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(1925-2008)
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(1922-2012)

August 13, 2015

VIA EMAIL
sstokes@mayresort.com

**PRIVILEGED AND
CONFIDENTIAL**

Ms. Sharon Stokes
May Management Services, Inc.

Re: Hidden Lakes of St. Augustine Homeowners Association, Inc./Alleyway
Our File No.: 2-14-024

Dear Sharon:

You inquired as to the maintenance responsibilities connected with an alleyway located adjacent to 12 properties in Hidden Lakes of St. Augustine Homeowners Association, Inc. (the "Association"). My comments in that regard are set forth below.

The Association was "created" through the merger of three homeowners associations in 2013. Per the Plan of Merger executed in connection therewith, it was agreed that the Association would assume all liabilities and obligations of all three associations. Section 10.16 of the Amended and Restated Declaration of Covenants and Restrictions for Hidden Lakes of St. Augustine Homeowners Association, Inc. (the "Declaration"), its titled *North Border Private Alley and Access Roads*. It provides at subsection (a) that "these roads are owned by the Owners of the 12 properties that border them. The roads are for the exclusive use of those 12 Owners and their guests to gain access to their driveways. No trespassing is allowed." Section 10.16 (b) recites that "maintenance of the alleys and access roads is the financial responsibility of the 12 alley Owners. The Association will maintain the roadway and charge an assessment equally divided and the 12 Owners. Maintenance will include road bed repair and weed trimming." It is my understanding that signs are in place which indicate that only Owners of properties adjacent to the alley and access roads (and their guests) may use those roads and the alleyway.

Included in the materials you forwarded to me was a copy of an Easement and Cost Sharing Agreement ("Easement Agreement") from September of 2007 between Rolling Hills Master Homeowners Association, Inc., and Cottages at Hidden Lakes Homeowner's Association, Inc. The Easement Agreement grants to owners in each association a perpetual non-exclusive easement over the properties of each association. Section 2 of that document provides, in part, that "Rolling Hills shall be responsible for the maintenance associated with the Rolling Hills Property, and Hidden Lakes shall be responsible for the maintenance of the Hidden Lakes Property. All cost of repair and maintenance of the Rolling Hills Property and Hidden Lakes Property shall be shared equally and proportionately on a per Lot basis between Rolling Hills and Hidden Lakes." The "Hidden Lakes Property" as defined in the Easement Agreement

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includes "Private Drainage, Access and Landscape Easements" as depicted on the plat map for the cottages.

Recognizing that owners in Cottages at Hidden Lakes Homeowners Association, Inc., voted to approve the plan of merger of the three associations which included the current Declaration for the Association, the doctrine of novation may apply in this situation. A novation occurs when the parties to an agreement enter into a new agreement, and by so doing extinguish the old agreement. Proof of a novation is determined by the intent of the parties at the time of making the alleged novation. Florida law holds that "whether a novation takes place depends upon the intent of the parties. The intent can be determined by the documents if the terms are not in dispute. If there is a dispute as to the intent of the parties, then it is a question of fact for the trier of fact." De Las Cuevas v. National Enterprises, Inc., 927 So. 2d 41 (Fla. 3d DCA 2006). Since the language of the Declaration is clear with regard to the duties of owners utilizing the alleyway and access roads in question, the agreement of the two association who were parties to the Easement Agreement to enter into the merger, which included the Association's Declaration, then, arguably, indicates a novation has occurred such that the terms of the Easement Agreement were extinguished.

A challenge to the current arrangement, as established by the Declaration, however, could come from an owner asserting the applicability of Section 720.306(1)(c), Florida Statutes. That Section provides as follows:

"Unless otherwise provided in the governing documents as originally recorded or permitted by this chapter or chapter 617, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a parcel or increase the proportion or percentage by which a parcel shares in the common expenses of the association unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment. For purposes of this section, a change in quorum requirements is not an alteration of voting interests. The merger or consolidation of one or more associations under a plan of merger or consolidation under part I of chapter 607 or Chapter 617 is not a material or adverse alteration of the proportionate voting interest appurtenant to a parcel." [Emphasis added].

The original Declaration of Covenants, Conditions and Restrictions for The Cottages of Hidden Lakes (the "Cottages Declaration") states at Article IV, Section 7 that "Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis." Per Article VI, Section 1 (a) of the Cottages Declaration, the duties of the Association with regard to the *Common Areas* (note that I do not see that that term is specifically defined in the Cottages Declaration) "include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible property installed by Declarant as part of the work, and any replacements or additions thereto made in accordance with the provisions of the Legal Documents." Article VI, Section

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3(a) of the Cottages Declaration also recites, in part, that "Each Owner of a Lot in which a Unit has been constructed shall maintain the lawn and other landscaped portions of his Lot and that portion of the public right-of-way and Common Areas, if street in a neat and attractive condition [sic]." The quitclaim deed for the common property deeded by the Declarant to Cottages at Hidden Lakes Homeowner's Association, Inc., in August of 2007 states that it includes "North Churchill Drive, Tracts "A", "B" and "C" (Stormwater Management Facility and Private Drainage Easement), Private Drainage Easements and Private Drainage, Access and Landscape Easements, all as depicted on that certain plat (the "Plat") of Cottages at Hidden Lakes recorded in Map Book 54, page 30 of the public records of St. Johns County, Florida, together with any and all obligations of maintenance retained by the Developer as described on the Plat." The Plat, at Map Book 54, Page 30, provides that the owner (Swal, Inc.) and its successors and assigns "grant to the present and future owners of the Lots shown on this plat or accessed by roads shown on this plat and their successors and assigns, guests, invitees, domestic help, delivery, pick-up and fire protection service providers, police and other authorities of the law, United States postal carriers, representative of utilities authorized by said owner to serve the land shown hereon, holders of mortgage liens on such lands and such other persons as may be designated, the non-exclusive and perpetual right of ingress and egress over and across private roadways which are shown on this plat." [Emphasis added]. Copies of the Quitclaim Deed and Plat are attached.

Given the foregoing, it is certainly possible that an owner on the alleyway argues that the cost of maintenance of the access roads and alleyway should be borne by the Association. The Cottages Declaration did not specifically state that maintenance of the access roads and alleyways was an obligation of the 12 owners at issue, and in reviewing some of the deeds for parcels located on the alley I do not see any specific mention of the access roads or alleyways. By imposing that obligation on those owners through the Declaration of the merged associations, it could be argued that the adoption of the Declaration constituted an amendment of the Cottages Declaration which increased the proportion by which the alleyway parcels shared in the common expenses of the association, an amendment which is valid only if the record parcel owners and all record owners of liens on those parcels joined in the execution of the amendment. Further, from a practical standpoint it could be asserted that the access roads and alleyway are not appreciably different from the other roadways maintained by the Association. In addition, the Declaration states at Section 10.16 that the access roads and alley are "owned by the Owners of the 12 properties that border them," but I do not see that there exists documentation which supports that statement.

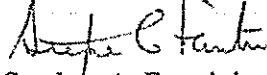
Should this matter go to litigation, the prevailing party would be entitled to the recovery of reasonable attorneys' fees and costs. Taking into account the facts and possible arguments that could be made against the application of Section 10.16 of the Declaration, perhaps the most prudent option may be to amend, delete, or choose not to enforce, Section 10.16, for the reasons stated above and have the Association assume the cost of maintenance of the access roads and alleyway, spreading those costs to all Association owners, including the 12 owners on the alleyway. Amendment of the Declaration, if the Association chooses that course of action, can

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~~be achieved by the affirmative vote of at least two-thirds of the owners voting in person or by proxy at a duly convened meeting of the owners pursuant to Section 14.4 of the Declaration.~~

Please contact me if you should have any questions concerning the foregoing.

Sincerely yours,



Stephen A. Faustini

SAF/dbf

THIS DOCUMENT PREPARED
BY AND RETURN TO:
JOSEPH J. VAN ROOY, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FLORIDA 32202

PIN ~~102761-99999~~
102762-0001

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the 31st day of August, 2007, between SWAL, INC., a Florida corporation, and BESTCON, INC., a Florida corporation (herein "Grantors") and COTTAGES AT HIDDEN LAKES HOMEOWNER'S ASSOCIATION, INC., whose address is 4000-B St. Johns Avenue, Jacksonville, Florida 32205, whose taxpayer identification number is _____ (herein "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns.)

WITNESSETH, that Grantors, for valuable consideration which is hereby acknowledged, hereby remises, releases and quitclaims unto Grantee forever all of that certain real property in St. Johns County, Florida, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto Grantee in fee simple, subject to ad valorem taxes and other matters of record on the date hereof.

IN WITNESS WHEREOF, this quitclaim deed has been executed as of the date first above written.

Signed, sealed and delivered in the presence of:

SWAL, INC., a Florida corporation

John D. Corse
Name Printed: John D. Corse

By: W. H. Walton, Jr.
W. H. Walton, Jr.
Its President

Alonzo D. S. Walton
Name Printed: Alonzo D. S. Walton

STATE OF FLORIDA)
) SS
COUNTY OF Deval)

The foregoing instrument was acknowledged before me this 4 day of September 2007, by W.H. Walton, Jr., President of SWAL, Inc., a Florida corporation, on behalf of the corporation.



Grace M. Theriault
(Print Name Grace M. Theriault)
NOTARY PUBLIC
State of Florida at Large
Commission # DD0322321
My Commission Expires: 6-26-2008
Personally known
or Produced I.D. _____
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

BESTCON, INC., a Florida corporation

April Osgood
Name Printed: APRIL OSGOOD

By: Paul W. Nichols
Paul W. Nichols
Its President

[Signature]
Name Printed: _____

STATE OF FLORIDA)
) SS
COUNTY OF Dual)

The foregoing instrument was acknowledged before me this 31 day of August, 2007,
by Paul W. Nichols, President of Bestcon, Inc., a Florida corporation, on behalf of the corporation.



[Signature]
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known _____
or Produced I.D. _____
Type of Identification Produced _____

COTTAGES AT HIDDEN LAKES BEING A REPLAT OF TRACT "A", AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE AND RECORDED IN MAP BOOK 31, PAGES 37 THROUGH 43 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, SAID ST. JOHNS COUNTY, FLORIDA

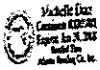
MAP BOOK 54 PAGE 31

SHEET 2 OF 5

THIS IS TO CERTIFY THAT SUNTRUST BANK BEING THE BORROWER OF THE LOANS DESCRIBED HEREIN, PURSUANT TO SECTION 177.02(1) FLORIDA STATUTES AND IN ACCORDANCE WITH THE PLAT AND ALL RECORDING, CONDITIONS AND RESTRICTIONS ON THE PLAT:

Melanie Diaz WITNESS
Michael Diaz POINT NAME
 SUNTRUST BANK
Michelle Diaz BY Michelle Diaz Vice President
Vivian Zucconi POINT NAME


STATE OF FLORIDA, COUNTY OF DUVAL:
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF March, 2005, BY Melanie Diaz AS THE WIFE OF SAID BANK, ON BEHALF OF SAID BANK, HE IS PERSONALLY RESPONSIBLE FOR THE DEBT OR OBLIGATION AS DESCRIBED.

Melanie Diaz (DOB) Michael Diaz (PRINT NAME)
 NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION NO. 12000
 BY COMMISSION EXPIRES 03/31/08


THIS IS TO CERTIFY THAT ANTSOUTH BANK BEING THE BORROWER OF THE LOANS DESCRIBED HEREIN, PURSUANT TO SECTION 177.02(1) FLORIDA STATUTES AND IN ACCORDANCE WITH THE PLAT AND ALL RECORDING, CONDITIONS AND RESTRICTIONS ON THE PLAT:

Shirley A. Gentry WITNESS
Michael S. Gentry POINT NAME
 ANTSOUTH BANK
Catherine J. Haas WITNESS
Catherine J. Haas POINT NAME


STATE OF FLORIDA, COUNTY OF DUVAL:
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11th DAY OF MARCH, 2005, BY Michael S. Gentry AS THE WIFE OF SAID BANK, ON BEHALF OF SAID BANK, HE IS PERSONALLY RESPONSIBLE FOR THE DEBT OR OBLIGATION AS DESCRIBED.

Michael S. Gentry (DOB) LINDA B. HENDERSON (PRINT NAME)
 NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION NO. 12000
 BY COMMISSION EXPIRES 03/31/08


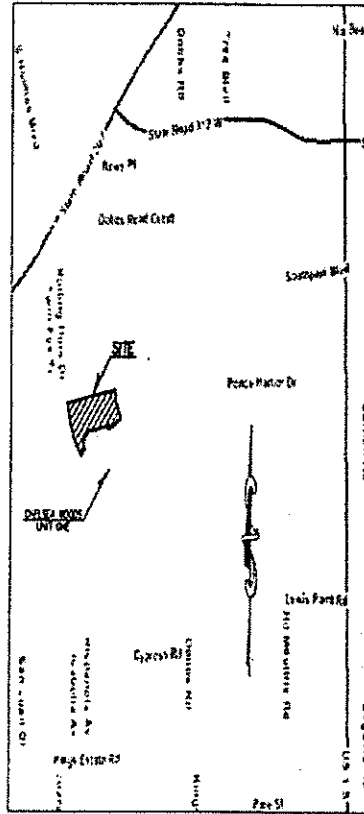
THIS IS TO CERTIFY THAT WACHOVIA BANK, N.A. BEING THE BORROWER OF THE LOANS DESCRIBED HEREIN, PURSUANT TO SECTION 177.02(1) FLORIDA STATUTES AND IN ACCORDANCE WITH THE PLAT AND ALL RECORDING, CONDITIONS AND RESTRICTIONS ON THE PLAT:

Michael J. Zabel WITNESS
Michael J. Zabel POINT NAME
 WACHOVIA BANK, N.A.
Susan S. Beany BY Susan S. Beany Vice President
Nancy S. Bennett POINT NAME

STATE OF FLORIDA, COUNTY OF DUVAL:
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF March, 2005, BY Susan S. Beany AS THE WIFE OF SAID BANK, ON BEHALF OF SAID BANK, HE IS PERSONALLY RESPONSIBLE FOR THE DEBT OR OBLIGATION AS DESCRIBED.

Kathleen Notum (DOB) Kathleen C. Notum (PRINT NAME)
 NOTARY PUBLIC, STATE OF FLORIDA
 COMMISSION NO. 12000
 BY COMMISSION EXPIRES 03/31/08


VICINITY MAP - NOT TO SCALE



PREPARED BY
CLARSON AND ASSOCIATES, INC.
 PROFESSIONAL SURVEYORS & MAPPERS
 1841 MACO AVENUE
 JACKSONVILLE, FLORIDA 32217
 PHONE: 321-324-2222

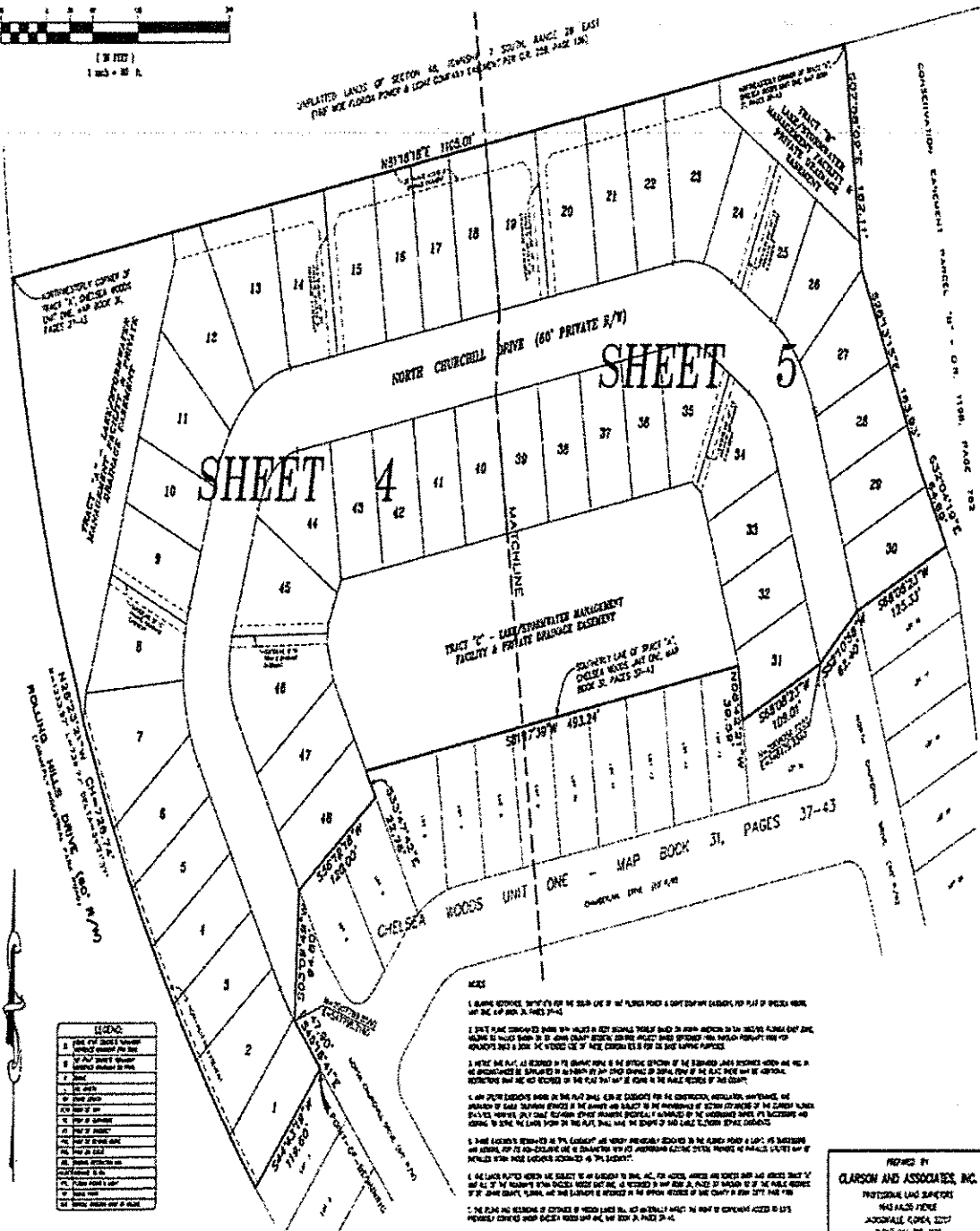
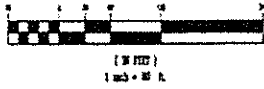
COTTAGES AT HIDDEN LAKES

BEING A REPEAT OF TRACT "A", AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE AND RECORDED IN MAP BOOK 31, PAGES 37 THROUGH 43 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE ANTONIO CANOVAS DONATION, SECTION 46, TOWNSHIP 7 SOUTH, RANGE 29 EAST, SAID ST. JOHNS COUNTY, FLORIDA

MAP BOOK 54 PAGE 32

SHEET 3 OF 5

GRAPHIC SCALE



LEGEND:

1	Area of the subject property
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48	Area of the subject property

NOTES:

1. BEARING AND DISTANCE SURVEYS FOR THE BOUNDARIES OF THE PLANNED PROJECT AND THE SUBJECT PROPERTY ARE SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
2. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
3. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
4. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
5. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
6. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.
7. THE PLANNED PROJECT SHALL BE SUBJECT TO ANY EASEMENTS, RIGHTS OR INTERESTS IN THE SUBJECT PROPERTY AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE, MAP BOOK 31, PAGES 37-43.

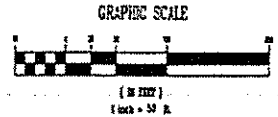
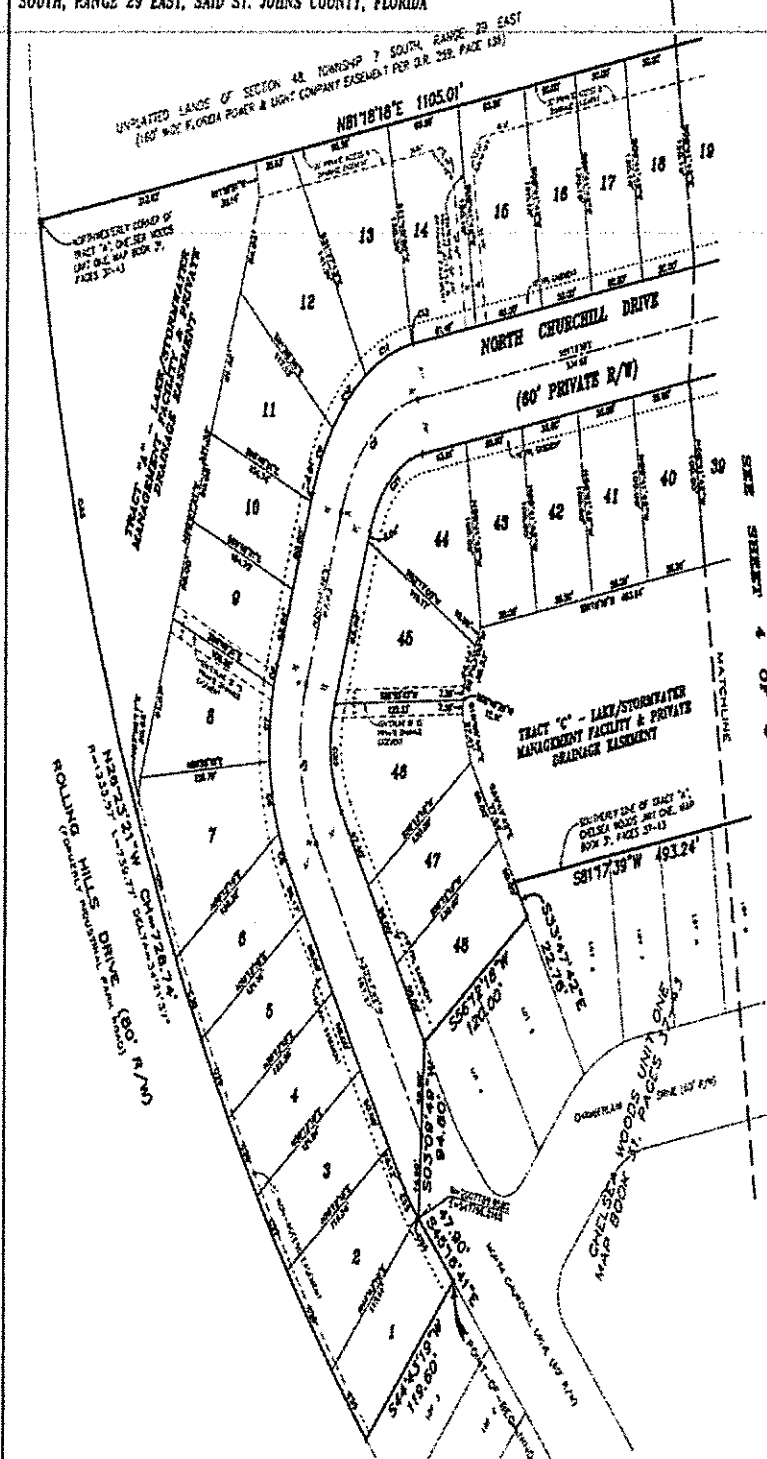
PREPARED BY
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PHONE: 904-386-8723

COTTAGES AT HIDDEN LAKES

BEING A REPLAT OF TRACT "A", AS SHOWN ON PLAN OF CHELSEA WOODS UNIT ONE AND RECORDED IN MAP BOOK 31, PAGES 37 THROUGH 43 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, SAID ST. JOHNS COUNTY, FLORIDA

MAP BOOK 54 PAGE 33

SHEET 4 OF 5
SEE SHEET 3 OF 5 FOR GENERAL NOTES & LEGEND



CURVE TABLE

CURVE NO.	ANGLE	BEARING	CHORD	DELTA	SHORT
01	111.11	S81°17'39"W	1105.01	111.11	4.97
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04	111.11	S81°17'39"W	1105.01	111.11	4.97
05	111.11	S81°17'39"W	1105.01	111.11	4.97
06	111.11	S81°17'39"W	1105.01	111.11	4.97
07	111.11	S81°17'39"W	1105.01	111.11	4.97
08	111.11	S81°17'39"W	1105.01	111.11	4.97
09	111.11	S81°17'39"W	1105.01	111.11	4.97
10	111.11	S81°17'39"W	1105.01	111.11	4.97
11	111.11	S81°17'39"W	1105.01	111.11	4.97
12	111.11	S81°17'39"W	1105.01	111.11	4.97
13	111.11	S81°17'39"W	1105.01	111.11	4.97
14	111.11	S81°17'39"W	1105.01	111.11	4.97
15	111.11	S81°17'39"W	1105.01	111.11	4.97
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30	111.11	S81°17'39"W	1105.01	111.11	4.97
31	111.11	S81°17'39"W	1105.01	111.11	4.97
32	111.11	S81°17'39"W	1105.01	111.11	4.97
33	111.11	S81°17'39"W	1105.01	111.11	4.97
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35	111.11	S81°17'39"W	1105.01	111.11	4.97
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46	111.11	S81°17'39"W	1105.01	111.11	4.97
47	111.11	S81°17'39"W	1105.01	111.11	4.97
48	111.11	S81°17'39"W	1105.01	111.11	4.97

PREPARED BY:
CLARSON AND ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
441 RACE AVENUE
JACKSONVILLE, FLORIDA 32207
PHONE 904-784-3113

COTTAGES AT HIDDEN LAKES BEING A REPLAT OF TRACT "A", AS SHOWN ON PLAT OF CHELSEA WOODS UNIT ONE AND RECORDED IN MAP BOOK 31, PAGES 37 THROUGH 43 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, SAID ST. JOHNS COUNTY, FLORIDA

MAP BOOK 54 PAGE 34

SHEET 5 OF 5
SEE SHEET 3 OF 5 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CHORD LENGTH (FOOT)	ANGLE (DEGREES)	CHORD BEG.	CHORD END	CHORD	CHORD
01	17.7	1.000	1.000	1.000	1.000
02	35.4	1.000	1.000	1.000	1.000
03	53.1	1.000	1.000	1.000	1.000
04	70.8	1.000	1.000	1.000	1.000
05	88.5	1.000	1.000	1.000	1.000
06	106.2	1.000	1.000	1.000	1.000
07	123.9	1.000	1.000	1.000	1.000
08	141.6	1.000	1.000	1.000	1.000
09	159.3	1.000	1.000	1.000	1.000
10	177.0	1.000	1.000	1.000	1.000
11	194.7	1.000	1.000	1.000	1.000
12	212.4	1.000	1.000	1.000	1.000
13	230.1	1.000	1.000	1.000	1.000
14	247.8	1.000	1.000	1.000	1.000
15	265.5	1.000	1.000	1.000	1.000
16	283.2	1.000	1.000	1.000	1.000
17	300.9	1.000	1.000	1.000	1.000
18	318.6	1.000	1.000	1.000	1.000
19	336.3	1.000	1.000	1.000	1.000
20	354.0	1.000	1.000	1.000	1.000
21	371.7	1.000	1.000	1.000	1.000
22	389.4	1.000	1.000	1.000	1.000
23	407.1	1.000	1.000	1.000	1.000
24	424.8	1.000	1.000	1.000	1.000
25	442.5	1.000	1.000	1.000	1.000
26	460.2	1.000	1.000	1.000	1.000
27	477.9	1.000	1.000	1.000	1.000
28	495.6	1.000	1.000	1.000	1.000
29	513.3	1.000	1.000	1.000	1.000
30	531.0	1.000	1.000	1.000	1.000
31	548.7	1.000	1.000	1.000	1.000
32	566.4	1.000	1.000	1.000	1.000
33	584.1	1.000	1.000	1.000	1.000
34	601.8	1.000	1.000	1.000	1.000
35	619.5	1.000	1.000	1.000	1.000
36	637.2	1.000	1.000	1.000	1.000
37	654.9	1.000	1.000	1.000	1.000
38	672.6	1.000	1.000	1.000	1.000
39	690.3	1.000	1.000	1.000	1.000
40	708.0	1.000	1.000	1.000	1.000

