

# Capitol Park Owners Association Inc.

Adopted: May 19, 2026

## Association & Owner Responsibilities

**MAINTENANCE AND REPAIR OBLIGATIONS** – Please refer to your Declaration of Covenants and Restrictions for full details – Article X, Section 1-3, pages 19-22

### By the Association

**1 Easement to Enter Upon Lots-** The Board or the designee of the Board, to enter upon the Lots to fulfill its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Subdivision Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

**2 Surface Water or Stormwater Management System Maintenance-** The Association shall be responsible for maintaining, operating, and repairing the Surface Water or Stormwater Management System:

Drainage, water storage, water quality, bottoms of retention lakes or drainage easements, control and eradication of plants, fowl, reptiles, animals, fish, and fungi. The shoreline must be maintained, and all shoreline vegetation, grade, and contour of embankments to the water's edge, water storage, grass, plantings, and other lateral support plantings must be kept in a safe manner. In accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the United States Army Corps of Engineers ("ACOE"), FDEP, St. Johns River Water Management District ("SJRWMD"), and all other local, state, and federal authorities having jurisdiction.

**3. Roads** – Repair and replacement.

**4. Common Lighting** – Maintenance & repair of the common lighting within the property.

**5. Landscaping** - The Association shall maintain and care for all landscaped and grassed areas and any common irrigation system installed within the Common Area and each Lot (**with the exception of any areas which are enclosed by any fence, wall, or similar structure or landscaping designed to restrict access to such portion of the Lot**). Maintenance and care shall include irrigating, mowing, edging, fertilizing, trimming of trees, and landscaping and spraying of lawns, all to the level of care so that, at a minimum, the initial landscaping for the Lot provided by Declarant shall be maintained. Replacement of sod, trees, and landscaping (including, without limitation, replacement of any dead or dying trees) so the initial landscaping provided by Declarant is maintained. If an Owner plants trees and/or landscaping on his or her Lot, such Owner shall be responsible for the maintenance, repair, and replacement of such trees and/or landscaping.

**6. Open space** - Any property designated as open space, buffer, preserve area, conservation, or wetland area shall be preserved and maintained in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

**7. Minor alterations and improvements to the common areas:** The Board of Directors may make minor and insubstantial alterations and improvements to the common area that do not exceed \$5,000. All

other alterations and Improvements must follow Article VIII, Section 3 of the Declaration. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

## **Association & Owner Responsibilities**

### **By the Owners**

Except as provided in Section 1 above, each Owner shall maintain and care for the sod, lawns and landscaping which are encompassed within that Owner's Lot, including, without limitation, any irrigation system installed thereon, which is for the sole use and benefit of the Owner's Lot. "Maintenance and care" within the meaning of this Section 2.1 shall include irrigating, mowing, edging, fertilizing, trimming of trees and landscaping and spraying of lawns, all to the level of care deemed appropriate by the Association, and replacement of sod, trees and landscaping (including, without limitation, replacement of any dead or dying trees). The Owner of each Lot must keep and maintain the Lot, the Improvements and the Lot Improvements, including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home which, if omitted, could adversely affect the Subdivision, the Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements, Lot Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of the walls, doors, windows and roof of the physical structures of the Home shall be performed by Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation, other than for a common irrigation system, if any), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot.

**2. Party Walls-** Each common wall shared by two Lots shall be a party wall for the perpetual benefit of and use by the Owners of each respective Lot.

**3.** The Owner of each Lot shall take no action or otherwise interfere with the Association's maintenance and care of the sod, lawns, and landscaping encompassed within the Owner's Lot. The Owner shall not install any new sod, lawn, landscaping, or trees, nor shall they alter or modify any sod, lawn, landscaping, or trees, without the prior consent and approval of the Association.

**4.** Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation, and repair of the swales on the Lot, and each Lot Owner shall cooperate with and not interfere with the Association's obligations regarding drainage swales. Each Lot Owner shall not interfere with or do anything that impairs the

ability of the swales to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the SJRWMD. No Lot Owner shall fill, excavate, construct fences, or otherwise obstruct the surface water flow in the swales. No alteration of the drainage swale shall be authorized, and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

**5.** The Owner of each Lot shall maintain, repair, and replace as needed any fencing on their Lot, clean, maintain, and repair the driveway on their Lot and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris, and/or impediments to pedestrian traffic.

**6.** Each Owner of a Lot abutting or including any portion of the Surface Water and Stormwater Management System shall be responsible for maintaining and repairing the portion of the water bank and slopes on his or her Lot.

**7.** In addition to the above, the Owner of each Home shall be responsible to fix leaks in and otherwise maintain and repair the roof of such Owner's Home; replace any dead or obviously dying trees on their Lot; and maintain, repair and replace any fences on their Lot, except as otherwise provided in Section 1.4 above. The Owner of each Home shall also clean, maintain and repair the driveway located on its Lot and keep the sidewalks located on its Lot clean and free from any impediments to pedestrian traffic.

**8.** If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article IX hereof.

**9.** Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

**10.** If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

**11.** If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Subdivision Documents shall be determined in the sole discretion of the Association.