (page 1406) Article VIII, Section 8.4. This Section states... "The Board may at any meeting of the Board adopt Rules and Regulations or amend, modify or rescind the then existing Rules and Regulations for the operation and use of the common areas and enforcement of these covenants and restrictions and the conduct of lot owners, their tenants and guests; provided, however, that such Rules and Regulations are not inconsistent with the terms or provisions of these documents."

B. Purpose of This Document

The Florida Statutes Chapter 720, Volusia County code, the Association's C&Rs and Bylaws are legal documents that are often difficult to interpret, and contain necessary detail related to the daily operation of the Association. The information in the Statutes is part of our governing documents although some of our procedures may supersede these documents. These R&Rs are intended to be a single but not sole source, easy to read, member's guide to the most commonly asked questions concerning the Association.

C. Caveats

This R&Rs document is not intended to cover all of the provisions covered in the C&Rs. Nothing herein shall limit the Association or the Board from enforcing any provisions of the Declaration of Covenants and Restrictions, Halifax Plantation Phase 1, or the related Bylaws. Any conflicts between this R&Rs document and the filed documents shall always be judged in favor of the filed documents.

D. How Governing Documents Can Be Revised

DECLARATION OF COVENANTS AND RESTRICTIONS: Proposed changes may be offered up for lot/homeowner vote by a majority of the Board of Directors or by a petition signed by 25% (75) of the lot/homeowners. The proposed change must then be approved by a vote of the majority of the lot/homeowners (C&Rs (page 1408) Article IX, Section 9.2.

BYLAWS: Proposed changes may be made by a two thirds (2/3) vote of the Board of Directors. Approved changes will not go into effect until forty-eight hours after lot/homeowners are notified in writing (C&Rs Amendment Four, page 2,).

RULES AND REGULATIONS: Proposed changes may be made by a majority of the Board of Directors. Approved changes will not go into effect until forty-eight hours after lot/homeowners are notified in writing. C&Rs (page 1408) Article IX, Section 9.2.

Distribution of revised documents will be sent via email if written permission has been granted and the address has been provided by the homeowner

E. Errors and Revisions to These Rules and Regulations

Please direct any comments or corrections to these R&Rs that you may feel are necessary to the current president of your Board of Directors.

F. Association Record(s) Retention and Member Access

Florida Statutes 720.303 [(4. f, h, i, j) (5b) and (5c)] require your Board to maintain meeting minutes, insurance policies, and accounting records for 7 years. All contracts must be retained one year. All Association records must be available to members within ten days of their requesting them. Members will be court awarded \$50.00 a day, of delay beyond 10 days, up to \$500.00. To invoke this right, Association members must submit a written request to the management company via certified mail stating the specific record(s) desired for which specific date. No blanket requests will be honored (such as "all records" or "all dates" etc.) Unless otherwise notified, you will be allowed to view the requested record 10 days from the date the request is received in the management company, at their business address. Copies may be obtained at the cost of management company labor and materials.

NOTICE: YOU SHOULD HAVE BEEN GIVEN COPIES OF THE DECLARATION OF COVENANTS AND RESTRICTIONS, THE BYLAWS, AND THESE RULES AND REGULATIONS, BY THE SELLER OF YOUR HOME, HIS AGENT, OR THE BUILDER. IF YOU DID NOT RECEIVE THESE COPIES, YOU MAY HAVE LEGAL RECOVERY RIGHTS FOR ANY COSTS YOU INCURRED BY NOT FOLLOWING THESE DOCUMENTS. CONSULT YOUR ATTORNEY.

II: Board of Directors and Management Company

A. Directors Duties, Terms, and Vacancy Selection

Your Board is made up of nine volunteers: C&Rs (page 1433 through 1438) Article VII. You must be a lot/homeowner, be current with your assessment and not be a felon to serve on the Board. Each director serves a three-year staggered term. Three directors are elected at each annual membership meeting. A list of the current board members may be found on the bulletin boards and the website (halifaxplantationphase1hoa.com).

It is not uncommon for a director to resign during their term, due to other commitments or their leaving the area. By majority vote, the remaining directors select a replacement to complete that specific term. Homeowners should contact any board member if they are willing to serve as an appointed director and complete the Notice of Intent to Be a Candidate. The Board is a mixture of those with business as well as community action backgrounds. Florida Statutes 720.305(4) states that the Board receivership will occur if the board membership falls below a quorum (5 members) and a petition is made by any homeowner to the Circuit Court. Should this occur, the Receiver would function as the Board until the remaining board members appoint vacancies to return to a quorum.

The detailed duties of the Board are contained in C&Rs (pages 1434 and 1435) Article VII, Section 3(a) through 3(v), but in brief they are to oversee the financial business of the Association, maintain the commonly owned property, and enforce the Protective Covenants. Because all of the board members are unpaid, with limited time to devote to daily details, the C&Rs (page 1434) Article VII, Section 3 b, provide for the Board to "...appoint and remove... agents and... fix their compensation..." to carry on the detail business of the Association. Your Board has elected to use a management company.

B. Management Company

The management company listed in the Yearly Addendum is under contract for one initial year not to exceed a maximum of three years and thereafter on a month-to-month basis, with either party able to give a 90-day notice of no-fault termination. Your Board seeks to retain a company that balances cost with customer service. The basic functions of the management company are:

- To be the primary contact for all lot/homeowners related to Association business.
- To provide required Architecture Review Committee "Form 1000" to lot/homeowners, verify all required data is attached to the returned forms prior to sending (via courier when necessary) on to the ARC for a review. After an ARC decision, the management company will notify the homeowner of the disposition. This activity is funded by a \$25.00 processing/review fee at this time
- To notify homeowners of C&Rs and R&Rs infractions (as determined by the Board or the ARC and/or the Management Company through the authority granted to them by the Board), and the associated fines that may be assigned.
- To recommend fines to the Board (through the authority granted to them by the Board)
- To process all receipts (assessments, fines etc.) of the Association and prepare all disbursement checks.
- To monitor collection of assessments, send required late notices, and file related property liens, as directed by the Board, for seriously delinquent lot/homeowners.
- To prepare detailed monthly financial reports for the Board treasurer.
- To perform other clerical tasks (annual meeting logistics, mailings etc.) as the Board directs.
- To serve as a legal Records Repository for the Board and the Association.

III: Association Officers

A. Titles and Functions

Bylaws (page 1438) Article VIII, Section 7, (Exhibit E in the Corporate Bylaws) restricts directors from holding two offices, except the secretary who may also be the treasurer. A summary of duties are as follows:

President:

- Presides and establishes an agenda for all regular board meetings and the annual Association meeting
- Supervises the management company in all matters not reserved for other board members or officers
- Signs all significant legal documents and has the delegated ability to sign the Association checks in the absence of the treasurer

Vice President:

- Acts in the capacity of the president in their absence
- Has the delegated ability to sign the Association checks in the absence of the treasurer and president

Secretary:

- Shall record votes and keep written minutes of all board attended meetings and post them on the Dakota Circle and Pecos Drive bulletin boards, as well as the Association website, for the association member's review
- Maintains membership lists and supervises the management company in all activities they perform for the secretary
- Shall have the delegated ability to sign the Association checks in the absence of the treasurer, president, and vice president
- The Board Secretary shall be a member of the Election Committee
- Update and distribute annual addendum to R&Rs
- Maintain a record of directors' Certificates of Education or written certification on file up to 5 years. New Directors must present certificate of education or certify education requirement within 90 days of election

Treasurer:

- Is the primary signer of all of the Association disbursement checks and may delegate this authority to the management company or one or more members of the Board (Second Amendment of Bylaws dated 9-23-2016).
- Supervises the management company in their collection and disbursement of funds along with their annual mailing of the proposed budget/estimated income & expense statement to all lot/homeowners prior to the annual meeting. Management Company must co-sign all checks and verify any delegation of signing by the treasurer.
- Receives monthly financial reports from the management company, certifies them as correct and presents them to the board for their acceptance.
- Works with the Budget Committee in the presentation of the budget and estimated statement of income/expenditures presented to the Board at the meeting for review of the proposed budget, and to the membership at the annual meeting.
- Secures a financial audit of the Association's books by a public accountant when appropriate.

B. Insurance, Bonding and Indemnification:

Bylaws (page 1435) Article VII, Section 3(s) requires the Association to maintain liability coverage for your common areas. C&Rs (page 1396) Article V, Section 5.15 requires directors who control or disperse funds to have a Fidelity Bond. C&Rs, (page 1428) Article XV and the Second Amendment of the Bylaws dated 9-23-2016 amends Bylaws (page 1446) Article XIII adding: "to indemnify the Board for its actions, to supply legal representation to any said officer, director, or committee member for Board related action which shall continue both during and after tenure on the Board. "

IV: Committees

Responsibilities and Powers

The Bylaws, (page 1439) Article X, Section 1 specify five committees, and authorizes the Board to name "other committees as it deems appropriate to carry out its purpose." Each committee shall consist of a minimum of three persons (with the exception of the ARC Committee which must have 5 members).and/or a maximum of nine. Committee members serve at the pleasure of the Board and may be removed at any time without cause. The chairpersons of the committees need not be a director. The Board has required all committee members to be lot/homeowners.

Most committees have responsibilities that have been defined by the C&Rs, Bylaws and these R&Rs. Changes to committees' responsibilities and the Bylaws must have the approval of 2/3 of the Board of Directors. R&Rs require approval by a majority of the Board of Directors. Changes to C&Rs must have approval of a majority of Homeowners C&R (page 1408) Article IX, Section 9.2

Qualifications of Committee Members

Committees are staffed by lot/homeowners that are willing to donate their time. Occasionally they have little experience in the subject of the committee. If you are willing to serve on a committee, please contact any board member, or member of that committee. Homeowners with more experience than existing committee members may be given preference by the Board when a committee vacancy arises.

Open Meeting Law Compliance

Florida Statutes, 720.303(2) requires all board meetings, Architectural Review Committee (ARC) meetings and Landscape/Pond Committee (LPC) meetings that commit expenditure of the Association's funds to be open to members (except in emergencies and when the Board is meeting with their attorney with respect to proposed or impending litigation) and a notice of such will be placed at each entrance 48 hours in advance of such meetings when they do not meet at predetermined times as noted in R&Rs Section V. In the event of a specially called meeting (for example a meeting requested by 25 lot owners) a notice will be sent by mail or via email if written permission is granted and an address is provided by the homeowner not less than 10 days or more than 30 days prior to the meeting. This notice must specify date, time and place of the meeting.

Chairmanships

The chairperson of each committee is responsible for assuring all activities of that committee are implemented. If our property manager shares in the work of the committee, the chairperson will define and document the property manager's duties to minimize confusion. The chairperson is ultimately responsible for assuring all responsibilities of the committee are completed.

The chairperson of each committee is responsible for providing the Board with an activity report at each board meeting and developing an annual operating budget. Presently the Association has four full-time committees and several specialized committees. A description of them follows:

A. Architectural Review Committee (ARC)

The primary mission of the Architectural Review Committee (ARC) is to maintain the overall positive appearance and integrity of our community. In most cases the ARC simply has to determine if the fixed guidance provided in the C&Rs and R&Rs (such as setbacks, home size, etc.) is being adhered to. In other cases, the ARC must exercise considered judgment on decisions regarding the overall harmony and compatibility of ARC related proposals. **Any significant change to the appearance of the exterior of your home or of your lot requires an ARC pre-approval.** County permits are required for all construction and historic tree removal. They generally compare requests to the Association requirements and will not issue a permit without the signed ARC approval stamp. **You must obtain an additional new ARC approval if you change any significant aspect of your project; major changes may void the prior approval and the project will be treated as if no approval was granted.**

The Association is also contacted for input on any request for variance submitted to the county. The responsibilities of the ARC are detailed in the C&Rs (pages 1397 through 1400) Article VI, Section 6.3 and the Bylaws (page 1439) Article X, Section 1(a).

ARC approval is required **prior** to construction of any residence, addition or other activities shown below:

All requests for ARC approvals must be submitted in writing, transmitted to the management company, using the "Form 1000". This form, with the instructions on the back, is designed for homeowners and contractors building new homes, installing pools, or doing major renovations. All approvals are to be completed in 12 months (C&Rs, page 1401 Article VII, Section 7.1), or are revoked unless written extensions are granted by the ARC for reasons beyond the homeowner's control. Homeowners should follow the instructions on the Form 1000 (Application for Approval). This form is a template for various projects, therefore more significant projects such as new home construction or home additions will require more detail than a less complex homeowner project such as the installation of a fence or roof replacement. Form 1000 can be found on the Association website at, halifaxplantationphase1hoa or from the management company

Volusia County requires County and ARC approved construction plans to be in the "Permit Box" at all times.

Common to All Projects

- Review the **back** of Form 1000 and follow those instructions that apply to your project. **Sign** to designate having read and accepted this section
- Check the proper processing fee and deposit boxes. Attach check(s)
- Complete all the items on the form through "Attachments"
- Fill in any of the lower boxes that apply to your project
- Add any comments at the bottom of the page that may clarify your request
- Convey your documentation to the management company
- If a survey is required, it must be less than 5 years old

New Roof

- Processing fee requirement: \$25.00
- Deposit requirement: \$500
- Attachments required: Provide name of manufacturer, color/style and model number if it applies, in "comments"
- House information: None required
- Compliance to development plan: None required
- Building architecture: None required
- Landscape: None required
- A Certificate of Completion must accompany your request for return of deposit

Renovation of Exterior (not adding space)

- Processing fee requirement: \$25.00
- Deposit requirement: \$1,000.00
- Attachments required: Three copies, along with appropriate construction detail as required by Volusia County. If landscaping is altered as a result of the renovation, three copies of landscape plans per Form 1000.
- House information: None required
- Compliance to development plan: None required
- Building architecture: None required
- Landscape: Additional landscape may be required
- A Certificate of Completion must accompany your request for return of deposit

Fences (of any type or height, new or replacement)

- Processing fee requirement: \$25.00
- Deposit requirement: \$500.00
- Attachments required: Photo of typical fence sections showing all heights, gates, color and aesthetics. A site plan per Form 1000 showing location(s) of entire fence relative to setbacks. Landscape plan per Form 1000 if the fence will materially alter existing landscaping and a property survey must be less than 5 years old.
- House information: Not required
- Compliance to development plan: Note fence relationship to required setbacks (See R&Rs Section VII: E)
- Building architecture: Not required
- Landscape: Additional landscape may be required
- A Certificate of Completion must accompany your request for return of deposit

Outbuildings or Accessory Uses Structures (New or Replacement)**

- Processing fee requirements: \$25.00
- Deposit requirement: \$500
- Attachments required: All attachments, in the copies noted, described on Form 1000. Note the more tolerant setbacks allowed for accessory uses structures (See R&Rs Section VII: D). Less professional blueprints and site plan surveys acceptable to Volusia County will be accepted by the ARC (subject to the ARC's final acceptance)
- House information: Supply related square footages (mark out "House information" title and write in outbuilding/accessory uses structures.
- Compliance to development plan: Indicate actual setbacks (minimums, excluding up to 3.5 feet of overhang, 8 feet side, 10 foot rear, unless setback is greater. **Structures cannot be in the easement.** Survey must be less than 5 years old.**
- Building Architecture: Provide a photo(s), state materials for the structure and color
- A Certificate of Completion must accompany your request for return of deposit**

Tree Removals (see R&Rs Section VII: K)

- Processing fee requirement: None
- Deposit requirement: None
- Attachments required: None
- House information: Not required
- Compliance to development plan: Not required
- Building architecture: Not required
- Landscape: Additional landscape may be required

Note: once a Tree Removal Permit is approved, the homeowner will receive a signed permit that is to be displayed in a prominent location on the lot the day the tree(s) is being removed.

Exterior Paint House, driveway or front door. Any and all color changes

- Processing fee requirement: \$25.00
- Deposit requirement: \$500.00
- Attachments required: Provide manufacturer's name and color/number in "comments"
- House information: Not required
- Compliance to development plan: Not required
- Building architecture: Not required
- Landscape: Not required

Landscaping Change (major)

- Processing fee requirement: \$25.00
- Deposit requirement: \$500.00
- Attachments required: Two copies of proposed landscape plan per Form 1000. Utilize a third copy of the plan to indicate major removal of landscaping. If this cannot be clearly noted on the new plan or explained in the “comments” section, contact the ARC for clarification
- House information: Not required
- Compliance to development plan: Not required
- Building architecture: Not required
- Landscape: Attach plan

Gazebo, Trellis, Arbor etc.

- Processing fee requirement: \$25.00
- Deposit requirement: \$250.00
- Attachments required: All attachments shown on Form 1000 if Volusia County requires a building permit. If a permit is not required, the ARC will need one copy of a site plan or survey less than 5 years old with the location of the project on it.
- House information: Not required
- Compliance to development plan: Verify setbacks per requirements noted
- Building architecture: State materials used in the “comment” section
- Landscape: Additional landscaping may be required
- Provide a photo(s) or elevation
- If a permit is required, a Certificate of Completion must accompany your request for return of deposit

Other (not covered by any of the categories noted above)

- Processing fee requirement: \$25.00
- Applicable deposit will be determined based on the information submitted on the Form 1000 for the project
- Attachments required: All shown on Form 1000 as are applicable. Note in “comments” why this does not fit within one of the above categories.
- House information: As applicable
- Compliance to development plan: As applicable
- Building architecture: As applicable
- Landscape: Additional landscaping may be required

Solar Panels are considered as “other” and are permitted as required in Florida Statute 163.04.

Submitting Your Application for Approval (Form 1000) Unless the committee is reviewing building plans, all ARC business will be conducted via email until further notice. If you require additional information regarding the application process you can contact the ARC chairman via email or phone. Contact information is on the website and the bulletin boards at the Pecos entrance and Dakota Circle.

There are several ways that you can submit your Application for Approval to be reviewed and processed by HPP1 Architectural Review Committee (ARC).

1. You can mail it to the HOA’s management company
2. You can drop it off at the management company’s office
3. You can email the Form 1000 and supporting documents to the management company. However, the application will not be reviewed and processed until the check(s) are received by the management company. The contact information for the management company (mailing address, phone number or email address) has been intentionally left out due to potential changes in their contact information. The contact information for management’s person currently processing your application can be found on the HPP1 website (halifaxplantationphase1hoa.com) and on the bulletin boards at Dakota Circle and the Pecos entrance.

The management company will maintain a log showing all requests received and the in-process status of each request as of the last ARC meeting. This log will be part of the ARC chairman's status report to the Board.

Appealing an ARC Decision

C&Rs (pages 1397 through 1399) Article VI, Section 6.3 (e)(5) provides that a homeowner may appeal an ARC decision to the Board. This request for review must be in writing to the management company. The appeal may be decided at the next regular board meeting or a specially called board meeting. The homeowner will be notified in writing of the meeting Date, Time and Place.

Architecture Review Committee Non-compliance Fines

Failure to obtain required ARC approval(s) as required by the R&Rs and/or C&Rs can result in a fine of up to \$100.00 per day up to a maximum of \$1,500.00, in the aggregate, as provided for by Florida Statute 720.305 (2) (b).

The procedure for levying an ARC fine is as follows:

- If a violation has occurred, the management company through the authority granted to them by the Board will send a letter to the property owner advising that a violation has been noted (citing the appropriate R&R and/or C&R) and that a fine as been recommended. This letter will also advise the property owner of the Date, Time and Location of the scheduled Review Committee hearing. The purpose of the hearing is to determine if the fine will stand. It is also the opportunity for the homeowner to present their case, if they choose to do so.
- If the homeowner fails to respond to this notice, the homeowner concurs that C&Rs (page 1399) Article VI Section 6.3(e) (5) and Florida Statute 720.305 (2) (b) have been complied with.
- At the next scheduled board meeting, a representative from the Review Committee will present the results of the hearing to the Board. **The property owner will then be notified via registered mail of the decision and demand for payment of a fine, if one is imposed. Note: If the Review Committee, by majority vote, does not uphold the proposed fine, it may not be imposed.**

The responsibilities and procedures for the Review Committee are detailed in Bylaws (page 1440) Article XI and may be amended from time to time. Bylaws (page 1440)_Article XI: Enforcement; was amended through the Fourth Amendment to the Bylaws, Adopted November 18, 2016. The amended Bylaws can be found in the R&Rs Section VII: Protective Covenants.

The procedure referenced above is enforceable only as it relates to infractions of the C&Rs and/or the R&Rs that fall under the authority of the ARC as set forth in the C&Rs (page 1397) Article VI. All other fines are enforceable under the R&Rs Section IV.F of these R&Rs.

Please see R&Rs Section VII for specific individual restrictions on what Homeowners can/cannot do. The following is a summary of ARC guidelines that cover multiple areas:

Setbacks and Easements:

Permanent structures, must comply with setback limitations which are measured from surveyor's pins driven into the ground on your lot lines. If you cannot locate them, you will have to obtain a revised survey. On street side lines, these pins will be at the end of the right-of-way which is generally 10 to 15 feet in from the curb. Although owners are responsible for maintaining the grass in these rights-of-ways, the county does not allow any building on them or the planting of anything but small shrubs that do not block traffic views. Setbacks shown below are for the "wall", an overhang of up to 3.5 feet is allowed into these restrictions. Building setbacks are as follows in C&Rs (page1416) Article II, Section 1 3.2:

Front yard - 30 feet from lot line

Rear yard - 20% of the depth of the lot, but not less than 20 feet. Some square corner lots, with homes on each side, measure from the point where the two sides meet in the rear. (10 feet for Accessory Uses Structures but not in the easement)

Side yard - 20 feet combined, with a minimum of 8 feet on any one side and 30 feet back from any street lot line (8 feet for Accessory Uses Structures but not in the easement).

Temporary Structures:

No temporary structure other than those considered Accessory Uses Structures per the Fourth Amendment to the C&Rs is to be placed on any lot and used as a residence, excepting only trailers belonging to licensed building contractors which are allowed to remain on a lot during construction of the lot owner's residence. All other structures that cannot easily be moved, and/or are anchored to the ground are considered "permanent" and will be treated on an individual basis

****Displaying the American Flag:**

A homeowner may erect one freestanding flagpole no more than 20 feet high on a single lot. Any homeowner may display in a respectful manner two (2) portable, removable flags, not larger than 4 and 1/2 feet by 6 feet. ***Refer to Florida Statute 720.304(2)(a) for the approved flags to fly from a freestanding flagpole. There are at least 17 approved flags.* In addition to or instead of a freestanding flagpole, a homeowner may mount a single flag-holding bracket to their house or any other stationary object on their property and hang a single, respectful flag of their choice (**excluding political flags**). If it is the American Flag, it should be in good condition and is always the highest flag flying. ARC approval is not required for flag-related matters.

Homeowner's Landscape Choice

Florida Statute 720.3075(4) (b) permits Xeriscape or Florida Friendly landscaping on a homeowner's own lot. The ARC will take this into consideration in approving new or revised landscaping requests.

B. Landscape/Pond Committee (LPC)

The general duties of this committee are the maintenance of the rights-of-ways, the common owned land, and the associated systems and structures that belong to the HOA. The committee consists of no more than nine (9) persons, all of whom shall be members of the HOA. Decisions will be made by a majority vote of the LPC. Typical responsibilities are:

- obtain and evaluate bids for work as required by these R&Rs
- make recommendations to the Board for bid selection of related contractors
- submit reserve and annual maintenance expenses to the Budget Committee
- monitor all contracted work to assure compliance with the bid specification
- approve for payment all LPC bills, designating the budget line item to be charged
- make decisions regarding the planting of annuals and the replacement of shrubs
- make the decision regarding the spreading of mulch
- approve all major changes and repairs of the irrigation system
- decide the time that periodic maintenance should occur such as: painting, pressure cleaning, wall repair and storm water management areas
- decide when the periodic replacement should occur for items such as signs, lighting, etc.
- assure the lighting systems are operating and when replacement is needed
- schedule maintenance, such as feeding and pruning of existing trees and shrubs
- homeowner requests will be brought to the LPC and decided by a majority vote of the LPC

The LPC is second only to the ARC in its impact on lot/homeowners. For this reason extensive detail is provided on what and how the landscaping is maintained by this committee in R&Rs Section VIII which will describe in detail the land, water, structures, and systems responsibilities of this committee and how they should be maintained. **Homeowners are encouraged to advise the committee when major deviations to these guidelines are occurring.**

C. Community Relations Committee (CRC)

This committee was established by the Board to welcome new lot/homeowners and to be a resource for them, making sure that they have received the documents of our organization as well as information regarding life in Volusia County. They also gather information to update the database for Halifax Plantation Phase 1, introduce the homeowners to our website (halifaxplantationphase1hoa.com), and guide them to getting the Rules & Regulations if they have not received them. They may spearhead community projects that benefit all residents.

D. Budget Committee

The Budget Committee per the Second Amendment to the Bylaws dated May 17, 2016 revised Bylaws (page 1438) Article VIII Section 8(d) "at the discretion of and with the approval of the Board of Directors *may* cause an annual audit at the completion of each fiscal year.... The treasurer is a member of this committee which shall consist of as many members as the Board of Directors deems appropriate. The Association's property manager (if there is one) shall assist in the formation of the budget. The following are guidelines set down by this committee:

Contracts: All services in excess of \$500 will require:

- a documented specification for the service.
- at least (2) bids on that specification by licensed professionals.
- evaluation and award of the bids by the Board of Directors.

Bids for services in excess of \$500 will not be accepted or awarded to anyone who is a member of the Board of Directors of the HOA. The Board may disregard the \$500 multi-bid requirement when "professional services" are involved to an extent that price is not the primary consideration in selection (such as in the case of an attorney, architect, etc.)

Budgets

Annual budgets will be developed by the Budget Committee and recommended to the Board of Directors. The process will include a specific board meeting where all HOA members, after being informed of the proposed budget, will have the opportunity to understand and voice an opinion on the budget before the final budget is approved by the Board. Expenses not budgeted must be approved by the Board prior to incurring the expense. The contingency budgeted item is the primary source of funding for an unbudgeted expense other than a special assessment. The rationale for all budget items will be documented. It will specifically state the use of the funds and how the budgeted amount was estimated.

Operating and Reserve Fund Assessments

The Operating and Reserve Fund Assessments for the Association are currently maintained at \$43.33 per month, \$130 per quarter or \$520 annually per lot for a total Annual Association Fund of \$155,480.

Reserve Items

Reserve Fund Items costs are those that will occur apart from the annually budgeted expenses. Funds will be set aside annually to cover these expenses when they occur. Each reserve item in the budget will have a documented rationale for the expense that will contain the following information:

- all repairs or replacements that will cause an expense
- the approximate life of repair or replacement
- the indicators that will cause the repair or replacement
- the cost for the action

This information will be updated at the anticipated end of the item's life expectancy. The Board of Directors, at its discretion, may fund the entire Reserve Account from available funds or amortize the Reserve Account annually as per the following example:

e.g.: The calculation for the Annual Reserve Account budgeted amount is: Estimated cost + (plus) inflation – (minus) the amount remaining in the reserve / (divided) by the remaining number of years of life expectancy.

EXAMPLE: Assume an item cost \$2,000 to replace and the life is 5 years. The initial budget would contain an item for \$400. The next year's budget would assume the \$2,000 cost would increase with the inflation rate of, for example, 3% to \$2,060. Since there are 4 years left and \$400 in the reserve, the next year's budgeted amount would be \$415. This would continue for 5 years. If at the end of 5 years the reserve has not been expended, a new cost estimate will be obtained and the budgeted amount would cover the increase.

If a reserve item is expended prior to the life expectancy and the reserve fund is depleted, the difference will be expended from the working capital, after the Board's approval.

Board Member Expenses: The volunteer position on the Board of Directors may incur some incidental personal expenses. Normally a board member will not be reimbursed for these expenses (except for actual items such as printing, postage, etc.) for work done on behalf of the Board. In the event an unusual expense will be incurred, approval by the majority of the board members is required prior to incurring the expense. Documentation of expenses is required for a reimbursement.

E. Elections Committee

The responsibilities of this committee are detailed in Bylaws (page 1440) Article X, Section 1(d), and Bylaws (page 1436) Article VII Sections 5 and 6(a). The committee will assure the "voter designation" list is current and all votes are verified by this list. The Elections Committee will oversee a nominating function for the three (3) or more board positions that become vacant each year. This committee will select a ballot counting team at the annual meeting and announce the results. Clerical functions related to printing and mailing of ballots will be done by the management company, under the supervision of this committee. By the Second Amendment of the Bylaws dated September 23, 2016, - "The Secretary of the Board shall be a member of the Elections Committee with responsibility for compliance with this subdivision" and " is authorized to delegate detail activities to a Board Approved Management Company."

F. Review Committee

The responsibilities and procedures for the Review Committee are detailed in Bylaws (Page 1440 through 1446) Article XI, Section 1a. and was amended through the Fourth Amendment to the Bylaws, (page 1440) Adopted November 18, 2016. The amended Bylaws can be found in these R&Rs SECTION VII: Protective Covenants, P. and Q.

V: Association Meetings

Florida Statutes 720.306 (10) provides for the taping of the Association meetings. Any member may audio or video tape any board or annual meeting. Homeowners wishing to audio or video tape any meeting must notify the management company by certified letter 7 days in advance of that specific meeting. The Board may adopt reasonable rules for the taping of meetings. Any taping deemed by the Board to be disruptive to the meeting will be terminated and related equipment required to be removed.

A. Monthly Board Meetings

The Board of Directors normally meets once a month on the 3rd Tuesday at times posted on the signs placed at the entrances. All lot/home owners are encouraged to attend. You will be notified of the location, virtual or physical, prior to the meeting. Signage announcing the meetings will be displayed at the Acoma and Pecos Entrances. Minutes of the previous meeting will be posted on the bulletin boards located at the Dakota Circle and Pecos Drive entrances. Prospective meeting dates for the year will be listed on the Association website (halifaxplantationphase1hoa.com) and posted on the above-mentioned bulletin boards.

B. Architecture Review Committee Meetings (ARC)

Unless the committee is reviewing building plans, all ARC business will be conducted via email until further notice. If you require additional information regarding the application process you can contact the ARC chairman via email or phone. Contact information is on the website and the bulletin board.

C. Landscape/Pond Committee Meetings (LPC)

The LPC usually meets the first Thursday of each month, or as needed. You will be notified of the location, virtual or physical, prior to the meeting. Prospective meeting dates for the year will be listed on the Association website and posted on the Dakota Circle and Pecos Drive entrance bulletin boards. (Check these locations for current time and place of meetings.) All LPC meetings are open to all homeowners. Unscheduled meetings require 48 hours notification posted to Pecos Drive and Dakota Circle bulletin board.

D. Annual Membership Meeting and Election of the Board

C&Rs (page 1407) Article VIII, Section 8.8 as amended in July 2002 sets this meeting in the first two weeks of each January. Specifically, it provides that:

"The annual meeting of the Association shall be held within the first two weeks of January of each year at such time and place within Volusia County as may be designated by the Board. The date of the annual meeting may be changed by vote of the Association at any annual or special meeting..."

You will be notified of the specific date, time, and the location (usually the Halifax Plantation Clubhouse) where the meeting will be held. During this meeting three (3) or more new board members will be elected. All lot owners are members of the Association and are entitled to one vote for each lot owned.

The right of a member to vote is automatically suspended during the period when any assessment against any lot owned by the member is delinquent and unpaid. Election of directors shall take place in accordance with the Bylaws at the annual meeting of the members. The directors shall elect the officers of the Association at the Board of Directors first regular meeting

E. Special Membership Meeting

On rare occasions the Board may find it necessary to call a "special" meeting of the Association. C&Rs (page 1407) Article VIII, Section 8.8 allows for this also in the following language:

*"...Special meetings of the Association may be called by the Board at any time or **must** be called by the Board upon presentation of a petition signed by the owners of twenty-five (25) lots. Written notice of meetings specifying the date, time and place shall be given to each lot owner not less than ten (10) nor more than thirty (30) days prior the meeting."*

F. Communications

In an effort to provide current information, the Board has developed a website (halifaxplantationphase1hoa.com) and will frequently update information there. The website also contains the C&Rs and the Bylaws of our organization, these R&Rs, a listing of the members of the Board of Directors, and committee compositions. Planned board meetings for each year will also be posted on the bulletin boards at the Dakota Circle and Pecos Drive entrances as well as on the website. Florida Statute 720.303 (c)(1) "Association may provide notice of electronic transmission. A member must consent **in writing** to receiving notice by electronic transmission." Florida Statute 720.303(2)(1) Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of the meeting, except in an emergency.

VI: Assessments and Other Financial Matters

A. Annual Assessments

C&Rs (page 1392) Article V, Sections 5.2 and 5.3 deals with the Association's right to levy an annual assessment to each lot/homeowner. In summary, the Association's annual assessments are handled as follows:

- Presently the Association assessments are set at \$520.00 a year, payable in monthly installments of \$43.33 or quarterly installments of \$130.00. (at present, the suggestion of the Association is to pay quarterly)
- The Board, by a 2/3 vote has the right to fix, establish and levy the amount of the annual assessments. If there is a change from the prior year, lot/homeowners must be notified of such by December 1st of the prior year. If no change is made, the existing assessments structure remains in place for the following year.
- Assessments must be the same for all lots.
- Assessments can be paid with a credit card, automatic bill pay, or by check mailed to the office of the Management Company. Any remaining balance can be due if payments are delinquent.
- All notices concerning assessments are sent to the best address on record with the Association. New purchasers have an obligation to notify the management company of the address to which they want official business sent.
- Assessments may be paid as many months ahead (for that year) as desired.

B. Delinquent Assessments**

C&Rs (page 1395) Article V, Section 5.8 allows the Association to collect a 12% per annum late fee on all assessments not paid on or before the first of the month due. In addition, Bylaws (page 1435) Article VII, Section 3 (q) states, the Board of Directors is responsible to accelerate the payment of any assessment for the balance of the Association's fiscal year and declare the entire balance immediately due and payable in full if any installment remains unpaid thirty (30) days after the installment is due. The management company mails notices of delinquent assessments, however lack of receipt of such a notice does not affect the lot/homeowner's liability for late payment. The Board encourages all owners to make quarterly assessment payments in advance in order to avoid annual assessments' acceleration.

The Notice and Payment Schedule Approved by the Board is as follows: **

1. First Friendly Reminder Notice sent 15 days after Assessment due date (Jan 1) – no interest charged for current month's Assessment i.e. 15 days after January 1 is January 16.
2. Second Reminder Notice sent 45 days after Assessment due date (Jan 1) – Interest charged from due date of Assessment i.e. 45 days after January 1 is February 15.
3. Third Friendly Reminder Notice sent 75 days after Assessment due date (Jan 1) – Interest charged from due date of Assessment i.e. 75 days after January 1 is March 17.
4. Notice of Late Assessment (**NOLA**) sent 105 days after Assessment is due. Jan 1 is due date plus 105 days is April 16. **AT THIS TIME THE ENTIRE YEAR'S ASSESSMENTS PLUS INTEREST PLUS NOLA FINE OF \$25 ARE DUE AND PAYABLE.**
5. Intent to Lien letter (**ITL**) sent 140 days after Assessment due date. Jan 1 due date plus 140 days is May 21.
6. Lien procedures will begin automatically 50 days after the Intent to Lien letter's date of preparation, continuing the current procedure. (Jan 1 is due date plus 190 days is July 10.)

C. One-Time Special Assessment

The Bylaws give the Board broad discretion in expending the monies collected through annual assessments so long as the Board believes they "...exercise their powers...with a view to advancing the interests of the Association." Bylaws (page 1435) Article VII, Section 3(v) and that, in the Board's opinion, the expense will "...promote the...welfare of the owners..." Bylaws (page 1431) Article IV. In addition, C&Rs (page 1394) Article V, Section 5.4 gives the Board the right within the year to levy a *Special Assessment for the purpose of repairing or replacing a capital improvement upon a common area. Such Special Assessments must be approved by a 2/3 vote of the general membership (in person or by proxy) at a special membership meeting called for the purpose of approving the Special Assessment.*

D. Special Assessments for Covenant Violations **

C&Rs (page 1394) Article V, Section 5.4 allows the Association to collect a "Special Assessment" from any lot/home- owner who "... fails to perform any repairs, maintenance, upkeep or other duty..." required in the C&Rs, the Bylaws, or these R&Rs. Before these assessments can be made, the owner must be given written notice and allowed 10 days for corrective action. The Association has the right to enter, or have an agent enter, upon the offending lot and remove the infraction. The owner will be charged the cost of compliance plus a 10% handling fee.

Recommended Fine Schedule**

- Items without an ARC pre-approval (tree removal, new roof, major changes to the exterior etc.) are subject to a maximum fine of \$1500.00
- Driveway and roof violations will be fined \$25.00 per day to a maximum of \$1500.00.
- Parking on the grass will be fined \$50.00 per day to a maximum of \$1500.00
- Other violations regarding trash cans and yard waste will be fined \$25.00 per day to a maximum of \$1500.00.

This is independent of any punitive fines (see D above) that the Board may impose for willfully ignoring the C&Rs, the Bylaws or these R&Rs.) ***All fines are limited to \$100.00 per day and a maximum fine of \$1500.00.***

E. Associations Right to Lien Your Lot/Home

When you purchased your lot and/or home in Halifax Plantation Phase I, you also purchased an interest in the Association and the C&Rs. The Board cannot legally choose to ignore enforcement of them as expressed in these R&Rs. See Section VI, C or D for the procedure the board will use to recover unpaid fines that may be levied against your property for ignoring these C&Rs and R&Rs. Liens may be levied against a property for non-payment of assessments, fines of over \$1000 or special assessments. The Fourth Amendment to the C&Rs dated July 15, 2002 Article V Section 5.14 has been revised in its entirety by the Amendment to the Declaration of Covenants and Restrictions Halifax Plantation, Phase I and Notice of Provisions of Halifax Plantation Phase I Homeowner's Association, Inc. dated 3rd day of October, 2019. C&Rs (page 1398) Article V, Section 5.14 Procedure for Filing Claim of Lien, Etc. Please refer to this amendment for all updated lien information.

VII: Protective Covenants – What You Can & Cannot Do

Also see R&Rs Section IV: A, for additional information on any item that may require Architecture Review Committee approval.

A. Rights to Common Areas

The common areas are described in detail under R&Rs Section IV: B (LPC). All lot/homeowners have a right to go upon these areas so long as they do not damage them by making paths, etc. No animal droppings may be left and anyone deemed a nuisance by the Board may be forbidden to use these areas. The pond specifically has a walking path around it for homeowner's enjoyment. No lot/homeowner may encroach upon a common area by making it appear part of their yard (mowing, planting etc.) nor may any structures of any kind be placed there on either a permanent or temporary basis

B. Vacant Lots

All vacant lots are to be maintained in their natural state until building plans are approved. The lots are not to have trees removed, be mowed, driven upon, or in any way have their natural growth altered. There will be no dumping of trash or yard waste or storage of any type on the vacant lots.

C. Building or Modifying Your House – Setbacks and Lot Coverage

Any building or modification of a home, including painting, must have ARC approval **prior** to beginning any lot clearing or commencing work of any kind. ARC approval will not be granted for construction of any residence that is to have less than 2,000 square feet of air-conditioned living space. Homes may not be over 35 feet high, nor cover more than 35% of the lot (when added to any outbuildings). The ARC will take into account excessive amounts of driveway when structure(s) approach 35% of lot coverage. An overhang of up to 3.5 feet may protrude into the setback.

Setback Requirements

- **Front yard** - 30 feet from lot line
- **Rear yard** - 20% of the lot depth, but not less than 20 feet. (10 feet for Accessory Uses Structures).
Some square corner lots, with homes on each side, measure from the point where the two sides meet in the rear.
- **Side yard** - 20 feet combined, with a minimum of 8 feet on any one side and 30 feet back from any street lot line (8 feet for Accessory Uses Structures but not in the easement).

Homes and or modifications will be evaluated in context with other homes in the Association. Garages associated with new construction or modifications to existing homes that exceed the 2 or 3 garage standard established by the ARC, will only be approved if the plans are determined to be harmonious and compatible with neighboring homes and the community at large.

If what you wish to do is unusual, you should discuss it with the ARC prior to investing substantial resources. Exterior modifications, including all exterior painting, must also have ARC approval.

D. Outbuildings and Accessory Uses Structures**

The Fourth Amendment to the C&Rs dated July 15, 2002 amended Exhibit C (page 1414) Section 1.0, subsection 1.1(1.1.1) for "Permitted Principal Uses and Structures" to read:

EXHIBIT C: Permitted Principal Uses and Structures: 1.1.1. "Single-family detached dwelling units with customary accessory uses including swimming pools, detached garages, bath and dressing facilities, recreational and play areas, yard maintenance storage, etc. Regardless of the Protective Covenants Section 7.23, "any building or structure, other than the dwelling unit and structures attached directly thereto, located on a lot shall be considered an "outbuilding". No outbuilding shall exceed 400 square feet in area and only one outbuilding per lot shall be permitted, based on plans and specifications approved by the ACC (ARC) prior to commencing construction. The outbuilding must be constructed in the same style as the dwelling unit, be permanent in nature, and be affixed to a permanent foundation which complies with all standards required for the dwelling unit. All outbuildings shall comply with all applicable ordinances, restrictions, and requirements imposed by Volusia County. **Metal, plastic, or prefabricated outbuildings of any type or size are absolutely prohibited.**

The ACC (ARC), in approving such structures (called Accessory Uses Buildings or Structures by Volusia County), will require compliance with county setback limitations, the building's compatibility with the surrounding area, and meet the requirements of C&R (page 1419) Exhibit C. Section 2.2.2.

Front Yard: 30 feet

Rear Yard: 20% of the depth of the lot, but not less than 20 feet. Some square lots with homes on each side measured from the point where the two side meet in the rear. (10 feet for Accessory Uses Structures)

Side Yard: Interior lot – 20 Feet combined, minimum of 8 feet on any one side or 30 feet back from any street lot line (8 feet for Accessory Uses Structures but not in the easement).

V.C. Zoning Ordinance Section 72-277 requires a minimum 5 foot setback from side and rear lot lines. However, setbacks for our subdivision are 10 feet from the rear lot line and 8 feet from either side lot line.

A roof overhang of 3.5 feet into easement space is allowed. No Accessory Uses Structure except a detached garage may be erected forward of the rear edge of the house. If any trees are to be removed, compliance with the applicable restrictions noted below must be followed (see R&R Section VII: K)

E. Erecting a Fence

Fences require a county building permit and property survey not more than 5 years old. You may erect a fence on your property by submitting Form 1000 for the ARC approval and complying with Section 72-282 of the V.C. Zoning Ordinance. Materials allowed are heavy weight treated wood, masonry, vinyl (complimentary to the home in color and design), or decorator metal. Chain link may be allowed as an exception. Fences must be placed on your side of the lot line. Fences in the front yard can be a maximum of four (4) feet in height. Six-foot fences are only permitted to the rear of the home (allowed to within 6 feet of the leading edge of the home). Any fencing forward of this 6-foot distance from the leading edge of the house can be no greater than 4 feet high. Fences across the front of properties must be open and of a design that is a compliment to the design of the home. Fences must be, in the judgment of the ARC, harmonious and compatible to the community. Volusia County forbids placing fences on street rights-of-ways (typically it extends 10 to 15 feet up from the curb). A front fence may not block the view of traffic. **VC 72.282(6) forbids the use of barbwire or electric fences in our subdivision.**

F. Other Permanent and Non-permanent Structure (Play Equipment and Storm Shutters)

All other structures that cannot easily be moved, and/or are anchored to the ground are considered "permanent" and will be treated on an individual basis by the ARC. These should never be built without prior approval; as a rule, structures built without approval will have to be removed pending review for ARC approval. Temporary gym sets, play houses, removable basketball nets, (not in cement) that are professionally constructed do not require ARC pre-approval but may be subject to removal at the discretion of the ARC.

Storm/hurricane shutters require ARC pre-approval just to maintain the integrity of the community.

G. Vehicles & Boats, Repair, Parking, etc.**

C&Rs (page 1401) Article VII, Section 7.4, 7.5, and 7.6 restrict what you may park where and what repair work you may do outside of your garage.

2nd AMENDMENT to the C&Rs (page 1912) dated February 15th, 1989 amended Section 7.4 Parking. It was later determined that this was a Scrivener's Error, since Section 7.4 is Motorized Vehicles.

****5th AMENDMENT to the C&Rs (page 1385) dated October 9th, 2023 amended the above Scrivener's Error by striking out the 4 and adding the following: **Notwithstanding anything to the contrary contained in this existing section, campers, boats, boat trailers, motor homes, recreational travel trailers, and utility trailers (excluding commercial use trailers) may be parked in the respective owner's driveway once per week for up to thirty-six (36) consecutive hours to allow clean-up, loading, and unloading.** (For the complete amendment, see pages 35-36 in these R&Rs)****

A summary of some of the key restrictions are:

- No trucks or commercial vehicles (except during the period of approved construction) are permitted to be parked or stored at any place on the lots or common areas. No vehicles are to be parked on lawns or on streets overnight. (V.C. Code 72.287(b)(3))
- However, commercial cars and light trucks that are used for personal transportation by the lot owner may be parked in the lot owner's garage or driveway.
- Trucks, commercial vehicles, motor homes, recreational vehicles, boats and water craft of any description, boat trailers and trailers of every other description, etc. are to be stored in garages only and **not be parked on the streets, on driveways, or on lots.**
- Vehicles remaining outside of a garage must be moved every 48 hours, that is they cannot be parked and not operated. (Second Amendment to C&R's, book 3263, page 1912)
- Commercial vehicles may be parked on the streets or driveways, temporarily, for the performance of commercial services such as pick-up, delivery, and home repairs.
- You may never, even temporarily, park, or allow a guest to park, on common areas or on the grass of vacant lots anywhere in the Association, regardless of owner's permission that may have been granted to you.
- All motor vehicles are to be driven only on paved streets, and are to be maintained in proper condition to avoid creating nuisances due to noise or exhaust emissions. Adults or children are not allowed to operate unlicensed vehicles (such as ATV's, scooters and golf carts) on any Association street.
- Vehicles that are immobile for a period in excess of 48 hours or inoperative, wrecked, partially dismantled or otherwise mechanically incapable of being operated in their present condition, or are without current state license tags are prohibited other than in a completely enclosed garage. Following Notice and Hearing, the Association may cause the removal of such vehicle, at Lot Owner's expense.
- No motor vehicle, camper, motor home, boat or water craft of every other description, boat trailer, or trailers of every other description is to be stored, restored or repaired outside the lot owner's garage (except for emergency repairs).

Homeowners having a specific problem with any aspect of these rules should contact the property manager for guidance.

Florida Statute Section 720.3045 states that an Association may not restrict parcel owners or their tenants from installing, displaying, or storing any items on a parcel which are not visible from the street or an adjacent parcel, including but not limited to artificial turf, boats, flags and recreational vehicles.

H. Animals

Only household pets (dogs and cats) are allowed and must be restrained or controlled at all times when outdoors. All such animals shall be leashed and prohibited from roaming at large beyond the confines of their owner's property. All owners are required to clean up after their pets, especially when walking them within the Association. No animals other than household pets may be kept, and no animals may be bred or maintained for commercial purposes.

I. Signs, Temporary Signs, Security Signs**, Contractor Signs**, Political Signs, Holiday Decorations**, Exterior Decorative Objects**

Signs - No signs, except "For Sale", "For Lease", "For Rent", developer's "new owner" signs, signs incidental to construction, or "Yard Sale" signs may be displayed without written ARC approval. All "For Sale/Lease/Rent" signs, posted on lots shall use designs and colors approved by the ARC. There shall not be more than one sign on any lot. Signs shall not be posted on trees. "For Sale" signs temporarily affixed to a daily operating vehicle will be allowed for the sale of said vehicle. All signs displayed on lots must meet the ARC approved sign specifications. No signs may be displayed on common areas (islands, entrances, easement areas, or green belts). C&Rs (page 1402) Article VII, Section 7.11 Signs: No signs of any type shall be displayed to public view on the property or any portion thereof except those conforming to the sign regulations adopted by the ARC"

Temporary Signs - No temporary signs announcing open houses, yard sales, garage sales, or any other temporary or permanent activity are to be placed at the immediate entrance to the community. All signs of this type must be placed 25 yards from the center of the island located between the ingress and egress to the community at the Acoma North, Acoma West, and the Pecos entrances. All temporary signs, regardless of type, must be removed when the announced activity has ceased

****Security Signs (Alarm Company Signs)** - One sign, no larger than 12" x 12", may be placed in the front yard of your property.

Political Signs - All political signs (including, but not limited to banners, signs, and flags) are prohibited effective January 1st, 2021. Political signs shall refer to any sign advertising a candidate or urging a particular vote on an issue decided by ballot.

****Contractor Signs** - No more than one temporary contractor sign and/or subcontractor sign, may be placed on a lot during the period of construction. This sign shall not be any greater in size than 24" X 24" and **must** be removed when construction/project is completed.

****Holiday Decorations** - Holiday Decorations shall not be displayed more than 45 days before or 15 days after the holiday has occurred.

****Exterior Decorative Objects** - An application for approval must be submitted to and reviewed by the Architectural Review Committee prior to the installation or erection of any oversized (4' or higher) exterior decorative objects, natural and man-made. Oversized decorative objects are defined as any landscape ornamentation exceeding 4' in height and includes but not limited to, such items as sculptures, fountains, driftwood, freestanding poles of any type. Oversized decorative objects will be considered based on their size, color, scale, location, compatibility with the architectural and environmental design. Exterior Decorative objects exceeding 4' in height placed or installed prior to the mailing of this rule are granted approval to remain as long as the object(s) remain in good condition and repair. Smaller exterior decorative objects do not require a prior approval to be submitted to the Architectural Review Committee but must remain in good condition and repair. Garden flags using poles that do not exceed 36" in height, and 24" in width do not require prior approval providing the pole and flag remain in good condition and repair.

J. Antennas and Satellite Dishes

The only type of exterior antenna permitted, without an approval of the ARC, is a commercial 37-inch (or smaller) satellite dish so long as they are installed in compliance with the Federal Telecommunication Act of 1996 (which prohibits installation in front yards), 5 feet away from side lot lines, and 8 feet from a rear yard line. In no case may they be installed in an easement.

K. Tree Removal

Any major removal of existing landscaping requires ARC pre-approval as does any major addition of landscaping (this excludes trimming). Homeowners must receive the approval of the ARC prior to the removal of any tree (dead or alive) that is greater than 3 ½ inches in diameter (measured 4 feet above the ground). Fallen trees can be removed without ARC approval. When evaluating the removal of trees, the ARC will generally approve the following, however, ARC approval is still required:

- Pine and palm trees
- Dead and dying trees
- Trees proven to be diseased
- Trees that are within 10 feet of the home
- Trees that are an inherent threat to the home
- Trees that are hindering the growth and shape of more healthy hardwood trees

Removing a tree without prior ARC approval will result in a recommendation to the Review Committee to uphold a fine of \$100.00 and require the homeowner to plant a new hardwood tree of 2" or greater in caliper. The replacement tree does not have to be in the same location as the tree that was removed. Failure to plant a new tree will result in additional ARC recommended fines. ARC has the responsibility to protect our historic trees and these applications will be reviewed closely to protect as many as possible.

L. Maintaining Your Property

Maintenance and upkeep requirements for property owners are covered in C&Rs (page 1404) Article VII, Section 7.22. Each lot owner is responsible for maintaining his or her residence and lot, and for preventing any unclean, unsightly, or unkempt conditions from developing which may tend to "decrease the beauty of the neighborhood." One of the most common violations is the allowing of an un-watered or un-kempt front yard, including lack of edging at the street. Homeowners are required to maintain a working irrigation system. All adjacent easements (your property to the street, on both sides if a corner lot) are the responsibility of the homeowner and must be maintained on an equal basis as the balance of the yard (sprinklers, sod, etc.). Form 1000 requires sod and sprinkler locations to be identified on the Landscape Plan. Lots under construction must keep trash contained on the property and grounds free of unsightly conditions. Owners of undeveloped lots will be contacted when trees present hazardous conditions.

M. Creating a Nuisance

Obnoxious and offensive activity is covered in the C&Rs (page 1405) Article VII, Section 7.26. No lot owner may do or keep anything on his or her lot:

- which constitutes a nuisance under Florida Law
- which obstructs or interferes with the rights of other lot owners to peaceably enjoy their property, for example, by creating unreasonable noises or odors or allowing barking dogs which is illegal under Florida or Federal law.

N. Garbage and Yard Waste

Garbage deposited outside for collection shall be placed in the containers provided by the county and placed next to your curb, 3 feet from other objects. In addition, you may have a plastic bag if needed. All lot owners shall be responsible for **promptly** removing and properly disposing of any and all items of their garbage which may be spilled onto their lot, adjoining lots or the adjacent streets as a result of cans being tipped over. **Garbage containers are not to be put out any sooner than the day before pick-up and brought in by end of pick-up day.** *Garbage containers, when stored on property, are to be concealed from view of the road.*

All yard waste is to be placed on the owner's property **at the street no sooner than the day before pickup, or on the day of pick up.** No yard waste is to be put on other lots, vacant lots, on right of ways, **storm drains** or on Association property. The storm drains in our community are critical to our drainage system and need to be kept clear of yard waste. In addition to the debris that can clog the drainage system, fertilizers and insecticides are detrimental to the ecosystem of our ponds. Volusia County contractor will not pick up yard waste from common areas. Palm fronds and limbs need to be neatly stacked (no need for bundles). Limbs may not exceed 4 feet in length or 1 foot in diameter and must weigh less than 60 pounds. Homeowners who do not comply with Volusia County contractor's regulations, and have waste left over 4 days, could have such waste removed by the Association at the homeowner's expense. *Yard waste, including but not limited to, trash cans, plastic bags, and pile(s) of yard debris are to be concealed from the view of road prior to the day before pick up.*

O. Renting or Leasing Your Home

The Amendment to the Declaration of Covenants and Restrictions dated 22 of March 2018 creates Section 7.28 to state: "Before leasing a Dwelling Unit, an owner must notify the Association by supplying a copy of the proposed lease agreement between the Owner and proposed tenant. All leases of Dwelling Units shall be in writing. No subletting of Dwelling Units is permitted. No individual rooms may be rented. No owner may rent or lease their Dwelling Unit for a term of less than twelve (12) consecutive months and no Dwelling Unit may be rented or leased for more than one (1) time within a calendar year. All tenants, guests and invitees shall be bound by all of the terms and conditions of the Association's governing documents. Owners shall be jointly and severally liable for fines imposed against tenant's guests and invitees or violations of the Association's governing documents.

Leasing/rental restrictions are covered in C&Rs (page 1391) Article IV, Section 4.4.: In the event the Dwelling Unit is leased or rented, however, the owner retains the right to vote and is prohibited from transferring the right to vote to the tenant "For lease" or "For Rent" signs may not be displayed unless they have been preapproved by the ARC (see R&Rs Section VII: I).

P. How can you complain of an Infraction

Informally, you may call, email or write the management company and describe the problem. They will pass the problem on to the Board or committee with authority to handle the problem (usually by email the same day.) If the problem is not resolved to your satisfaction, you may revert to the formal enforcement procedures contained in the Fourth Amendment to the Bylaws (page 1440), ARTICLE XI, Enforcement.

Any lot/homeowner may enforce the C&Rs, Bylaws, or the R&Rs by submitting a formal complaint. The procedure is very technical and you should refer to the Fourth Amendment to the Bylaws (page 1440) adopted November 18, 2016... All complaints regarding violations of the C&Rs, the Bylaws, or these R&Rs must be made in writing and must be signed by an Association member. The complaint shall identify the lot and the lot owner, and shall include a concise statement of the violation.

After notice has been given to the lot owner, there will be a period of 10 days during which the lot owner may cure the violation by complying, or they may seek to defend their action on the grounds that the alleged violation is false, or that the lot owner's activities are not in violation. The Review Committee (see Section IV: F above) is the adjudicator of such disputes.

Q. How Does Your Association Enforce Compliance

The Board attempts to balance common sense with the need to enforce the rules. Possible violators are assumed innocent until shown guilty, or they choose to ignore the Association's governing documents. The policy and procedure for enforcing compliance is found in the Fourth Amendment to the Bylaws (page 1440), Article XI as follows on pages 26-28.

Intentionally Left Blank

ARTICLE XI
ENFORCEMENT

Section 1. Fines and Suspensions. As permitted by Section 720.305 of the Florida Statutes, the Association may levy reasonable fines or suspend the rights to use common areas and facilities for the failure of a member or a member's tenant, guest, invitee, or other occupant to comply with the provisions of the Association's Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations ("Governing Documents"). The procedure for imposing such fines or suspensions are as follows:

a. The member or the member's tenant, guest, invitee, or other occupant against whom the fine or suspension is sought to be levied ("Violating Party") shall be afforded an opportunity for a hearing before a committee consisting of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee ("Review Committee").

b. Upon discovery of a violation, the Violating Party will be sent a written courtesy notice describing the nature of the violation and the timeframe for compliance. The courtesy notice shall also include notice that a fine or suspension, or both, may be imposed if the violation continues after the deadline for correcting the violation. If the circumstances of the violation are such that immediate compliance and remedial action are necessary, then the notice shall so provide.

c. If a violation remains after the deadline provided in the courtesy notice, or if the nature of the violation is not able to be deemed continuing but a substantially similar violation occurs after the courtesy notice has been sent, the Board of Directors shall make a determination on whether to impose a fine or suspension upon the Violating Party. Alternatively, the Board of Directors, at its discretion, may authorize an individual to recognize violations, impose fines and suspensions, and provide the requisite notices to a Violating Party for violations of the Association's Governing Documents ("Enforcement Authority"). The Enforcement Authority shall be appointed by a majority vote of the Board of Directors at a duly noticed meeting where a quorum is met. It is specifically contemplated that this shall be a delegation of the authority to impose a fine or suspension as set forth in Section 720.305(2) of the Florida Statutes.

d. Once a fine or suspension is imposed by the Board of Directors or the Enforcement Authority, a second written notice ("Hearing Notice") shall be sent to the Violating Party and shall:

- (1) Cite to the specific provision of the Governing Documents violated;

- (2) Advise that a fine or suspension, or both, has been imposed (in an amount not to exceed \$100.00 per day per violation) and provide the date, time, and location of the hearing before the Review Committee ("Hearing").
- (3) Be mailed or hand delivered to the Violating Party at least fourteen (14) days prior to the scheduled Hearing.

e. The courtesy notice and the Hearing Notice may be sent by a member of the Board of Directors, the Enforcement Authority (if applicable), or an agent of the Association, including but not limited to the Association's respective management company or attorney, after receiving direction to do so by the Board of Directors, and shall be sent via U.S. Mail or hand delivery to the address furnished by the Violating Party to the Association for the purposes of receiving correspondence from the Association. If no such address has been furnished, notice shall be deemed to be properly sent once placed in the mail and addressed to any location where the Violating Party may reasonably receive the notice given the information reasonably available to the party sending the notice; provided, however, that a Violating Party shall have no right to object to the adequacy of notice if that party fails to furnish an address to the Association.

f. A fine may be imposed for each day that a violation continues from and after the date of the Hearing Notice, even if the violation is corrected prior to the Hearing. No additional notices other than those specifically contemplated above shall be required to impose a fine each day for a continuing violation. However, the Review Committee may consider the fact that a violation has been corrected and may reject the imposition of a fine or suspension upon correction of the cited violation(s) and a good-faith showing by the Violating Party that he, she, or it will comply with the Governing Documents in the future.

g. At the commencement of the Hearing, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notices, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Violating Party appears at the Hearing.

h. At the Hearing, the Violating Party may provide testimony as to why the fine and/or suspension should not be confirmed. The Review Committee may ask questions of the Violating Party as part of the hearing process and may consider any reliable evidence presented by the Violating Party. The Board of Directors shall have the authority to adopt further documents including, but not limited to, procedures, guidelines, and reports for the Review Committee to use during the Hearing.

i. The determination of whether to confirm or reject a fine or suspension shall be decided by majority vote of the Review Committee. If a decision is not made during the Hearing, the Review Committee shall have ten (10) days (excluding holidays) after the Hearing to make a determination of whether to confirm or reject the fine or suspension, or both. It is specifically contemplated and authorized that the Review Committee may reduce, but may not increase, the amount of a proposed fine or duration of a proposed suspension imposed by the Board of Directors or Enforcement Authority. The Board of Directors shall not have the authority to impose a fine or suspension for a violation when the Review Committee rejects a fine or suspension; however, the Board shall have the discretion to vacate a fine or suspension after it has been confirmed by the Review Committee.

j. The decision of the Review Committee shall be provided to the Board of Directors or its agent, after which the Board of Directors or its agent shall:

- (1) If provided to the Board of Directors' agent, advise the Board of Directors of the Review Committee's determination as soon as practicable;
- (2) Provide written notice to the Violating Party regarding the decision of the Review Committee; and
- (3) Follow up with appropriate invoices, billing, and collection activity as then or subsequently may be appropriate.

k. A Violating Party who commits a violation within twelve (12) months following the date of a previous violation of a substantially similar nature shall not be entitled to a courtesy notice as set forth above. Rather, the Board of Directors, its agent, or the Enforcement Authority (if applicable), may immediately send a Hearing Notice to the Violating Party and that party may be subject to a fine or suspension commencing on the date that the Hearing Notice is placed in the mail or hand delivered.

Section 2. Fines Amounts and Liens. A member is jointly and severally liable with a violating tenant, guest, invitee, or any other occupant for any fines imposed as a result of a violation of the Governing Documents by any tenant, guest, invitee, or other occupant, and any suspension imposed shall apply to the member in addition to the Violating Party. A fine shall not exceed \$100.00 per day for each day that the violation continues and shall not exceed \$1,500.00 in the aggregate per violation. If a fine reaches or exceeds \$1,000.00 in the aggregate, it shall automatically become a special assessment against the lot owned by the member to whom the violation is attributable (irrespective of whether the violating conduct was committed by the member), after which the Association may record a claim of lien and institute foreclosure proceedings. All fines that become liens shall

VIII: Land, Water, Structures & Systems Responsibilities of Halifax Plantation Phase 1

The following section will describe in detail the land, water, structures and systems responsibilities of the HPP 1 community and how they should be maintained by the LPC. Homeowners are encouraged to advise the management company when major deviations to these guidelines are occurring.

Entrances In General - The 3 entrances are recognized as the “first impression” of the community and because of this they deserve more emphasis. This is accomplished by the planting of annuals and more attention to the type of shrubs. The St. Augustine grass is sprayed as needed for pests and fertilized. The shrubs and trees are trimmed regularly, fertilized and mulched. Irrigation for all entrances comes from deep wells. Reserve funds have been set up to cover the cost of replacing one pump every 5 years or as needed.

Pecos Entrance - The well and timer for the Pecos entrance is behind the long wall on the left, facing the entrance. It irrigates the areas to the small walls at each end of Section C along Old Kings Road, the islands, and the south side of Pecos along lots #294 and #295

Acoma West Entrance - The well and timer for the Acoma West entrance is behind the long wall on the left, facing the entrance. It irrigates the front of the entrance, the islands and a small portion of the right-of-way of lot #125 along Acoma Drive. The irrigation and maintenance of the remainder of the right-of-way belongs to the homeowner of lot #125. The last zone on this well was piped south along Old Kings Road, turns into the development between lot #133 and #134, under the road of Kenoa Circle to irrigate the trees and shrubs that were planted in this storm water retention area.

Acoma North Entrance (Also Known As the Old Dixie Highway Entrance) - The well for the Acoma north entrance is presently located on the west side of the entrance. It irrigates all the grass and shrubs at the entrance, the islands and along the west side of Acoma Drive, including the east and west sides of the FPL easement area. The timer is located on a pole near the well on Tract A, Pocket (Parcel 40) on the west side of Acoma Drive

Islands with Irrigation - There are 27 islands that are landscaped with grass trees and shrubs. These are irrigated by metered county water. They are controlled by battery operated timers at each island. The Association has replaced the old battery timers with controllers. A gradual replacement of these controllers with a more efficient controller will occur when these are no longer effective. The St. Augustine grass is fertilized and sprayed as needed for pests. The shrubs and trees are trimmed regularly, fertilized and mulched. There will be no planting of annuals in the islands. The current maintenance strategy is to maintain the current landscaping as long as it's cost effective. The long-term direction will be to replace them with drought tolerant plants, using native plants, wherever possible. The goal is to reduce the cost of metered water while maintaining attractive islands. **Please notify the management company if you see these island irrigation systems running during daylight hours.**

Rights-of-Way - There are maintenance considerations for the inter-street as well as areas on Old Dixie and Old Kings Highway. This is how they are maintained:

The Rights-of-Way streets within the development include:

- All the unbuilt lots
- Between the FP&L easement and lot #63 on Tano, adjacent to Bulow State Park
- Between lots #133 and #134—the west end of Kenoa Circle
- Between lots #109 and #110—access to the Pond off Acoma Drive
- Between lots #192 and #193—the south end of Dakota Circle
- Between lots #164 and #43—the Acoma/Cree Greenbelt corner

All these Rights-of-Way are mowed and kept free of trash by the HOA. The cost is included in the annual assessment. This presents a consistent pleasant appearance throughout the property. The Bahia grass they are seeded with is usually mowed a minimum of every two weeks from March 1 to November 30 and every four weeks during the remaining months depending on weather conditions. Spraying for pests and fertilizing is not conducted. **Note:** Some homeowners have left trash/yard waste on a right-of-way, refused to move it and have been fined. **Please respect your rights-of-way.**

Perimeters - The rights-of-way along the perimeter of the development adjacent to Old Dixie Highway and Old Kings Road are mowed by the county. Along this same perimeter is a natural buffer that lies between the county-mowed area and the back boundary of some lots. There also is an area between lots #118, #119, #120 and the Korona Canal. These areas will be left to grow in their natural state. There will be no maintenance scheduled. If a tree from this area were to fall into an adjacent lot, it will be removed by the HOA.

Korona Canal - There is a 150-foot right-of-way for the cross county Korona Canal which exists between Sections B and C in our development. It extends from Old Kings Road to Bulow State Park. This area will be left to grow in its natural state. There will be no maintenance scheduled by the HOA around the Korona Canal. The county has recently implemented landscaping here; this will be maintained by the county.

Green Belts - There are two (2) areas that are considered “green belts”.

The first one is defined as the area which starts between lots #163 and #43 on Acoma Drive (north of Cree Drive) and extends behind adjacent lots to Dakota Circle between lots #192 and #193. This area will be left to grow in its natural state. There will be no maintenance scheduled; however, if a tree from this area were to fall from into an adjacent lot, it will be removed by the HOA. *Note: Some homeowners have placed structures on green belts, refused to move them and have been fined. Please respect your green belts.*

The second green belt area is the land around the Section B Pond that is entered from Acoma Drive between lots #109 and #110 (across from Dakota Circle). This area will be maintained by our maintenance company as needed under the direction of the LPC. The quality of the water will be maintained by a professional company under contract to the Association.

Because of the unique nature of this green belt, we will attempt to maintain a balance between being a backyard feature to 15 homes, being part of our storm water management system and being a sanctuary for wild life of the area.

The body of water off Acoma Drive, which we refer to as “The Pond”, was originally a “borrow pit”. The current primary use is storage for storm water run-off from several streets in the area. This body of water and the land around it is deeded to the HOA who has the responsibility for its maintenance. The use and maintenance decisions for this land and water are influenced by the following:

- Stormwater retention is the primary function and consideration in use and maintenance. Decisions must be consistent with maintaining the integrity of the system.
- The homeowners adjoining this property originally paid premium prices for their property due to the water front view and expect protection of that value.
- The costs for this protection cannot be an unfair burden on other homeowners.
- The use of the area is for all residents.

Use of the Water - The pond water is runoff from streets and lawns and contains various contaminants from traffic and fertilizers and may be toxic at times. The primary purpose of the pond is to retain and filter the water so that toxic water will not flow into the Korona Canal and Bulow Creek. Retention permits deterioration of the toxic elements. There is no “flow through” of the water. The pond also is the home for several alligators. These are the considerations for the water use plan. **All recreational uses of the water are prohibited.** This includes but is not limited to:

- All forms of boating
- Swimming
- Fishing
- Sailing of model boats
- Exercising or playing in it with pets

Use of the Surrounding Land - Since this was originally a “borrow pit”, the soil surrounding the water, which is mostly poor sand with some shells, is very loose and easy to disturb and erode. Some of the poorest soil areas of the pond have black netting laid on the banks to prevent erosion.

Good growth of grasses is not possible in all areas. The grasses and trees around the perimeter of pond aid in the removal of some fertilizer elements that come from adjoining lawns and help inhibit erosion of sand and soil into the pond.

Since the primary purpose of the pond is water retention all effort must be made to protect this function as well as prevent erosion of the soil into the pond. The major considerations for land use are:

- The only use of the area around the pond that is permitted is walking, and that is restricted to the area near the upper rim. As an effective maintenance plan results in a strong growth of grasses, then some other activities could be considered in the future by the Board.
- Wheeled vehicles of any type are not permitted with the exception of those required to maintain the grass, trees and water,
- Driving golf balls, flying kites, flying model airplanes or other similar activities, which would tend to disturb the fragile growth of grass is prohibited.
- Piers, barbecue areas, gazebos or any other structures are not permitted,
- A tasteful sign has been placed on the entranceway off Acoma Drive, which informs residents of the restrictions such as ...No Swimming, No Boating, Do Not Feed the Alligators, etc.

Maintenance of the Water – There are several places on the east, south and west perimeters where the street stormwater runoff enters the pond. On the north side of the area there is an overflow structure built into the bank of the pond. Water will overflow this structure into the canal only during a very severe rainfall. There entrance and exit structures must be kept functional and free of debris. Care must be given not to permit any floating growth that could cover the water and not permit sunlight to break down the toxic elements in the water.

The function of this pond is governed by county regulations. If it is not kept functional, the county could take responsibility and bill the HOA for the expense.

The LPC uses these considerations for the maintenance of the water:

- Undesirable growth of all types will be controlled by contracting with a company licensed to perform these responsibilities. This may include, but not be limited to spraying substances to kill and/or inhibit growth of algae, and the stocking of fish that eat grass. The frequency of treatment is determined by the seasons and weather and will be established by the contractor.
- Water exit and entrance structures are inspected for any deterioration and cleared of debris once a year.
- **The pond is a natural habitat for alligators.** They must not be fed! If any become aggressive, they will be removed by licensed trappers. The HOA Board of Directors is the only authority to call for the removal of alligators unless it has moved onto private property, in which case the affected homeowner may involve himself. State guidelines say aggressive alligators, regardless of size, will be removed. If they exceed 4 foot in length, they will be destroyed by the State.

Maintenance of the Land - The land maintenance is a trade-off between that which is required for the primary function of the pond (drainage), and interests of the landowners whose properties view the land. If the property owner's interest was not a factor, the land would be maintained untouched, in its natural state. Individual owners taking responsibility for the land maintenance, either adjoining their property or elsewhere would lead to a patchwork of care, the possibility of introduction of undesirable plants and grass and contention between property owners.

These are the considerations for the maintenance of the land. The Board of Directors has established a reasonable annual budget for the maintenance of the land around the pond as follows:

- The planting, cutting, trimming or removal of any vegetation is the responsibility of the HOA Board of Directors. The adjacent landowners are not permitted to cut, trim or remove any vegetation on the land beyond their property line without prior approval of LPC. When approval is given, it is understood that it will be at the homeowner's expense and be under the supervision of at least 2 LPC members.
- Grass is maintained as follows:
 1. The banks of the pond will be mowed several times a year as needed under the direction of the LPC.
 2. Areas closer to the water's edge will be cut several times a year with a hand held "weed eater" as needed under the direction of the LPC.

Planting of emergent plants at the water's edge and native flowers and shrubs in other areas may be accomplished within the budget guidelines. These are restricted to those recommended by authorities on native plants. At water's edge, on the north side of the pond, any trees that grow will be left in their natural state.

Internal Storm water Management - Counting the pond, there are four areas for the environmental management of stormwater runoff. These must be maintained to permit operation as designed. The following guidelines for maintenance were established in discussions with Jessie Bower, County Development Engineering, Stormwater Engineering, Deland.

Retention Areas - The water retention areas are the islands within Dakota and Kenoa Circles. They permit percolation of excess storm water. The grass will be mowed on the same schedule as the rights-of-way. The ability to percolate water must be maintained. When collected stormwater remains in this area for more than 72 hours (3 days), it is an indication that there is a need for maintenance. This is evidenced by black areas remaining after the area is dry.

Run Off Channels - (Storm water Drainage Retention Areas) The total eastern border between the HOA property and Bulow State Park has a channel. It retains the street water run off so that it will evaporate and percolate into the ground. This channel must be maintained to permit free flowing of waters through this entire eastern border at times of high water.

The major part of the street rainwater is directed to the channel by the street drainage system that is maintained by the county. **Homeowners are not to throw anything (such as fallen trees and yard trash) into this channel.** Hardwoods that grow at water entrance and exit points will be cut. The grass and other growth will not be cut. There are two (2) "catch basins" that have conduits that will direct any high water into the Korona Canal and one (1) catch basin that directs overflow into Florida Power and Light easement.

Section C Buffer - This wedge-shaped area lies between Osage Lane (lots #287 & #288) and Piute Lane behind lots (#281-283). It is normally dry. It buffers street rainwater run-off permitting it to percolate. If excess capacity is reached, an overflow pipe will release it into the adjacent Korona Canal. The area will be maintained to permit water to flow freely into the system and out through the overflow. The site will be inspected once a year and any growth that is prohibiting the free flow of water into or out of the system will be cut. Hardwood growth will not be permitted in the vicinity of the weir. Grass and weeds will not be cut in any part of the landscape.

Other Properties Owned by The Association - The following properties are located along Old Dixie Highway between Old Kings Road and Acoma North entrance and encompasses approximately 10 acres

In 2000, in an effort to locate a public safety/fire station in close proximity, Phase 1 HOA and Halifax Plantation, Inc., entered into an agreement that is recorded with Volusia County that essentially reapportioned the following tracts of land:

Tract A: This 2.5 acres is where the old sales office was located. It is on the west corner of Acoma North Entrance. The HOA maintained the grass and shrubs along the right-of-way of this property along Acoma Drive. Thereafter Tract A shall be dedicated to the Halifax Plantation Phase 1 Homeowner's Association, Inc. to be utilized as common area". (Minor Amendment to Order and Resolution No. 81-79 filed April 30, 2001). On January 18, 2008, Anthony Uanino, President of Halifax Plantation, Inc. (Phase Two) officially signed over title of Tract A to Halifax Plantation Phase One Homeowners Association Inc. and it was recorded in BOOK: 6193, PAGE: 4765 at Volusia County's Clerk's Office on Feb. 10, 2008.

Tract B: The rest of the property is subdivided into four sections. (Map-Appendix Two)

- B1, the eastern section may now be used by Phase 1 as common area or for park purposes
- B2, may be used for public safety facilities. The Fire/EMT station is now located in this area
- B3, is where the original water facility was located and continues to be used by Volusia County
- B4, the western corner may be used as common area for community subdivision signage and has been transferred back to Halifax Plantation Phase 1 to maintain as of January 18, 2008

Structures - The LPC is also responsible for the structures at our entrance ways.

Brick Walls - There are a total of 10 brick walls at 3 entrance areas and the announcement wall.

Acoma North (1), Acoma West (3), Pecos (5) and (1) at the Announcement Wall (the corner of Old Kings Rd /Old Dixie Hwy). The walls need periodic cleaning to remove mildew. The brick mortar will need "pointing" and sealing and the plaster behind the walls will need repairing periodically.

Signs - Each entrance has an announcement sign which is constructed of a "sign foam". Paint on the signs will be renewed as needed. North, 8 at Acoma West, 8 at Pecos, and 5 at the Announcement Wall at the corner of Old Dixie and Old Kings Road.

Entrance Lighting - There are 23 entrance landscape low-voltage light fixtures. There are 2 at Acoma North, 8 at Acoma West, 8 at Pecos, and 5 at the Announce wall at the corner of Old Dixie Hwy. and Old Kings Road. LED lights last a long time and will be replaced as needed. The photo cell for the Pecos lights is located behind the left wall. The photo cell for Acoma West is located on a post with the electric meter on the edge of the right-of-way on Old Kings Road, about 30 feet right of the south wall. The Acoma North light is controlled by a photocell that is located on a post on the edge of the right-of-way on Old Dixie Highway, about 30 feet west of the entrance.

In the fall of 2003, the Board of Directors added street lights (installed by Giles Electric Company, S. Daytona, FL.) to our three entrances to improve visibility there. These are hooked into our meters at those entrances and maintenance is a Phase 1 Homeowner Association expense. These lights are controlled by a photo cell.

Fallen Trees - The county is responsible for the removal of fallen trees from the area 25 feet on either side of the interior street center lines. It is the lot owner's responsibility to clear trees beyond this point to permit unobstructed mowing of the right-of-way. The HOA will notify the owners of undeveloped lots of fallen trees. **You do NOT need ARC approval to remove a fallen tree**

Streets - The Volusia County is responsible for maintenance of all streets and public signs. Homeowners should notify the LPC through the management company and it will notify the Volusia County Public Works Operations, Road and Bridges, (386-822-6422) for the removal of trees and repair of roads.

Street Lighting - Florida Power and Light is responsible for maintenance of all street lights (exception is above-mentioned entrance lights). The homeowner should notify FP&L of inoperative lights by internet or phone. FPL phone numbers are 386-252-1541 or 1-800-226 3545

This Instrument Prepared by and
Return to:
Alexandra M. Amador, Esq.
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

CERTIFICATE OF AMENDMENT
FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
HALIFAX PLANTATION PHASE I
AND
NOTICE OF PROVISIONS OF HALIFAX PLANTATION PHASE I HOMEOWNER'S
ASSOCIATION, INC.

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS HALIFAX PLANTATION PHASE I AND NOTICE OF PROVISIONS OF HALIFAX PLANTATION PHASE I HOMEOWNER'S ASSOCIATION, INC. ("Amendment") is made this 6 day of October 2023, by **HALIFAX PLANTATION PHASE I HOMEOWNER'S ASSOCIATION, INC.**, a Florida not for profit corporation ("Association"), whose mailing address is 2180 West SR 434, Suite 5000, Longwood, FL 32779.

RECITALS

WHEREAS, the Declaration of Covenants and Restrictions Halifax Plantation, Phase I and Notice of Provisions of Halifax Plantation Phase I Homeowner's Association, Inc. was recorded in Official Records Book 2797, Page 1385 et seq., of the public records of Volusia County, Florida, and as amended and supplemented from time to time (the "Declaration").

WHEREAS, the undersigned officers certify that in accordance with Article IX, Section 9.2 of the Declaration, the amendment set forth below was proposed to the Members of the Association and was approved by the affirmative vote of not less than a majority of the record owners of lots within the committed property at a Special Meeting of the Members duly called on September 26, 2023.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the Declaration is hereby amended in accordance with the provisions set forth hereinafter:

AMENDMENT TO DECLARATION

(Additions are indicated by underline (with any additions in headings only indicated by double underline), deletions are indicated by ~~strikethrough~~)

Article VII, Section 7.5 of the Declaration is hereby amended as follows:

ARTICLE VII
PROTECTIVE COVENANTS

...

Section 7.54. Parking. No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place on the lots or common areas, except in areas which may be designated by the Board. However, this provision does not require the Board to designate such an area. This prohibition against parking shall not apply to temporary parking of trucks or commercial vehicles, for repair services, pick-up, delivery or other commercial services, and shall not apply to business or commercial automobiles or to panel or pick-up trucks with not over 3/4 ton capacity when such vehicles are used as personal transportation by the owner or occupant of a dwelling. Automobiles and light trucks used for personal transportation shall be parked only in the respective dwelling owner's garage or driveway. No vehicles shall be parked in driveways unless the driveway is sufficient to (and does) hold the entire vehicle, and in no event shall vehicles be parked in such a manner as to inhibit or block access to residences, garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, parking areas or clear two lane passage on roads and drives. As long as applicable ordinances and laws are observed, the Board may cause the removal of any vehicle which is in violation of this Declaration after reasonable efforts to contact the owner or operator of the vehicle. Notwithstanding anything to the contrary contained in this Section, campers, boats, boat trailers, motor homes, recreational travel trailers, and utility trailers (excluding commercial use trailers) may be parked in the respective owner's driveway once per week for up to thirty-six (36) consecutive hours to allow clean-up, loading, and unloading.

Vehicles that are immobile for a period of excess of 48 hours or inoperative, wrecked, partially dismantled or otherwise mechanically incapable of being operated in their present condition, or are without current state license tags are prohibited other than in a completely enclosed garage. Following Notice and Hearing, the Association may cause the removal, at the cost of the Lot Owner responsible, if any, of any such vehicle.

Except as expressly amended and modified hereby the Declaration, as previously amended, shall remain in full force and effect in accordance with the terms and provisions thereof.

[INTENTIONALLY LEFT BLANK]