

DECLARATION OF COVENANTS AND RESTRICTIONS

01 13129

OF

W. W. F. CORPORATION, a Florida Corporation

COMES NOW, 100% of the ownership of W. W. F. CORPORATION, a Florida Corporation as owner (also referred to as developer) of the following described real property in St. Johns County, Florida, described as follows:

Legal Description Attached hereto as Schedule A.

and do by these presents declare, publish and make the following Restrictions and Covenants pertaining to the aforesaid land, under the following terms and conditions, to wit:

A. The Construction of the improvements to the lands described are in the form of "cluster housing", consisting of 38 separate buildings of four (4) units each for a total development of 152 units, together with certain areas designated for recreation sites, access easements and common areas, encompassing all of the land described in Schedule A, referred to herein. All of said land so described shall be developed in 38 phases and the description of the location of building phases is as per attached Schedule B.

B. That in order to carry out the intents and purposes of the development, an owners' association will be formed as a non-profit corporation, known as VILLA DEL REY, INC., a Non-Profit Corporation of Florida.

C. These Covenants and Restrictions shall run with the title to the land, and all lands subject to this Declaration shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration and to the Covenants, Restrictions, easements, agreements, charges and liens hereinafter or hereinbefore set forth. Every Grantee, mortgagee or party, successors, assignee, heir, administrator, representative or assign shall be subject to these Covenants, Restrictions and Declaration. These provisions shall apply whether reference is made to the same in the conveyance, mortgage or other instrument between any party affected by this Declaration and the lands pertaining.

SECTION 1. EXTENT OF DECLARATION

All property shall be subject to this Declaration in accordance with the written matter set out and the exhibits attached.

SECTION 2. UNIT OWNERSHIP

Each owner will receive fee simple title to the Dwelling Unit contained within each of the 38 buildings, together with title to the land thereunder in accordance with the attached Exhibit, subject to this Declaration, and grants of easements, access, common areas, now or hereafter reserved by the Owner (Developer) or the Owner's Association as applicable in the future.

SECTION 3. COMMON AREAS

All common areas, recreation areas, access ways, streets, roads, alleys are reserved as easements for utilities, access ways, above and below ground utilities, cables, power lines, water lines, sewer lines and all necessary accessory uses as the Owner deems advisable in its discretion. Further, there is hereby declared

an easement over and across each access way for purposes of ingress and egress to each separate dwelling unit provided for herein, and no owner shall interfere with or otherwise impede such free and unencumbered access to any dwelling unit, by any such unit owner. All unit owners shall be granted free and unencumbered access over and across access ways for purposes of ingress and egress to each unit herein.

SECTION 4. AMENDMENT

These Articles, Declarations, Covenants and Restrictions may be amended, changed or modified by written consent of not less than 51% of all unit owners, whether privately owned or owned by the developer.

SECTION 5. UNIT OWNER REQUIREMENTS: The following provisions shall apply to all unit owners now, hereafter or at any time in the future, and shall govern the conduct, use and occupancy of each separate dwelling unit:

a. No unit shall be used other than for residential purposes, and no business, commercial, or similar activity shall be engaged in any unit, any common area, recreation area or within any of the boundaries of the property herein. Except only, the developer may use a reasonable portion of the property and building units for sales purposes, and until such time as the development is fully completed, may maintain construction trailers, commercial and building equipment necessary for construction purposes.

b. No unit shall be used to store any noxious chemicals, materials, flammables or other hazardous substances.

c. No unit owner shall permit, allow or tolerate storage of inoperable motor vehicles, wrecked or junk cars, car parts, parts of vehicles or any such transportation equipment; and no unit owner shall engage in auto repairs or other vehicle repairs in and around any unit. The intent of this Restriction is to prevent storage and accumulation of inoperable motor vehicles in the development, as well as their parts and pieces, which will detract from the overall residential qualify of the neighborhood.

d. No unit owner shall permit, allow or tolerate excessive noise to emanate from a unit, to include stereo, musical band instruments, or other amplified sound, nor shall band or musical instrument practice be permitted within a unit or outside, unless the same is a musical concert sponsored by the development or the Owners' Association.

e. Unit owners shall comply with parking regulations and restrictions designated by the Developer or the Unit Owner's Association, as to owner parking of motor vehicles, guest parking, and there shall be no storage or maintenance of junk or disabled vehicles in and about the property or parking areas. A unit owner may store a single boat and boat trailer which does not exceed 18 feet in length on said property in the parking areas as designated by the Association.

f. No unit owner shall permit to be caged, housed or stored in any unit, its surrounding areas or in the common areas any animal, fowl, livestock, wild animal, non-domesticated animal, circus-type animal, excepting domesticated dogs or cats, not to exceed a total of two per dwelling unit. Any such authorized pet shall not be permitted to roam at large, but shall at all times be kept within the confines of the dwelling unit, its balcony or porch area, and when away from the premises, shall be kept on a leash or restraint not exceeding six (6) feet in length within the boundary lines of the property covered by this Declaration.

g. No unit owner shall change, repair or otherwise materially alter the architectural design of any unit dwelling without prior written approval of the Developer and the Architectural Review Board consisting of not less than two (2) persons, neither of which is required to be a member of the Unit Owner's Association, and who will be appointed and designated by the Developer. Repairs, rebuilding, painting or any other type of work beyond normal maintenance of a unit must have approval of the Architectural Review Board so as to retain the continuity of the original Building Unit designs.

h. No unit owner shall install, erect or construct any sign in or upon any unit dwelling, or its surrounding lands, nor display any such signs affixed to any window, exterior portion of structure, roof, fence, door, entrance or any portion of structure. This provisions shall not be construed to deny a registered real estate broker to display a "for sale" listing sign, provided such sign does not exceed 600 square inches in size and shall only be displayed towards the front of a unit dwelling, provided such unit is listed for bona fide sale on the open market. A unit owner listing the property for sale "by Owner" may also display such a "for sale" sign. This requirement shall not restrict the Developer from advertising signs of the project.

i. No fences or hedges shall be erected, established or maintained by any unit owner, not otherwise provided in the architectural design of the developer.

j. No animal breeding shall be permitted by any unit owner, nor engaged in by any unit owner, nor shall kennels be constructed in or upon any unit or its surrounding land.

k. Each unit owner shall maintain the outside and interior of the dwelling unit, including walls, windows, glass, cement, walkways and other surrounding areas, and shall not permit the same to fall into disrepair. In the event such occurs, the Owner's Association may correct such defect and cause to be recorded an Assessment Lien as is provided for non-payment of assessments and enforce collection as provided for delinquent assessments.

l. No unit owner shall store, maintain or cause to be retained in and around the units, any unused refrigerators, freezers, appliances or other material not directly associated with living within the dwelling unit, and all refuse containers shall be stored and maintained in the places provided for same, and no owner shall cause any unreasonable amounts of trash, discarded equipment, clothes, boxes or any personal property to accumulate in and around dwelling units and the common areas. Any such accumulation may be removed by the Owners' Association at the cost and expense of a Unit Owner.

SECTION 6. RECREATION CONSTRUCTION

Developer certifies that recreation facilities will be constructed in phases in accordance with the attached Exhibit B, and which shall be as follows:

After 20 Units are sold - Tennis Court will be commenced for construction.

After 30 Units are sold - 2nd Tennis Court will be commenced for construction.

After 40 Units are sold - Swimming Pool will be commenced for construction.

These construction schedules may vary at the option of the Developer depending upon availability of the work force, supply of materials, acts of God, strikes and matters beyond the control of the Developer.

Unit owners shall have reasonable rights of access to the facilities and shall not at any one time permit, allow or encourage more than two (2) guests per unit dwelling to utilize said facilities, and only then in the company of a unit owner or a member of unit owner's family residing in said dwelling.

SECTION 7. EASEMENTS

a. All unit owners shall have rights of access to all common areas shown in Exhibit B, for means of ingress and egress and use of recreation facilities and parking areas.

b. No unit owner shall authorize, permit or undertake to operate heavy equipment or track vehicles over and across access streets, roads or alleys throughout.

c. Unit owners will cooperate with other unit owners in the maintenance and upkeep of any common wall (party wall) separating unit dwellings, which shall not be considered a common area, but only jointly shared with the adjacent owner.

d. All common areas, easements, recreation areas and lands not included in a purchaser's unit dwelling shall be deeded over to the Owners' Association mentioned herein, not later than when the last unit is sold, and to be owned, operated and maintained by the Owners' Association. At the option of the Developer, it may convey to the Owners' Association such interest when it, in its sole discretion deems the same to be advisable regardless of whether 100% of the units have been sold, and at such time, the Owners' Association shall take over the maintenance and upkeep thereof.

SECTION 8. HOME OWNERS' ASSOCIATION

a. In connection with maintenance and upkeep of the common areas, easements, recreational facilities and all of the surrounding lands of the development, excluding a unit owner's dwelling and land, the same will be provided by an annual operating budget, and each unit owner will be assessed a pro rata share on a monthly basis, such pro rata share to be based upon the number of units sold and owned by persons or firms other than the Developer, provided, however, no unit owner shall be liable for any construction costs of any of the common areas, easements, recreational facilities and surrounding lands and its landscaping.

b. Annual budgets shall be maintained and the Developer shall initially assess the monthly maintenance fee, until such time as the Owners' Association becomes the fee simple owner of the common areas, subject to the rights of unit owners in and to such common areas. Monthly maintenance fees shall be adjusted at the time each annual budget is set forth, and shall be due and payable in advance of each monthly billing period. No maintenance fee shall return any interest to any unit owner, but shall be retained as part of the maintenance budget, should any interest accrue or be earned thereon. Developer shall not be liable to the Owners' Association for any interest not earned on such fees. Setting of the Annual Budget for maintenance shall be at the sole discretion of the Developer until such time as the Owners' Association becomes the owner of the common areas, by conveyance.

SECTION 9. INSURANCE

Each unit owner shall be liable for its own fire and extended insurance on a unit, and such insurance must and shall be maintained by a unit owner, together with flood insurance, if available on the site. In the event of destruction of any unit by fire, wind-storm or other casualty, the unit owner shall be responsible to

rebuild in accordance with original unit design to be approved by the Architectural Review Board, within 90 days of the loss, and such insurance shall contain a loss payable provision in favor of the Owners' Association for such reconstruction requirement, or to the Developer until such time as the Owners' Association receives conveyance of the common areas. Amounts of such insurance shall be not less than the purchase price of a unit, or the fair market value of the unit, whichever is higher. The Owners' Association shall have the right to determine such values, or the Developer may do so prior to the time the Owners' Association receives conveyance of the common areas. All liability insurance costs and any insurance involving common areas, recreation areas, easements and other areas, not directly being the individual unit owner's dwelling site, shall be paid by the Unit Owners' Association and assessed in accordance with the Annual Budget.

SECTION 10. ENFORCEMENT

The intents and purposes of this Declaration shall be enforceable in the following manner:

a. Unit maintenance fees shall be a lien on the interest of the unit owner failing to pay the same, and may be foreclosed as any other lien under the laws of Florida, including reasonable attorneys' fees for enforcement of non-payment thereof. Any delinquent maintenance fee may be provided for by recording a Notice of Delinquent Assessment by the Owners' Association, or the Developer, in the public records which may be filed not sooner than 60 days after such fee was due and owing. All attorneys' fees and court costs shall be due in addition as may be required to collect a delinquent assessment, whether suit be filed or not. After 60-day delinquency, assessments shall bear interest at 18% per annum.

b. Particular provisions of compliance may be enforced by the Owners' Association, or any unit owner by way of Court Injunction together with any resultant damages, plus any legal fees and court costs, should court action ensue. A unit owner shall be given 30 days advance notice of a violation and a specified time period not exceeding 30 days to correct a violation.

c. Should any provision of this Declaration be declared invalid, this shall not operate to invalidate any other provision.

d. By becoming a member of the Owners' Association, each unit owner specifically consents to the applicability of this enforcement provision and waives any claim, demand or right to object to such enforcement proceeding, in the event of violation or non-payment of assessment.

SECTION 11. MEMBERSHIP IN OWNERS' ASSOCIATION

a. Each unit owner upon accepting a conveyance by deed or other evidence of ownership interest (not including the initial Contract for Purchase) shall automatically be deemed to have applied for and been accepted as a member of the Owners' Association, and shall be entitled to one (1) vote per unit owned.

b. Upon a unit owner proposing to sell, transfer or convey and prior to selling, transferring or conveying ownership interest in a unit, the Owners' Association shall receive an application from the proposed buyer and shall consider the same for application to the Owners' Association for approval, which shall not unreasonably be denied. The Unit Owners' Association shall have the right of first refusal of any sale, lease or transfer. The Owners' Association can consider the credit and financial standing of the applicant,

character and reputation and related factors in consideration for approval. No applicant shall be denied membership because of race, religion, national origin or sex. This section does not apply to any initial sales by Developer.

c. Membership shall continue so long as an approved unit owner maintains ownership and shall descend to that owner's heirs, personal representatives in the event of death.

d. No person or entity holding any lien, mortgage or other encumbrance shall be entitled, by virtue thereof, to membership in the Association, or to any other rights or privileges of such membership.

SECTION 12. DURATION OF DECLARATION

The Covenants and Restrictions hereunder shall continue for a period of the maximum allowable period by law, and shall be automatically renewed thereafter unless otherwise revoked, rescinded or cancelled by the Owners' Association or any successor association.

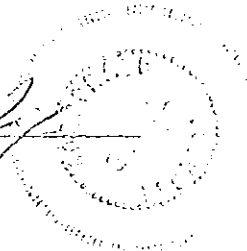
IN WITNESS WHEREOF, the Developer has executed this Declaration this 14th day of September, 1981.

Signed, sealed and
declared in our presence:

[Signature]
Patricia J. Russell

W. W. F. CORPORATION,
a Florida Corporation

By: [Signature]
President



STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared WEBSTER FELIX well known to me to be the President of the corporation and that he acknowledged executing same in the presence of two subscribing witnesses freely and voluntarily under authority duly invested in him by said corporation and that the seal affixed hereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 14th day of September, 1981.

[Signature]
Notary Public, State of Florida
at Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 24 1982
BONDED 1000 GENERAL INS. UNDERWRITERS

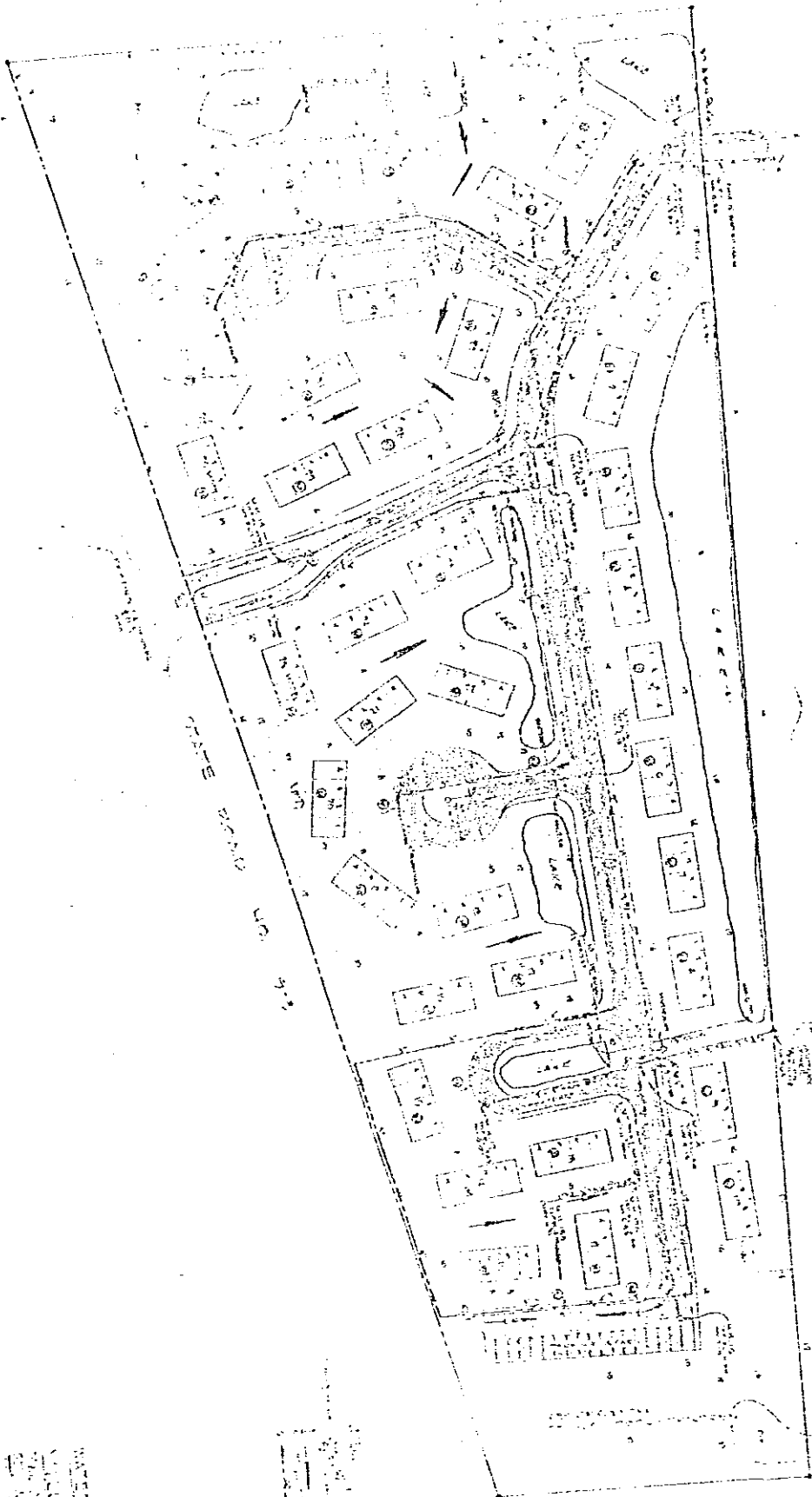
SCHEDULE A

All that part of Government Lot 3, Section 3, Township 8 South, Range 30 East, lying east of State Road #S-3 in St. Johns County, Florida, and more particularly described as follows:

Commencing at the SE. corner of Government Lot 3, thence run N. $88^{\circ} 29'$ west 768.04 feet to the east right-of-way of line of State Road S-3; thence run North $12^{\circ} 49'$ west 1362.41 feet along the east right-of-way line of State Road S-3 to a point; thence run South $88^{\circ} 29'$ east along the north line of Government Lot 3, 1091.5 feet to the east line of Government Lot 3; thence south $0^{\circ} 55'$ west 1320 feet to the SE corner of Lot 3, and the point of beginning. (except the east 500 feet of said parcel recorded as Atlantic Oaks Subdivision & Atlantic Oaks 1st Addition.)

SCHEDULE B

OFF REC 508 PAGE 549



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

SEP 15 PM 3:14

Carl "Bud" Miller
CLERK OF CIRCUIT COURT

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

SEP 15 PM 3:14

Carl "Bud" Miller
CLERK OF CIRCUIT COURT

81 14644

OFF REC 512 PAGE 151

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

OF

W. W. F. CORPORATION, a Florida Corporation

WHEREAS, the undersigned recorded certain restriction in Official Records Book 508, page 542 of St. Johns County, Florida

NOW, THEREFORE, the undersigned hereby amend said Declaration of Restrictions in the following manner:

1. The title of the document should be modified from its present form and read as follows:

Declaration of Covenants and Restrictions
of Villa Del Rey Townhouse Community.

2. The first paragraph should read as follows:

Comes now 100% of the ownership of
W.W.F. Corporation, a Florida Corporation
as owner (also referred to as developer)
of the following described real property
in St. Johns County, Florida known as
Villa Del Rey Townhouse Community, and
described as follows:

3. Clause 7D of the Declaration should have the following phrase added at the end of the paragraph:

; provided, however, that developer has
obtained issuance of certificates of
occupancy from the appropriate govern-
mental authorities for all common area
structures.

IN WITNESS WHEREOF, the Developer has executed this Amended Declaration
this 14th day of October, 1981.

Signed, sealed and declared
in our presence:

Betty K. Hardy
Debra J. ...

W.W.F. CORPORATION,
a Florida Corporation

By: Webster Felix
President

STATE OF : FLORIDA
COUNTY OF : ST. JOHNS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the state and county aforesaid to take acknowledgments, personally appeared
WEBSTER FELIX, well known to me to be the President of the
corporation and that he acknowledged executing same in the presence of two
subscribing witnesses freely and voluntarily under authority duly invested in
him by said corporation and that the seal affixed hereto is the true corporate
seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid,
this 14th day of October, 1981.

Debra J. ...
Notary Public,
State of Florida at Large

My Commission Expires:
Notary Public, Florida, State of Large
4-16-82
Bonded thru Jelfco Insurance Agency

85 12968

REC 676 FILE 1229

SUPPLEMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF VILLA DEL REY TOWNHOUSE COMMUNITY

WHEREAS, the undersigned recorded certain restrictions in Official Records Book 508, at Page 542, of the Public Records of St. Johns County, Florida; and amended same by virtue of Amendments recorded in Official Records Book 512, page 151 and in Official Records Book 604, page 632, of said public records;

WHEREAS, the undersigned, as developer, reserved the right in the Declaration to amend, change and modify the covenants and restrictions as owner of more than 51% of all units;

WHEREAS, attached to the said Covenants and Restrictions appeared a reduced copy of the plat of Villa Del Rey Subdivision showing a proposed "recreation area";

NOW, THEREFORE, the undersigned Developer intends to create a "swimming pool area" in the Northeast corner of said Subdivision as shown on survey attached hereto;

The location of said "swimming pool area" was approved by the City of St. Augustine Beach at their regular meeting, Monday, March 4, 1985, and is a part of the minutes of said meeting.

IN WITNESS WHEREOF, the developer as owner of more than 51% of all units has executed this Amendment this 17th day of June, 1985.

Signed, sealed and delivered
in the presence of:

Mary Jane Darden
Judy S. Wick

W.W.F. CORPORATION,
a Florida corporation

Webster Felix
President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WEBSTER FELIX, President of W.W.F. Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of June, 1985.

Judy S. Wick
Notary Public, State of Florida at Large
My commission expires: 9-27-87

This instrument prepared by:
Webster Felix
P. O. Box 2186
St. Augustine, Florida 32085-2186



BOUNDARY SURVEY

SWIMMING POOL TRACT - VILLA DEL REY SUBDIVISION

A RECTANGULAR SHAPED PARCEL OF LAND IN TRACT "A", VILLA DEL REY SUBDIVISION, IS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID PARCEL IS KNOWN AS THE SWIMMING POOL TRACT AND IS MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE NORTH 88° 29' WEST, ALONG THE NORTH LINE OF SAID VILLA DEL REY, A DISTANCE OF 79.94 FEET; THENCE SOUTH 36° 16' 39' WEST A DISTANCE OF 94.90 FEET TO THE POINT OF BEGINNING. AT THE NORTHEAST CORNER OF SAID SWIMMING POOL TRACT; THEN CONTINUE SOUTH 36° 16' 39' WEST A DISTANCE OF 36.4 FEET; THENCE SOUTH 59° 12' 30' EAST A DISTANCE OF 66.6 FEET; THENCE NORTH 33° 04' 30' EAST A DISTANCE OF 45 FEET; THENCE NORTH 66° 54' WEST A DISTANCE OF 65.5 FEET TO THE POINT OF BEGINNING.

FILED AND RECORDED IN
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

1985 JUN 18 PM 3:17

Carl W. Hawkins Jr.
DEPT. OF LAND SURVEYING

Carl W. Hawkins Jr.

CARL W. HAWKINS JR.
P.L.S. NO. 1204

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE & CORRECT REPRESENTATION OF A SURVEY DONE BY ME

CARL W. HAWKINS JR. LAND SURVEYOR P.O. BOX 3083 904-829-5420 St. Augustine, FLA. 32085	DATE	2-24-85	SWIMMING POOL TRACT VILLA DEL REY SUBD.	JOB NO.
	SCALE	1"=50'		REV NO.
	DRAWN BY			DWG NO.
				1182

Record and return to:
This instrument was prepared by:

John R. Ibach, Esq.
Rogers, Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207

29

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF W.W.F. CORPORATION, A FLORIDA CORPORATION**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF W.W.F. CORPORATION, A FLORIDA CORPORATION (this "Amendment") is made as of the 10th day of April, 2006 by **KB HOME JACKSONVILLE LLC**, a Delaware limited liability company ("KB Home"), and **W.W.F. HOMEOWNER'S ASSOCIATION INC.**, a Florida not-for-profit corporation ("Homeowners Association").

RECITALS:

A. W.W.F. Corporation, a Florida corporation (the "Developer"), previously executed that certain Declaration of Covenants and Restrictions of W.W.F. Corporation, a Florida Corporation dated September 14, 1981 and recorded September 15, 1981 in Official Records Book 508, Page 549 of the public records of St. Johns County, Florida, as amended by that certain Amendment to Declaration of Covenants and Restrictions of W.W.F. Corporation, a Florida corporation dated October 14, 1981 and recorded October 15, 1981 in Official Records Book 512, Page 151 of the public records of St. Johns County, Florida, as further amended by that certain Amendment to Declaration of Covenants and Restrictions of Villa Del Rey Townhouse Community dated September 12, 1983 and recorded September 14, 1983 in Official Records Book 604, Page 632 of the public records of St. Johns County, Florida (collectively, the "Declaration"), with respect to the real property described therein (the "Overall Property").

B. The Developer previously conveyed a portion of the Overall Property more particularly described in Exhibit "A" attached hereto (the "KB Property") to Serenity Sands, LLC, a Florida limited liability company, which subsequently conveyed the KB Property to KB Home.

C. KB Home and the Homeowner's Association wish to modify the Declaration so that the Property shall no longer be subject to the Declaration.

D. Portions of the Overall Property have been purchased by various individuals and/or entities, which current owners are referred to as "unit owners" pursuant to the Declaration (collectively, the "Unit Owners"). In accordance with Section 4 of the Declaration, a portion of the Unit Owners of not less than fifty-one percent (51%) have executed that certain Consent and Joinder attached hereto in order to evidence their consent to the modifications of the Declaration provided herein.

WITNESSETH:

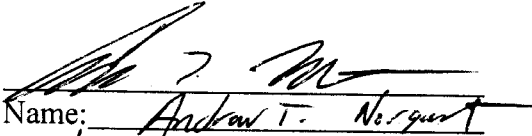
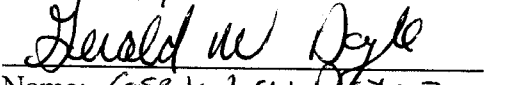
NOW, THEREFORE, in consideration of the mutual agreements contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

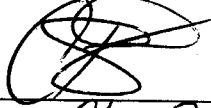
1. The foregoing recitals are true and correct, and are incorporated herein by this reference.
2. The Declaration is hereby revised to release the KB Home Property from the terms and conditions of the Declaration. Schedule A of the Declaration is deleted in its entirety and substituted therefor shall be Schedule A attached hereto.
3. Except as modified herein, the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representative as of the day and year first above written.

Witnesses:

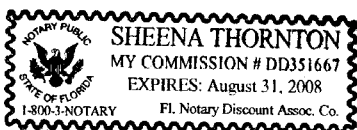
KB HOME JACKSONVILLE LLC, a
Delaware limited liability company

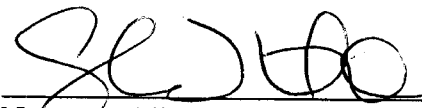

Name: Andrew T. Nergent

Name: GERALD W DOYLE


Name: _____
By: Chris Raley
Its: SVP of Land

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of April, 2006, by Chris Raley, as SVP of Land of KB Home Jacksonville LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.




Notary Public, State of Florida
Name: Sheena Thornton
My Commission Expires: August 31, 2008
My Commission Number is: DD351667

Witnesses:

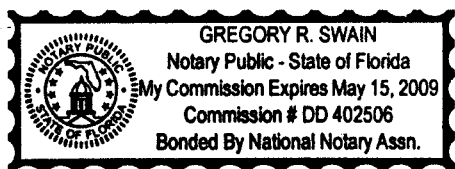
Andrew T. Norgant
Name: Andrew T. Norgant
Sabrina Crum
Name: SABRINA CRUM

**W.W.F. HOMEOWNER'S
ASSOCIATION INC.**, a Florida not-for-
profit corporation

Name: *Albert F. Peppe*
By: ALBERT F. PEPPE
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 10 day of April,
2006, by Albert F. Peppe, as President of W.W.F. Homeowner's
Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is
personally known to me or produced Drivers License as identification.



Gregory R. Swain
Notary Public State of Florida
Name: Gregory R. Swain
My Commission Expires: 5/15/2009
My Commission Number is: DD 402506

JOINDER AND CONSENT

The undersigned, GARY W. LOEFFLER, this 17th day of APRIL, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

[Signature]
Name: Steve Larson

[Signature]
Name: JACKIE KLEIN

[Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17th day of April, 2006, by Gary W. Loeffler, who is personally known to me or produced Minnesota Driver License as identification.

[Signature]
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____

JACKIE KLEIN
Notary Public, State of Florida
My comm. exp. Sept. 19, 2006
Comm. No. DD 146638

JOINDER AND CONSENT

The undersigned, JUNE VERKERKE, this 11 day of APRIL, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

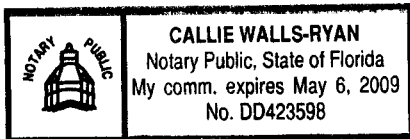
Witnesses:

Handwritten signature
Name: Handwritten name
Handwritten signature
Name: Handwritten name

June Verkerke

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11 day of April, 2006, by June Verkerke, who is personally known to me or produced _____ as identification.



Handwritten signature
Notary Public, State of Florida
Name: Callie Walls-Ryan
My Commission Expires: _____
My Commission Number is: _____

JOINDER AND CONSENT

The undersigned, Carol Drumgoole, this 13 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Connie Ramos
Name: CONNIE RAMOS

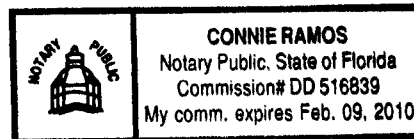
Paul L. Jorney
Name: PAUL L. Jorney

Carol Drumgoole

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of April, 2006, by CAROL Drumgoole, who is personally known to me or produced FL DL as identification.

Connie Ramos
Notary Public, State of Florida
Name: CONNIE RAMOS
My Commission Expires: 2/9/2010
My Commission Number is: DD 516839



JOINDER AND CONSENT

The undersigned, Lynne LeVelle, this 12th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Margaret L. Simone
Name: Margaret L. Simone

M. O'Brien
Name: Michael O'Brien

Lynne LeVelle

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15th day of April, 2006, by Lynne LeVelle, who is personally known to me or produced _____ as identification.

Sandra S. Warth
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____



Sandra S. Warth
Commission # DD529231
Expires May 15, 2010
Bonded Troy Pain - Insurance, Inc. 800-885-7019

JOINDER AND CONSENT

The undersigned, ALBERT F. PEPPE, this 10 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

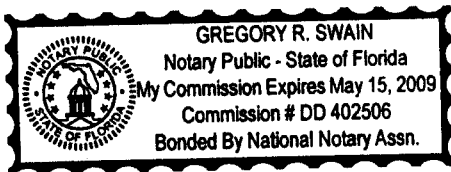
Witnesses:

Andrew T. Norgant
Name: Andrew T. Norgant

Timothy C. Abbott
Name: TIMOTHY C. ABBOTT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10 day of April, 2006, by Albert F. Pepe, who is personally known to me or produced Diocese License as identification.



Gregory R. Swain
Notary Public, State of Florida
Name: Gregory R. Swain
My Commission Expires: 5/15/2009
My Commission Number is: DD 402506

JOINDER AND CONSENT

The undersigned, Alyanne Peppe, this 17 day of April, 2006, joins in the foregoing Amendment and consents to the release of the K/R Property from the terms and conditions of the Declaration.

Witnesses:

Richard Browner
Name: Richard Browner
Teresa Browner
Name: TERESA BROWNER

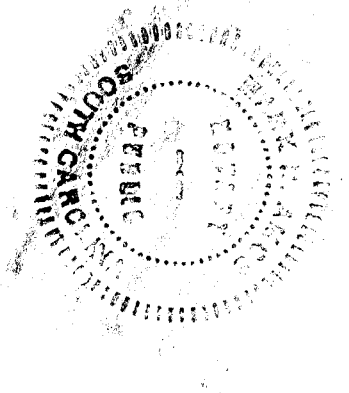
Suzanne Peppe

STATE OF ~~MISSISSIPPI~~ SOUTH CAROLINA
COUNTY OF ~~MISSISSIPPI~~ Horry

The foregoing instrument was acknowledged before me this 17th day of April, 2006, by Suzanne Peppe, who is personally known to me or produced _____ as identification.

Maek Amos

Notary Public, State of ~~Mississippi~~ SOUTH CAROLINA
Name: Maek Amos My Commission Expires
My Commission Expires: 8/30/14 August 30, 2014
My Commission Number is: _____



JOINDER AND CONSENT

The undersigned, Jewel Vaccinich, this 17th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

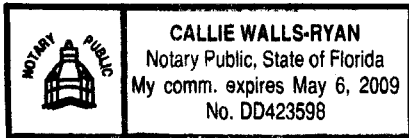
Witnesses:

Risa W. Ryan
Name: Risa W. Ryan
Sheryl Eckerman
Name: Sheryl Eckerman

Jewel Vaccinich

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17 day of April, 2006, by Jewel Vaccinich, who is personally known to me or produced _____ as identification.



Callie Walls-Ryan
Notary Public, State of Florida
Name: Callie Walls-Ryan
My Commission Expires: _____
My Commission Number is: _____

JOINDER AND CONSENT

The undersigned, Kirk Tobuck, this 10 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

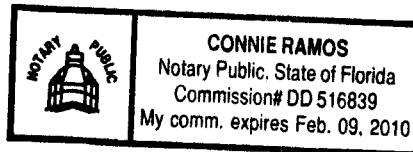
Connie Ramos
Name: CONNIE RAMOS
Jennifer Viola
Name: Jennifer Viola

Kirk Tobuck

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10 day of April, 2006, by Kirk Tobuck, who is personally known to me or produced _____ as identification.

Connie Ramos
Notary Public, State of Florida
Name: CONNIE RAMOS
My Commission Expires: 2/9/210
My Commission Number is: DD 516839



JOINDER AND CONSENT

The undersigned, Marjorie E Young, this 11 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

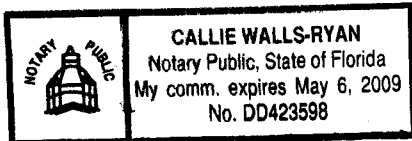
Witnesses:

Rita W Ryan
Name: Rita W Ryan
Querner
Name: Querner

Marjorie E Young

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11 day of April, 2006, by Marjorie E Young, who is personally known to me or produced _____ as identification.



Callie Walls-Ryan
Notary Public, State of Florida
Name: Callie Walls-Ryan
My Commission Expires: _____
My Commission Number is: _____

JOINDER AND CONSENT

The undersigned, Lindsay Ohlin, this 11 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Jennifer Viola
Name: Jennifer Viola

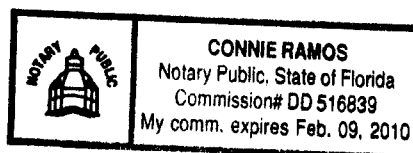
Lindsay Ohlin

Connie Ramos
Name: CONNIE RAMOS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11 day of April, 2006, by Lindsay Ohlin, who is personally known to me or produced _____ as identification.

Connie Ramos
Notary Public, State of Florida
Name: CONNIE RAMOS
My Commission Expires: 2/9/2010
My Commission Number is: DD 516839



JOINDER AND CONSENT

The undersigned, ELLEN E YOUNG, this 20 day of APRIL, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Michael Bialek
Name: MICHAEL BIALEK

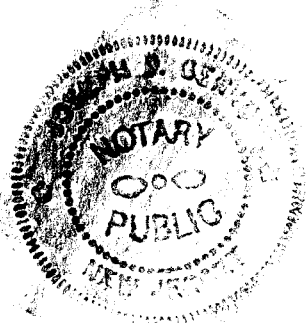
Ellen E Young

Otto Young
Name: OTTO YOUNG

STATE OF ~~FLORIDA~~ New Jersey
COUNTY OF ~~ST. JOHNS~~ Hunterdon

The foregoing instrument was acknowledged before me this 20 day of April, 2006, by Ellen E. Young, who is personally known to me or produced PA DMV License as identification.

Joseph D. Gerko
Notary Public, State of ~~Florida~~ New Jersey
Name: Joseph D. Gerko
My Commission Expires: _____
My Commission Number is: _____



JOSEPH D. GERKO
Notary Public - New Jersey
Hunterdon County
My Commission Expires November 17, 2008

JOINDER AND CONSENT

The undersigned, Mary McKerny, this 18th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Daisy E. Keller
Name: Daisy E. Keller
Albert J. Peipe
Name: ALBERT PEIPE

Mary McKerny

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by _____, who is personally known to me or produced _____ as identification.

Carrie Leigh Feldmann
Notary Public, State of Florida
Name: _____
My Commission Expires: _____
My Commission Number is: _____



JOINDER AND CONSENT

The undersigned, MICHAEL S MOTLEY, this 26 day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

[Signature]
Name: Charles R. Bergquist

[Signature]
Name: Amber K. Avello

Michael S Motley

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26 day of April, 2006, by _____, who is personally known to me or produced In Person as identification.



Patricia A. Bergquist
My Commission DD275991
Expires December 18, 2007

Patricia A. Bergquist
Notary Public, State of Florida
Name: PATRICIA A. BERGQUIST
My Commission Expires: 12/18/07
My Commission Number is: DD275991

JOINDER AND CONSENT

The undersigned, Yvonne Roddy, this 17th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

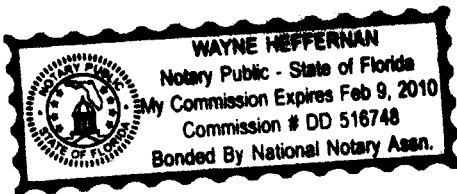
Wayne Heffernan
Name: Wayne Heffernan

Yvonne Roddy

Elena Lankau
Name: ELENA LANKAU

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 17 day of April, 2006, by Yvonne E. Roddy, who is personally known to me or produced DL as identification.



Wayne Heffernan
Notary Public, State of Florida
Name: Wayne Heffernan
My Commission Expires: 2-9-10
My Commission Number is: DP516748

JOINDER AND CONSENT

The undersigned, RUTH B DODDS
Ruth B Dodds, this 14 day of
APRIL, 2006, joins in the foregoing Amendment and consents to the release of the
 KB Property from the terms and conditions of the Declaration.

Witnesses:

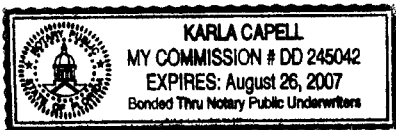
Karla Capell
 Name: Karla CAPELL

Ruth B Dodds

Beverly T Hall
 Name: Beverly T Hall

STATE OF FLORIDA
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of April,
 2006, by RUTH B DODDS, who is personally known to me or
 produced FD # D320-762-19-7560 as identification.



Karla Capell
 Notary Public, State of Florida
 Name: Karla CAPELL
 My Commission Expires: AUG 26, 2007
 My Commission Number is: DD245042

JOINDER AND CONSENT

The undersigned, JUDITH D. KERNAGHAN this 9th day of May, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Brandon O'Leary
Name: Brandon O'Leary

Stephanie Saccone
Name: Stephanie Saccone

Judith D. Kernaghan

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9 day of May, 2006, by Judith Kernaghan, who is personally known to me or produced FLA DL as identification.

Stephanie Saccone
Notary Public, State of Florida CT
Name: STEPHANIE SACCONI
My Commission Expires: 6-30-09
My Commission Number is: _____



JOINDER AND CONSENT

The undersigned, DEBORAH HENDERSHOT, this 14 day of APRIL, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Elizabeth Hendershot
Name: ELIZABETH HENDERSHOT Deborah Hendershot

Hazel J Fitzsimmons
Name: HAZEL J FITZSIMMONS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of April, 2006, by Deborah Hendershot, who is personally known to me or produced _____ as identification.



Hazel Joyce Fitzsimmons
Notary Public, State of Florida
Name: HAZEL JOYCE FITZSIMMONS
My Commission Expires: _____
My Commission Number is: _____

JOINDER AND CONSENT

The undersigned, Flora Elizabeth Hendershot, this 4th day of May, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

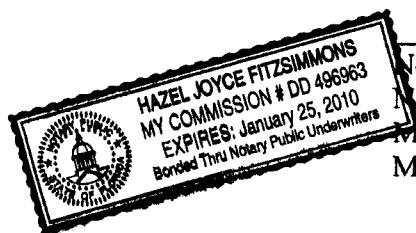
Hazel J Fitzsimmons
Name: Hazel Fitzsimmons

Lisa A Mendello
Name: LISA A. MONDELLO

Flora Elizabeth Hendershot

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4th day of MAY, 2006, by Flora Elizabeth Hendershot, who is personally known to me or produced X as identification.



Hazel Joyce Fitzsimmons
Notary Public, State of Florida
Name: HAZEL JOYCE FITZSIMMONS
My Commission Expires: _____
My Commission Number is: _____

JOINDER AND CONSENT

The undersigned, Cori Walsh, this 10th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

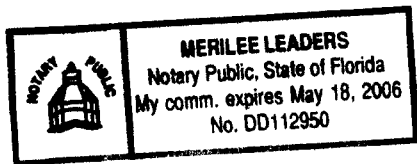
Patricia Nieboer
Name: Patricia Nieboer

Kelly M. Huentu
Name: Kelly M. Huentu

Cori Walsh

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of April, 2006, by Cori Walsh, who is personally known to me or produced _____ as identification.



Merilee Leaders
Notary Public, State of Florida
Name: MERILEE LEADERS
My Commission Expires: 5-18-06
My Commission Number is: DD112950

JOINDER AND CONSENT

The undersigned, Jeremy Walsh, this 5th day of May, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

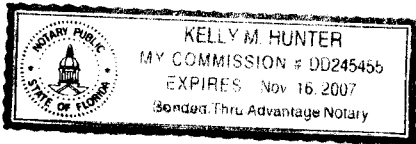
Witnesses:

Lorraine Gallo
Name: LOBBANE GALLO

Corrie Seterno
Name: Corrie Seterno

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5th day of May, 2006, by Jeremy Walsh, (who is personally known to me) or produced _____ as identification.



Kelly M. Hunter
Notary Public, State of Florida
Name: Kelly M. Hunter
My Commission Expires: Nov. 16, 2007
My Commission Number is: DD245455

JOINDER AND CONSENT

The undersigned, Deborah L. Riggs & James E. Riggs, this 6th day of May, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Mark Porter
Name: Mark Porter

Michael Porter
Name: Michael Porter

James E. Riggs
Deborah L. Riggs

STATE OF FLORIDA
COUNTY OF ST. JOHNS Nassau

The foregoing instrument was acknowledged before me this 8th day of May, 2006, by James E. & Deborah L. Riggs, who is personally known to me or produced _____ as identification.



LISA TAMMY BULLS
Notary Public, State of Florida
My comm. expires June 13, 2006
Comm. No. DD 125729

Lisa Tammy Bulls
Notary Public, State of Florida
Name: Lisa Tammy Bulls
My Commission Expires: 6/13/06
My Commission Number is: DD 125729

JOINDER AND CONSENT

The undersigned, CHARLENE BINDER, this 25th day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

D.L. Wiser
Name: D.L. WISER
Craig Day
Name: CRAIG DAY

Charlene Binder

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25th day of April, 2006, by Charlene Binder, who is personally known to me or produced _____ as identification.

NEAL R. NEWTON
Notary Public, State of Florida
My comm. exp. Sept. 3, 2007
Comm. No. DD 246941

NEAL R. NEWTON
Notary Public, State of Florida
Name: NEAL R. NEWTON
My Commission Expires: Sept. 3, 2007
My Commission Number is: 246941

JOINDER AND CONSENT

The undersigned, NADINE E. VERRIGNI, this 21st day of April, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Kristin Coulter
Name: Kristin Coulter
Brenda Marshall
Name: Brenda Marshall

Nadene E. Verrigni

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~ST. JOHNS~~ Onondaga

The foregoing instrument was acknowledged before me this 21st day of April, 2006, by Nadene E. Verrigni, who is personally known to me or produced Dr. License as identification.

Brian Henning
Notary Public, State of ~~Florida~~ State of New York
Name: Brian Henning
My Commission Expires: May 16, 2009
My Commission Number is: 01HE6126867

BRIAN HENNING
Notary Public, State of New York
No. 01HE6126867
Qualified in Onondaga County
Commission Expires May 16, 2009
4/21/06

JOINDER AND CONSENT

The undersigned, Valarie Hanson & Scot Halsne, this 1 day of May, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

Wayne M. Ditzik
Name: WAYNE M. DITZIK

Cynthia J. Ditzik
Name: CYNTHIA J. DITZIK

X Scot Halsne

X Valarie J. Hanson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 3 day of May, 2006, by Scot Halsne & Valarie Hanson, who is personally known to me or produced _____ as identification.



Doris S. Ayers
My Commission Expires July 07, 2006

Doris Ayers

Notary Public, State of Florida

Name: _____

My Commission Expires: 7/7/06

My Commission Number is: _____

EXHIBIT A

A PARCEL OF LAND BEING THE SOUTHERLY PORTION OF PROPERTY KNOWN AS VILLA DEL RAY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SITUATED IN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHN COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE $88^{\circ}32'53''$ WEST ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3, 500.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH $88^{\circ}32'53''$ WEST ON SAID SOUTH LINE OF GOVERNMENT LOT 3, 266.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO S-3, A 100 FOOT WIDE RIGHT-OF-WAY AS PRESENTLY LAID OUT; THENCE RUNNING ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD A1A NORTH $12^{\circ}49'48''$ WEST 801.67 FEET TO A POINT; THENCE RUNNING THROUGH THE SAID LANDS KNOWN AS VILLA DEL REY SUBDIVISION ALONG THE NORTHERLY BOUNDARY OF THE LANDS HEREIN DESCRIBED THE FOLLOWING COURSES AND DISTANCES. SOUTH $83^{\circ}49'48''$ EAST, 143.67 FEET; NORTH $75^{\circ}52'20''$ EAST 144.69 FEET; THENCE NORTH $86^{\circ}21'22''$ EAST 174.48 FEET TO A POINT ON THE EAST LINE OF THE PARCEL HEREIN DESCRIBED; SAID EAST LINE ALSO BEING THE WEST BOUNDARY OF LANDS NOW OR FORMERLY KNOWN AS ATLANTIC OAKS FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 39, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUNNING ALONG SAID WEST LINE OF ATLANTIC OAKS, SOUTH $00^{\circ}55'00''$ WEST, 819.47 FEET TO THE POINT OF THE BEGINNING.

SCHEDULE A

SCHEDULE A

All that part of Government Lot 3, Section 3, Township 8 South, Range 30 East, lying east of State Road 85-3 in St. Johns County, Florida, and more particularly described as follows:

Commencing at the SE corner of Government Lot 3, thence run N. 88° 29' west 748.04 feet to the east right-of-way of line of State Road 85-3; thence run North 12° 49' west 1362.41 feet along the east right-of-way line of State Road 85-3 to a point; thence run South 88° 29' east along the north line of Government Lot 3, 1091.5 feet to the east line of Government Lot 3; thence south 65° 55' west 1320 feet to the SE corner of Lot 3, and the point of beginning. (except the east 500 feet of said parcel recorded as Atlantic Oaks Subdivision & Atlantic Oaks 1st Addition.)

Less and except the following property:

A PARCEL OF LAND BEING THE SOUTHERLY PORTION OF PROPERTY KNOWN AS VILLA DEL RAY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SITUATED IN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHN COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE 88°32'53" WEST ON THE SOUTH LINE OF SAID GOVERNMENT LOT 3, 500.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST CORNER OF THE LANDS HEREIN DESCRIBED; THENCE CONTINUE NORTH 88°32'53" WEST ON SAID SOUTH LINE OF GOVERNMENT LOT 3, 266.23 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO S-3, A 100 FOOT WIDE RIGHT-OF-WAY AS PRESENTLY LAID OUT; THENCE RUNNING ALONG THE SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD A1A NORTH 12°49'48" WEST 801.67 FEET TO A POINT; THENCE RUNNING THROUGH THE SAID LANDS KNOWN AS VILLA DEL REY SUBDIVISION ALONG THE NORTHERLY BOUNDARY OF THE LANDS HEREIN DESCRIBED THE FOLLOWING COURSES AND DISTANCES. SOUTH 83°49'48" EAST, 143.67 FEET; NORTH 75°52'20" EAST 144.69 FEET; THENCE NORTH 86°21'22" EAST 174.48 FEET TO A POINT ON THE EAST LINE OF THE PARCEL HEREIN DESCRIBED; SAID EAST LINE ALSO BEING THE WEST BOUNDARY OF LANDS NOW OR FORMERLY KNOWN AS ATLANTIC OAKS FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 39, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUNNING ALONG SAID WEST LINE OF ATLANTIC OAKS, SOUTH 00°55'00" WEST, 819.47 FEET TO THE POINT OF THE BEGINNING.

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SERENITY BAY**

THIS DOCUMENT PREPARED BY:

**LYNDA R. AYCOCK
ROGERS TOWERS, P.A.
1301 RIVERPLACE BOULEVARD,
SUITE 1500
JACKSONVILLE, FL. 32207**

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FOR
SERENITY BAY

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**DECLARATION
OF
COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
SERENITY BAY**

THIS DECLARATION is made this 10th day of October, 2006, by KB Home Jacksonville, LLC, a limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Serenity Bay Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on

Exhibit D attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer**. KB Home Jacksonville, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any waterbody contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner**. The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open

space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV THE ASSOCIATION

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iii) December 31, 2012; or

(iv) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PUD;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided

only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 **Easement for Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration.

The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI ARCHITECTURAL CONTROL

Section 6.1 **Architectural Review and Approval.** Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Variance.** The Developer and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.6 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions,

consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the

Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Areas.

(e) Upon the first conveyance of a Lot by the Declarant to a new owner other than a person or entity affiliated with the Developer, an Initial Capital Contribution Assessment of \$400 will be due and payable. No Lot will be subject to more than one (1) Initial Capital Contribution Assessment.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer

shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII

EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance**. The Association shall have the right, but not the obligation, to provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.3 and 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access**. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, waterbody, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection**. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service**. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X USE RESTRICTIONS AND RIGHTS AND **EASEMENTS RESERVED BY DEVELOPER**

Section 10.1 **Residential Use**. The Lots subject to this Declaration shall be utilized for single family residential purposes. No business or business activity shall be carried on in any Lot at any time; provided, however, that, to the extent allowed by applicable zoning laws, private business activities may be conducted in a Lot as long as such use is incidental to the primary residential use of the Lot and does not violate any applicable law, involve any exterior signage or advertising of the Lot as a place of business, require frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications or security problems for the Property. In the event of a dispute as to whether business activities within a Lot meets the requirements of this section, the decision of the Board of Directors is conclusive.

The above provisions shall not preclude (i) such business activity of the Association or any Management Agent as is reasonably required for the effective operation of the Property and the Association, (ii) the use, rental or leasing of any Lot or Common Area as permitted by the Declaration or for activities determined by the Board of Directors to be beneficial to the Association or the Owners; (iii) showing of any Lot for sale or permitted leasing purposes during normal business hours and in accordance with any reasonable procedures established by the Board of Directors to

preserve a congenial, pleasant, safe and dignified living atmosphere, and (iv) business operations of the Developer, its agents, successors, assigns or designees during the period of marketing or managing the Property, including, without limitation, leasing, sales, administration, storage, or similar activities.

No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 10.2 **No Detached Buildings**. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.3 **Setbacks**. Setbacks shall comply with setbacks in the applicable zoning ordinance, Ordinance 2004-75, as amended from time to time.

Section 10.4 **Landscaping**. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties, or such other grass varieties as may be approved by the ARB from time to time, will be required as set forth in the architectural criteria established pursuant to Article VI hereof. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway where such Lot abuts a roadway.

Section 10.5 **Motor Vehicles and Boats**. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 10.6 **Nuisances**. Nothing shall be done or maintained on any Lot that may be or become an annoyance or nuisance to any party. Any activity on a Lot that interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.7 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.8 **Waterbodies.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from any waterbody in, adjacent to, or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such waterbody, lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of waterbodies and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such waterbody. No gas or diesel driven boat shall be permitted to be operated on any waterbody. Lots which now or may hereafter be adjacent to or include a portion of a waterbody (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the waterbody and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.15 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until they are approved by the Developer and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any waterbody adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such waterbody. The use of the surface waters of any such waterbody shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 12.9 HEREOF.

Section 10.9 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction. If and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs ("VA") or the U.S. Department of Housing and Urban Development ("HUD"), or otherwise as determined by the Board of Directors,

the Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain or cause to be obtained the following insurance:

(a) for all insurable improvements, whether or not located on Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts;

(b) a public liability policy covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00); and,

(c) such other insurance necessary to satisfy the requirements of applicable laws or deemed necessary in the sole discretion of the Board.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 10.10 **Window Treatments.** No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or for any other purpose.

Section 10.11 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.12 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, signage used during the construction of homes within the Property, including directional signage, shall be solely subject to the approval of the Developer.

Section 10.13 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.14 **Animals.** All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. All pets shall be walked only in that part of the Common Area designated by the Association for that purpose. Any Owner maintaining a pet shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of the Association. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have

the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.15 **Maintenance of Lots and Limited Common Areas.** After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area (except in Conservation Tracts or Natural Vegetative Buffers). No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and waterbody edge maintenance, all in a manner with such frequency as is consistent with good property management and the rules and regulations of the St. Johns River Water Management District ("SJRWMD"). In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.16 **Fences.** Except as approved by the Developer as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.17 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.18 **Window Air Conditioning.** No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.19 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.20 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.21 **Swimming Pools.** No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the ARB and in no event shall any above-ground swimming pool be permitted.

Section 10.22 **Gardens and Play Equipment.** No vegetable garden, hammock, statuary or play equipment (including, without limitation, basketball goals) shall be constructed, erected or maintained upon any Lot unless the type and location thereof has been previously approved by the ARB.

Section 10.23 **Mailboxes.** All mailboxes and mailbox posts shall be of a similar style and color as that installed initially by Developer or a builder.

Section 10.24 **Exteriors.** Any change to the exterior color, finish or texture of any improvement located on a Lot, including, without limitation, the dwelling, the roof on any dwelling or any fence, must be approved by the ARB.

Section 10.25 **Clothesline.** No exterior clothesline of any type shall be permitted upon any Lot.

Section 10.26 **Entry Features.** Owners shall not alter, remove or add improvements to any entry features constructed by Developer on any Lot, or any part of any easement area associated therewith without the prior written consent of the ARB.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.3 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and

television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.4 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, waterbodies, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.5 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII **GENERAL PROVISIONS**

Section 12.1 Remedies for Violations.

(a) If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial, arbitration, or mediation preparation, trial, arbitration, mediation and appellate proceedings and in bankruptcy. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

(b) In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(c) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(d) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement

Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(e) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(f) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(g) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(h) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(i) All monies received from fines shall be allocated as directed by the Board of Directors.

(j) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(k) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge,

change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided.

So long as Developer owns a Lot, no Developer related amendment shall be made to the Declaration, to any Supplemental Declaration, to the Articles, Bylaws, Rules and Regulations, or any other similar Association document, nor shall any such Developer related amendments or documents be executed, adopted or promulgated by the Association or the Board of Directors unless such Developer related amendment or document shall be specifically approved in writing by Developer in advance of such execution, adoption, promulgation and recording. Any of the following shall be considered to be a Developer related amendment:

- (a) Discriminates or tends to discriminate against Developer as an Owner or otherwise;
- (b) Directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other Owners;
- (c) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (d) Denies the right of Developer to convey the Common Areas to the Association;
- (e) Modifies the basis or manner of Association assessments as applicable to Developer or any Lots owned by Developer;
- (f) Modifies the provisions of Article VI (architectural control) as applicable to Developer or any Lots owned by Developer;
- (g) Denies the right to Developer, its contractors and subcontractors, to maintain temporary construction trailers, sheds or other buildings upon the Property; or

Alters or repeals any of Developer's rights or any provision applicable to Developer's rights as set forth in any provision of this Declaration or other document applicable to Developer.

The decision to approve or not approve any Developer related document or Amendment by Developer shall be in the sole and absolute discretion of Developer and Developer shall not be liable to the Association, its Members or any party as a result of granting or refusing to grant such approval.

Subject to the foregoing, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by:

(1) Developer, until transition of the Association control from Developer to non-Developer Members as contemplated by Section 720.307, Florida Statutes or

(2) By Owners holding not less than two-thirds vote of the membership in the Association or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote two-thirds (2/3) of the total votes of the Association at a meeting of the Members called for such purpose. Any amendment must be properly recorded in the Public Records of the County to be effective.

Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common Area, and amendment of this Declaration.

Section 12.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.8 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 12.9 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE

AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

ARTICLE XIII

ENVIRONMENTAL PROTECTION PROVISIONS

Section 13.1 Definitions:

- (a) **Conservation Tract.** Areas designated on the Plat as "Conservation Tract."
- (b) **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

Section 13.2 Maintenance of Surface Water or Stormwater Management System. The Association shall maintain all waterbodies, lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), and the City of Jacksonville, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by local, state and federal authorities having jurisdiction.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water and Stormwater Management System. Maintenance of the Surface Water and Stormwater

Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD.

All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the SJRWMD.

Section 13.3 **Association Powers and Duties.** The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with SJRWMD Permits No. 42-109-76720-1 requirements and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants herein contained. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Section 13.4 **Assessments.** Assessments (as provided in Article VII) shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements.

Section 13.5 **Jurisdictional Areas and Permits.** **THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE PERMITS ISSUED BY THE ACOE, SJRWMD OR OTHER ENVIRONMENTAL AGENCIES ("PERMITS").**

THE PERMITS ARE, OR WILL BE, OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION TRACTS (INCLUDING CONSERVATION EASEMENTS) SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS.

IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

Section 13.6 **Permit Responsibilities and Indemnification.** The Association shall be solely responsible for maintenance and operation of the Surface Water or Stormwater Management System pursuant to the Permit and the plat of the Subdivision. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **Easements.** The Association shall have a perpetual non-exclusive easement for drainage over the entire surface water and stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD.

Section 13.8 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards. These easements shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration or to disturb any Conservation Tract or jurisdictional wetland area. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 13.9 **Enforcement.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the SJRWMD, and it shall be the Association's responsibility to assist the SJRWMD in any such enforcement proceedings.

Section 13.10 **Amendment.** Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD.


Section 13.11 **Dissolution.** This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD.


IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 10th day of OCTOBER, 2006.

Signed, sealed and delivered
in the presence of:

KB Home Jacksonville LLC
a Delaware limited liability company


(Print Name) Chris Phillips

By: 
Name: James Hissam
Title: Director of Land


(Print Name) Caroline E Pearlmuter

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 10th day of OCTOBER, 2006, by Jim HISSAM as Director of Land of KB Home Jacksonville LLC on behalf of the Delaware limited liability company.



Gerald W. Doyle
Commission #DD300237
Expires: Apr 09, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

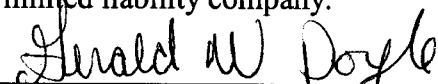

(Print Name GERALD W. DOYLE)
NOTARY PUBLIC, State of
Florida at Large
Commission # DD300237
My Commission Expires: 04/09/08
Personally Known ☒
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT A**Legal Description of the Property**

All of Serenity Bay, according to plat in Map Book 58, pages 89-92, St. Johns County, Florida records, being a plat of the following described lands:

A TRACT OF LAND BEING A REPLAT OF A PORTION OF VILLA DEL REY, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND LYING WITHIN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE BEACH, ST. JOHN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3 FOR A POINT OF REFERENCE; THENCE N88°29'00"W, ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 3, FOR 500.00 FEET TO THE SOUTHWEST CORNER OF ATLANTIC OAKS—FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 39 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE N88°29'00"W ALONG SAID LINE, FOR 266.18 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 3 (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE N12°49'06"W, ALONG THE EASTERLY LINE OF SAID STATE ROAD NO. 3, FOR 770.13 FEET; THENCE S83°45'45"E, FOR 125.85 FEET; THENCE N50°08'02"E, FOR 81.38 FEET; THENCE N75°52'20"E, FOR 84.06 FEET; THENCE N86°21'22"E, FOR 173.91 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF ATLANTIC OAKS—FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 39 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE S00°55'00"W, ALONG THE WESTERLY LINE OF SAID ATLANTIC OAKS—FIRST ADDITION, FOR 817.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.466 ACRES, MORE OR LESS.

Exhibit "B"

**ARTICLES OF INCORPORATION
FOR
SERENITY BAY HOMEOWNERS ASSOCIATION, INC.
A Florida not-for-profit corporation**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation is SERENITY BAY HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws". The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants, Restrictions and Easements for Serenity Bay.

**2
OFFICE**

The principal office and mailing address of the Association shall be at 10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**3
REGISTERED AGENT**

Gerald W. Doyle, whose address is 10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256 or at such other place as the Board of Directors may from time to time designate.

**4
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Covenants, Restrictions, and Easements for Serenity Bay recorded (or to be recorded) in the Public Records of St. Johns County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Property thereof for the benefit of the Owners who become members of the Association.

5 POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties including without limitation to the maintenance and operation of the Water Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the consent of the Owners with voting power representing two thirds of the votes.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners,
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.
 - (g) To contract for the management and maintenance of the Common Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers

shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.

- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Property.
 - (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
 - (j) To operate, maintain and manage the Surface Management System in a manner consistent with the Water Management District Permit No. 42-109-76720-1 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.
- 5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapters 617 and 720, Florida Statutes) and as may be approved by the Water Management District, with respect to the transfer of the Water Management System.

- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws. The provisions of the Declaration shall control over those of the Articles and Bylaws; the provisions of the Articles shall control over the provisions of the Bylaws.

6 MEMBERS

- 6.1 Membership. The members of the Association shall consist of the record title owners of Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot or Unit.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Unit for which that share is held.
- 6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A Members shall be all Owners, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one vote for each Unit or Lot owned by such member.

Class B Member. The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or
- (c) December 31, 2012; or
- (d) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may

elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.
- 6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Lynda R. Aycock	1301 Riverplace Boulevard, Suite 1500 Jacksonville, FL 32207

8
TERM OF EXISTENCE

Existence of the Association shall commence with the filing of theses Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. Provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Water Management District prior to such termination, dissolution or liquidation.

9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the

officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u> Gerald W. Doyle	10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256
<u>Vice President:</u> William Buckley	10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256
<u>Secretary/Treasurer:</u> Carrie Pearlmutter	10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256

10
DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gerald W. Doyle	10475 Fortune Parkway Suite
William Buckley	100, Jacksonville, Florida 32256
Carrie Pearlmutter	

- 10.6 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

11

INDEMNIFICATION PROVISIONS

- 11.1 Indemnities. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnatee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of

liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
 - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
 - (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - 2. if a quorum of the directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
 - (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents

may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that: (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 7.7; or (c) the director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of

whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (d) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnatee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (e) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

12 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

13 AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds of the votes of the members of the Association who have voting power at the time of such amendment.
- 13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of St. Johns County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

14

INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Gerald W. Doyle.

15

APPROVAL OF FHA/VA

In the event that a mortgage on a Unit or a Lot is guaranteed by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA"), then for so long as there is a Class B Membership, there shall be approval of the FHA or VA to the following actions: (i) Annexation of additional properties, mergers and consolidations of the Association, mortgaging of Common Property, dissolution or amendment of these Articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



Lynda R. Aycock
Incorporator

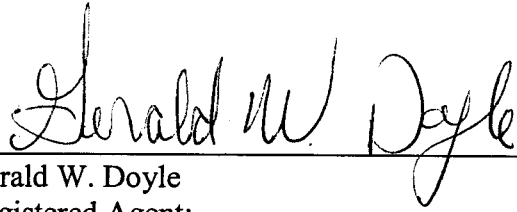
Dated this 10th day of October, 2006.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First --That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Duval, State of Florida, the Association named in the said articles has named Gerald W. Doyle whose address is 10475 Fortune Parkway Suite 100, Jacksonville, Florida 32256 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Gerald W. Doyle
Registered Agent:

DATED this 10th day of OCTOBER, 2006.

JAX1 #577711 v2

Jax\899051_1

Exhibit "C"

**BYLAWS
OF
SERENITY BAY HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Covenants and Restrictions for SERENITY BAY HOMEOWNERS ASSOCIATION, INC.

**2
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 3 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**4
REGISTERED AGENT**

The initial Registered Agent is Gerald W. Doyle, whose address is 10475 Fortune Parkway, Suite 100, Jacksonville, Florida 32256 or at such other place as the Board of Directors may from time to time designate.

**5
BOARD OF DIRECTORS**

5.1 After Transition as defined in Section 720.307, Florida Statutes, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

5.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

5.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

5.4 Subject to the provisions of Section 5.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

5.5 Subject to the provisions of Section 5.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

5.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

5.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

5.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

5.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

5.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

5.11 If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members 14 days notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

6

RECALL OF DIRECTORS

6.1 Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of association control, any member of the Board or Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes.

7

OFFICERS

7.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

7.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of

Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

7.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

7.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

8 MEETINGS OF MEMBERS

8.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

8.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote 10% of all the votes of the entire membership, or who have a right to vote 10% of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

8.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

8.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

8.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

8.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

8.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these Bylaws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

9

AMENDMENTS

9.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these Bylaws and the Articles of Incorporation prior to the Transition of control to the Members as provided in Section 720.307, Florida Statutes.

9.2 In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

9.3 So long as there is a Class B Membership, all amendments to the Bylaws shall be approved by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA").

10 OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:

- (i) Accurate, itemized, and detailed records for all receipts and expenditures;
- (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Unit Owners:

- (1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (2) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.
- (3) Disciplinary, health, insurance, and personnel records of the Association's employees.
- (4) Medical records of Unit Owners or community residents.

11

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

11.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that a Unit Owner demonstrate any proper purpose

for the inspection, state any reason for the inspection, or limit a Unit Owner's right to inspect records to less than one 8-hour business day per month. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Unit Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

11.2 The fiscal year of the Association shall be the twelve-month period commencing January 1st and terminating December 31st of each year.

11.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

11.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

11.5 Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the Association's total annual revenues, as follows:

1. An association with total annual revenues of \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements.
2. An association with total annual revenues of at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements.
3. An association with total annual revenues of \$400,000 or more shall prepare audited financial statements.

(b)

1. An association with total annual revenues of less than \$100,000 shall prepare a report of cash receipts and expenditures.

2. An association in a community of fewer than 50 parcels, regardless of the association's annual revenues, may prepare a report of cash receipts and expenditures in lieu of financial statements required by paragraph (a) unless the governing documents provide otherwise.

3. A report of cash receipts and disbursement must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes; costs for recreation facilities; expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves, if maintained by the Association.

(c) If 20 percent of the Unit Owners petition the Board for a level of financial reporting higher than that required by this section, the Association shall duly notice and hold a meeting of Members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the Unit Owners, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special Assessment to pay for the financial report regardless of any provision to the contrary in the governing documents, and shall provide within 90 days of the meeting or the end of the fiscal year, whichever occurs later:

1. Compiled, reviewed, or audited financial statements, if the Association is otherwise required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the Association is otherwise required to prepare compiled financial statements; or

3. Audited financial statements, if the Association is otherwise required to prepare reviewed financial statements.

(d) If approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may prepare or cause to be prepared:

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

11.6 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles or (b) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

As to the provisions of Section 11.5 and 11.6 above, any amendment to Section 720.303(6) and (7) shall automatically amend Section 10.5 and 10.6 so that the same remain consistent with Section 720.303 (6) and (7), Florida Statutes.

12 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds 10 percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

13 DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes. The current requirements are set forth in Exhibit A to these Bylaws.

Exhibit A DISCLOSURE

A PROSPECTIVE UNIT OWNER IN A COMMUNITY MUST BE presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY FOR SERENITY BAY

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$_____ PER _____.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE LOT OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD

REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DECLARANT.

DATE:

PURCHASER: _____

PURCHASER: _____

(a) The disclosure must be supplied by the Declarant, or by the Unit Owner if the sale is by an owner that is not the Declarant. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

EXHIBIT D

Common Area

The developer hereby designates all of the following tracts in Serenity Bay, according to plat in Map Book 58, pages 89 through 92, St. Johns County, Florida records, as Common Areas for the intended use, enjoyment, and maintenance by Serenity Bay Association, Inc., a Florida not for profit corporation:

Tract A – Passive Recreation Area;

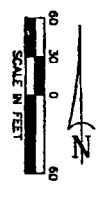
Tract B – Open Space;

Tract C – Stormwater Management Area;

Tract D – Stormwater Management Area, and,

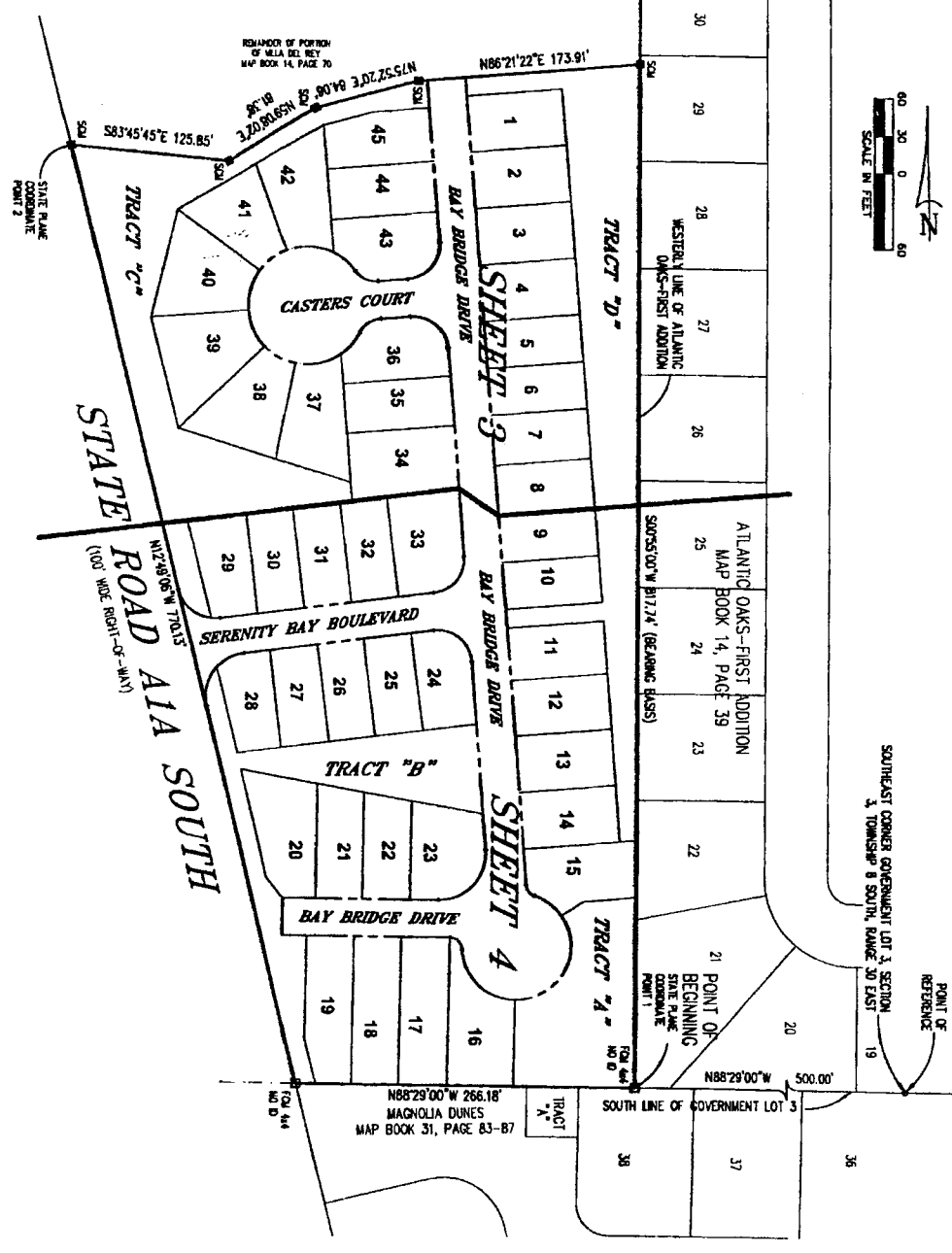
Serenity Bay Boulevard, Bay Bridge Drive, and Casters Court

M:\Survey\7860\061\033\Plot\SERENITY BAY PLAT.dwg



SERENITY BAY
MAP BOOK 58, PAGE 90
SHEET 2 OF 4

AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA
AND LYING WITHIN SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST
CITY OF ST. AUGUSTINE BEACH, ST. JOHNS COUNTY, FLORIDA



NOTES:
1. ALL PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
2. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
3. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
4. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
5. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
6. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
7. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
8. THE EXISTING PLATTED LOTS ARE SHOWN WITH THE EXISTING LINE OF ATLANTIC OAKS- FIRST ADDITION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WHICH IS A RECORD OF A RECORD.
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LEGEND

- 1. LOT 1
- 2. LOT 2
- 3. LOT 3
- 4. LOT 4
- 5. LOT 5
- 6. LOT 6
- 7. LOT 7
- 8. LOT 8
- 9. LOT 9
- 10. LOT 10
- 11. LOT 11
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- 14. LOT 14
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- 37. LOT 37
- 38. LOT 38
- 39. LOT 39
- 40. LOT 40
- 41. LOT 41
- 42. LOT 42
- 43. LOT 43
- 44. LOT 44
- 45. LOT 45

JOB # 7860-061-033

K i m
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SUITE 100
TALLAHASSEE, FLORIDA 32310
TEL: 904/833-1111
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