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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF VILANO OAKS**

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
VILANO OAKS

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
VILANO OAKS

THIS DECLARATION is made and entered into this 24 day of ^{March} ~~January~~ 2002, by Vilano Oaks Development, Inc., a Florida corporation, the "Declarant".

RECITALS:

A. Declarant is the owner of certain real property located in St. Johns County, Florida described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Declarant intends to develop the Property into a community to be known as Vilano Oaks.

C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 "Articles" shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit B.

1.2 "Association" shall mean Vilano Oaks Homeowners Association, Inc., its successors and assigns.

1.3 "Board" shall mean the board of directors of the Association.

1.4 "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.

1.5 "Common Area" shall mean all real property, if any, (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners.

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Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

1.6 "Common Assessments"

shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

1.7 "Common Expenses" shall mean the actual and estimated expenses incurred by the Association for the operation, maintenance, and repair of the Common Area (and all improvements thereon), the Surface Water Management System, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents.

1.8 "Common Maintenance Area" shall mean all real property from time to time designated by Declarant or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

1.9 "Conservation Area" or "Conservation Easement Areas" shall mean all conservation areas, if any, designated by Declarant or its successors and assigns upon the Plats (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.

1.10 "County" shall mean and be defined as St. Johns County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.11 "Declarant" shall mean Vilano Oaks Development, Inc., a Florida corporation, and its successors and assigns. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.12 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Vilano Oaks.

1.13 "Governing Documents" shall mean and collectively refer to this Declaration, the Articles, and Bylaws.

1.14 "Institutional Lender" shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

1.15 "Lot" shall mean any plot of land intended for use as a site for a Residence and which is shown as a lot upon any recorded Plat of the Property.

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1.16 "Member" shall mean every person or entity who is an Owner and in being such the Owners comprise the membership of the Association.

1.17 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.18 "Person" shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.19 "Plat" or "Plats" shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of the County.

1.20 "Property" shall mean the real property described in Exhibit A attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

1.21 "Residence" means any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.

1.22 "SJRWMD" shall mean the St. Johns River Water Management District.

1.23 "Streets" shall mean the rights-of-way of and for all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plats, together with all paving, curbing, gutters, swales, sidewalks, and other improvements, facilities, and appurtenances from time to time located therein, including street lights and utility lines, conveyed by Declarant to the Association as Common Area pursuant to the provisions of this Declaration; but, specifically excluding, however, such utility lines, facilities, and appurtenances as are located within such rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

1.24 "Surface Water Management System" shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented, and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use, reuse, and otherwise manage and control surface stormwater drainage on and discharges from the Property in order to prevent or reduce flooding, overdrainage, water pollution, or other environmental degradation or otherwise affect the quality, quantity, and/or rate of flow of surface stormwater drainage on and discharges from the Property in accordance with and pursuant to the permit or permits issued by SJRWMD (the "Permit") and as reflected on the construction plans approved by the County, and includes all land, easements, improvements, facilities, and appurtenances which together constitute and comprise those portions of the surface water management and drainage system for the Property. The Surface Water Management System shall extend over all land, if any, located in the

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environmental and conservation easement areas, drainage easement areas and other water management areas in the Property.

ARTICLE II PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

2.1.1 The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.1.2 The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless such mortgage, dedication, or transfer is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association and an instrument agreeing to such mortgage, dedication, or transfer is recorded in the public records of the County. If any Owner's ingress or egress to his Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to that Owner's easement.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

2.3 Utility Easements. There are hereby created, declared, granted to and reserved for the benefit of Declarant, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property and their respective successors and assigns a non-exclusive perpetual easement for utility purposes over, under, upon and within the rights-of-way of and for all Common Area and all utility easements and utility easement areas shown on the Plats or otherwise reserved, declared, or created pursuant to this Declaration for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing, from time to time, any and all utility lines, mains, systems, equipment, and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements shall include, without limitation, those providing electric power, natural gas, telephone, potable water and cable television and other telecommunications services.

2.4 Drainage Easements. There is hereby created, declared, granted to and reserved for the benefit of Declarant, the Association, all Owners, and all Lots a non-exclusive perpetual easement for storm water collection, retention, detention, treatment, and drainage over, under, upon, and

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within the rights-of-way of and for all Streets and all drainage easements and drainage easement areas, if any, shown on the Plats or otherwise created, declared, granted, or reserved by Declarant pursuant to this Declaration, together with an easement and license to enter upon such Streets and such drainage easements and drainage easement areas for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing any and all storm water drainage and surface water management systems, improvements, and facilities from time to time located therein or thereon in accordance with and as required by the Permit. Additionally, Declarant, for the benefit of itself, the Association, all Owners and all Lots hereby reserves drainage easements over any and all other portions of the Property, including the Common Area, as may be reasonably required from time to time, in order to provide storm water drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or the Common Area affected thereby or any improvements from time to time placed, located, constructed, erected, or installed thereon. The drainage easements hereinabove created, declared, granted, and reserved contemplate the construction of all storm water drainage improvements and facilities shown on the plans for the Surface Water Management System as approved by the County and SJRWMD pursuant to the latter's Permit, as supplemented, modified and amended from time to time, and any replacement or supplemental permits, including, without limitation, construction permits, issued by SJRWMD, and such additional or supplemental facilities as may reasonably be required to provide adequate storm water drainage and surface water management to all portions of the Property. No alterations of the Surface Water Management System and its facilities and appurtenances shall be permitted without the prior written consent and approval of SJRWMD, the County and Declarant.

2.5 Emergency Drainage Easement. There is hereby created, declared and granted to and for the benefit of the County and SJRWMD, a non-exclusive perpetual easement over, under, upon and within the rights-of-way of and for all Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that the County and/or SJRWMD shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the County and/or SJRWMD as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the County and/or SJRWMD in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the County and/or SJRWMD any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

2.6 Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Declarant and/or its affiliate(s) together with the right to grant, assign and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Declarant for the construction of residences within the Property,

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an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Declarant and/or its affiliate(s) and their respective authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature.

2.7 Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

2.8 Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

2.9 Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

2.10 Future Easements. There is hereby reserved to Declarant and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Declarant, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single family residential home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of the

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owner of the particular portion of the Property over which any such further or additional easement is granted or required.

2.11 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Appurtenant. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. The Association shall have two classes of voting membership:

3.2.1 Class A Membership. "Class A Members" or "Class A Membership" shall be all Owners, with the exception of Declarant, and 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. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

3.2.2 Class B Membership. The "Class B Member" or "Class B Membership" shall be Declarant. The Class B Member shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following events:

3.2.2.1 Three (3) months after Declarant is no longer the record owner of at least ten percent (10%) of all Lots which are ultimately platted and developed in the Property.

3.2.2.2 The date exactly ten (10) years after the initial recording of this Declaration among the Public Records of the County.

3.2.2.3 Declarant may elect to convert its Class B Membership to Class A Membership upon thirty (30) days written notice to the Board (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

In the event additional Lots are added to the Association by annexation pursuant to Article IV of this Declaration after the Class B Membership shall cease under Section 3.2.2.1 of this Article, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

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ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION
AND ADDITIONS TO THE PROPERTY

4.1 Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

4.2 Additions to the Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

4.3 Annexation of Property. Real property may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

4.4 Platting. As long as there is a Class B Membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

4.5 Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

4.6 Withdrawal of Property. Declarant shall have the right to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration without the joinder, ratification, or approval of the Association, any Owner, or any lienholder (the "Withdrawn Property"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of the County an instrument which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the

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Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Declarant shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

4.7 Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

ARTICLE V FUNCTIONS OF THE ASSOCIATION

5.1 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.2 Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

5.2.1 All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board.

5.2.2 Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Area.

5.2.3 Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.

5.2.4 Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

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5.2.5 Conducting business of the Association, including arranging for administrative services such as legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.

5.2.6 Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

5.2.7 Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.

5.2.8 Except for services relating to the Surface Water Management System performed by the County, the maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by SJRWMD.

5.3 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

5.3.1 Such other services as are authorized in the Governing Documents.

5.3.2 Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

ARTICLE VI COMMUNITY WALLS

6.1 Community Walls. Declarant or the Association may construct walls or fences (the "Community Wall(s)") in the Common Area, easement, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, or for any other reason at the sole discretion of Declarant or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association.

6.2 Maintenance of Community Walls. Community Wall maintenance and repair shall be performed by the Association.

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6.3 Easement for Community Walls. An easement is hereby created in favor of Declarant and the Association for the construction, management, inspection, painting, maintenance, and repair of Community Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Community Wall. Entry upon a Lot by Declarant, the Association, or their agents, as provided herein, shall not be deemed a trespass.

ARTICLE VII COVENANT FOR ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to his Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Common Assessments, Special Assessments, Specific Assessments, and assessments for the costs of maintenance and operation of the Surface Water Management System.

All assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

7.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, Surface Water Management System, easement area benefiting the Property, right-of-way area adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

7.3 Common Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year a Common Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Common Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration.

7.4 Maximum Annual Common Assessment. Until January 1 of the year immediately following the conveyance of the first lot to any Owner, the maximum annual Common Assessment shall be Two Hundred Twenty Five Dollars (\$225.) per lot.

7.4.1 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Common Assessment may be increased each year by fifteen percent (15%) above the maximum annual Common Assessment for the previous year unilaterally by the Board without the affirmative vote of or confirmation by the Members.

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7.4.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, any increase in the maximum annual Common Assessment more than fifteen percent (15%) of the prior year's maximum annual Common Assessment, requires the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

7.4.3 The Board may fix the Common Assessment at an amount not in excess of the maximum.

7.5 Commencement Assessment. A commencement assessment of Two Hundred Dollars (\$200) per Lot (the "Commencement Assessment") shall be paid directly to the Association at the time of closing by the Person first purchasing a Lot from Declarant or its successor. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

7.6 Special Assessments. In addition to other authorized assessments, the Association may levy assessments or charges from time to time to cover unbudgeted expenses or expenses in excess of those budgeted ("Special Assessments"), provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for that purpose.

7.7 Specific Assessments. The Association may levy assessments or charges against a specific Owner's Lot ("Specific Assessments") to recover any indebtedness of that Owner to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of such Owner's Lot, or arising by reason of Owner's failure to properly maintain his Lot and Residence as herein provided.

7.8 Uniform Rate of Assessment. All Common Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

7.9 Date of Commencement of Common Assessments: Due Dates. The Common Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Common Assessment shall be imposed for the year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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7.10 Declarant's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Declarant may elect not to pay any assessments on unoccupied Lots owned by Declarant. Should Declarant elect not to pay the assessments, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Section 7.2 of this Article, in excess of the total amount collected by the Association through all assessments. This obligation of Declarant shall hereinafter be referred to as Declarant's "Deficiency Obligation". Irrespective of any election on the part of Declarant, any Residence located on any Lot owned by Declarant which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable assessments. Declarant may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Declarant at the time said revocation is presented to the Association.

7.11 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7.12 Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

7.13 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

7.14 Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

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7.14.1 All Property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use.

7.14.2 All Common Area.

7.14.3 Any Property not designated as Lots.

ARTICLE VIII ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, garage, shed, fence, wall, mailbox, newspaper box, dock, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Board or by an architectural committee appointed by the Board.

The Board may promulgate design and development guidelines, application and review procedures, and building criteria (the "Guidelines"). The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Guidelines.

ARTICLE IX USE RESTRICTIONS

The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

9.1 Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for single family residential purposes.

9.2 Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Declarant or the Association, or any assignee of Declarant or the Association, in dredging water areas, creating land areas from water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

9.3 Antennas, Aerials, Satellite Dishes and Flagpoles. Outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted except as approved in writing by the Board. Satellite television reception devices no larger than forty

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inches (40") in diameter are permitted without Board approval if the devices are affixed to the rear portion of a Residence. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the Residence. No antennae shall extend more than ten feet (10') above a Residence. A flagpole for display of the American flag or any other flag shall be permitted only if displayed in a respectful way and only if first approved in writing by the Board as to its size, placement, and safety.

9.4 Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or the improvements thereon or upon the Common Area or any part thereof, without the written authorization of the Board.

9.5 Trees. Trees shall not be cut or removed without approval by the Board.

9.6 Walls and Fences. Walls, fences, or similar structures, dog runs or animal pens of any kind shall not be placed or erected on any portion of the Property unless approved in writing by the Board.

9.7 Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Declarant's prior written consent.

9.8 Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

9.9 Insurance Rates. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

9.10 Surface Water Management System.

9.10.1 Unless otherwise agreed to by the County, the Association shall own, operate, maintain, and manage the Surface Water Management System in a manner consistent with SJRWMD Permit requirements and applicable District rules, and shall assist SJRWMD in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. The Association shall be responsible for such maintenance and operation of the entire Surface Water Management System within the Property including but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the

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Association. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by SJRWMD.

9.10.2 No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and SJRWMD.

9.10.3 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from SJRWMD and the Board. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to SJRWMD Permitting Department.

9.10.4 No Owner shall in any way deny or prevent ingress and egress by Declarant, the Association, the County, or SJRWMD to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Declarant, the Association, SJRWMD, the County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

9.10.5 No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and SJRWMD.

9.10.6 No wall, fence, paving, planting or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System.

9.10.7 In addition to the Association, SJRWMD and the County 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 Management System.

9.10.8 Owners may not construct or maintain any building, Residence, or structure, or perform any activity in the wetlands and landscape buffer/easement area, if any, and upland conservation areas, if any, described in the approved permit and Plats, unless prior approval is received from SJRWMD, the Board, and the County pursuant to Chapter 40, Florida Administrative Code.

9.10.9 The covenants and restrictions regarding the Surface Water Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that the County, SJRWMD, a master association,

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or Taxing District will maintain as part of their governmental obligation, agreement with Declarant, or as provided in any permits or ordinances.

9.10.10 Declarant shall convey title to the Surface Water Management System to the Association, if Declarant has an ownership interest in the Surface Water Management System. After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System. Accordingly, each Owner, by acceptance of a deed to his Lot, shall be deemed to have agreed that neither Declarant, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

9.10.11 Copies of the Permit, if any, and any future Permit actions of SJRWMD shall be maintained by the officers of the Association for the benefit of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced.

9.11 Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds, and fish. Commercial activities involving pets shall not be allowed. The Board or Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

9.12 Signs. No signs, except a "For Sale or Lease" sign not exceeding four (4) square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of the resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, Declarant specifically reserves the right for itself, its successors, nominees, assigns, and the Association, to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales, and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property.

9.13 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street, except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash. No oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board. Adequate

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landscaping shall be installed and maintained by the Owner to conceal oil tanks or bottled gas tanks if approved by the Board. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9.14 Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule the following definitions shall apply:

9.14.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the driveway of a Residence.

9.14.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

9.15 Garages. Garage doors shall be closed except when reasonably necessary for use of garage. No Owner shall cause any garage on his Lot to be permanently enclosed, screened, converted, or remodeled to allow for occupancy by occupants of the Residence.

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9.16 Garage Sales or Yard Sales. No "Garage Sales" or "Yard Sales" or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.

9.17 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

9.18 Prohibited Structures. No structure of a temporary character, including but not limited to, trailers, tents, shacks, sheds, barns, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the express written permission of the Board.

9.19 Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board, whose decision shall be final.

9.20 Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

9.21 Games and Play Structures. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed, or affixed to any structure on any portion of the Property without the express written permission of the Board. All play sets, playground equipment, and other outdoor recreational equipment must be approved by the Board prior to installation.

9.22 Common Area. Other than improvements and landscaping constructed or installed by Declarant, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the Board. The following shall apply to the Common Area:

9.22.1 No activities constituting a nuisance shall be conducted upon the Common Area.

9.22.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.

9.22.3 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

9.22.4 Nothing shall be stored, constructed within or removed from the Common Area other than by Declarant or the Association, except with the prior written approval of the Board.

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9.23 Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

9.24 No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Declarant or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

9.25 Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of ten percent (10%) per annum, and shall be treated as a Specific Assessment.

9.26 Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

9.27 Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute

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a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

9.28 Sales, Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Declarant and its affiliate(s) may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of Lots and Residences constructed/located thereon, if any, including without limitation, the construction, maintenance and operation of a sales and administrative center and one or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Declarant and/or its affiliates in its or their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same.

9.29 Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

ARTICLE X SHORT TERM RENTALS

10.1 No Short Term Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease his Residence more than twice during any calendar year unless approved by the Board. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board, and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents or the rules and regulations promulgated by the Board, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity.

10.2 Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes (1999), as amended, or any similar plan of fragmented or interval ownership of Residences

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shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed.

10.3 Amendment. This Article shall not be amended without the written consent of Declarant, unless Declarant no longer owns any land which is subject to this Declaration or subject to annexation to the Declaration.

ARTICLE XI ENFORCEMENT OF NON-MONETARY DEFAULTS

11.1 Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and using his best efforts diligently proceed to completely cure the violation, the Association may, at its option:

11.1.1 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

11.1.2 Damages. Commence an action to recover damages; and/or

11.1.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

11.2 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

11.3 Late Fees. Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

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11.4 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

11.5 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

11.6 Enforcement By or Against the Persons. In addition to the foregoing, this Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

11.7 Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XII INDEMNIFICATION

12.1 Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and 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 interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

12.1.1 To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

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12.1.2 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

12.1.3 The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XIII AMENDMENTS

13.1 Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of the County.

13.2 Amendment to Comply with Governmental Authority. As long as there is a Class B Membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of SJRWMD, Federal National Mortgage Association, the County, or any other governmental agency.

ANY AMENDMENT TO THIS DECLARATION WHICH ALTERS THE SURFACE WATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA AND ENVIRONMENTAL CONSERVATION AREAS, MUST HAVE THE PRIOR APPROVAL OF SJRWMD.

13.3 Amendment to Make Non-Material Changes, Correct Scrivener's Errors and Clarify Ambiguities. Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other non-material amendments which Declarant believes are in the best interest of the Owners. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

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13.4 Limitation on Amendments. This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Declarant, the Association, the County, SJRWMD or utility company, respectively, without the prior written approval of Declarant, the Association, the County, SJRWMD or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.

ARTICLE XIV GENERAL PROVISIONS

14.1 Assignment of Rights and Duties to the Association. Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor declarant is divested of its interest in any portion of the Property or has terminated its interest in the Property, or Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

14.2 Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

14.3 Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

14.5 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of the County. Unless this Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

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14.6 Communication. All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing.

14.7 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

14.8 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

14.9 Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

14.10 Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

14.11 Security. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Declarant nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

DECLARANT:

VILANO OAKS DEVELOPMENT, INC.

Sherry Hice
Print Name: Sherry Hice

J.L. Hardin
Print Name: J.L. HARDIN

By: Michael E. Braren
Print name: MICHAEL E. BRAREN
Its: Vice President
4315 Pablo Oaks Court, Suite 1
Jacksonville, Florida 32224

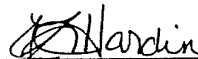
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STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25TH day of MARCH 2002, by MICHAEL E. BRADEN as the VICE PRESIDENT of Vilano Oaks Development, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC:

Print name: J. L. HARDIN

My Commission Expires:



J. L. Hardin
MY COMMISSION # DD059465 EXPIRES
September 23, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

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JOINDER AND CONSENT

BEAZER HOMES CORP., a Tennessee corporation, hereby joins in and consents to the foregoing Declaration and agrees that the following real property, which it owns, shall be subject to the Declaration described therein:

Lots 2, 5, 14, 15, 30, 31 of VILANO OAKS, according to the map or plat thereof as recorded in Map Book 40, pages 102 through 105, Public Records of St. Johns County, Florida.

Signed, sealed and delivered
in the presence of:

Shirley Adams
Print: Shirley Adams

Wirt A. Beard Jr.
Print: Wirt A. Beard Jr.

BEAZER HOMES CORP.,
a Tennessee corporation

By: Rebecca L. Bachusz
Name: REBECCA L. BACHUSZ
Title: DIVISIONAL CONTROLLER
12854 Kenan Drive, Suite 100
Jacksonville, Florida 32258

STATE OF FLORIDA
COUNTY OF DUVAL

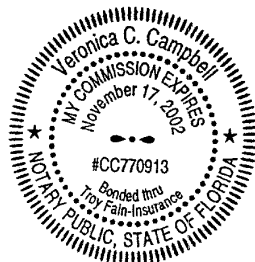
The foregoing instrument was acknowledged before me this 26 day of March 2002, by Rebecca L. Bachusz as the Divisional Controller of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He/she is personally known to me or has provided _____ as identification.

Veronica C. Campbell
NOTARY PUBLIC - State of Florida

My Commission Expires:

Nov 17, 2002

(seal)



C:\MD\for\dec\dec\sto\Vilano Oaks.01.10.2002

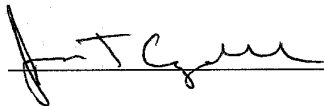
OR1746PG1569

JOINDER AND CONSENT

Jason Todd Campbell and Mona Lisa Campbell, hereby joins in and consents to the foregoing Declaration and agrees that the following real property, which it owns, shall be subject to the Declaration described therein:

Lot 23, Vilano Oaks, according to the map or plat thereof, recorded in Map Book 40 Pages 102 through 105 inclusive, public records of St. Johns County, Florida

Signed, sealed and delivered
In the presence of:

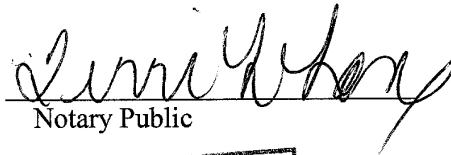


Witness: T. Lane

State of Florida
County of Duval

Witness: Paul K. Ralston

The foregoing instrument was acknowledged before me this 3 of April, 2002, by Jason Todd Campbell and Mona Lisa Campbell and has provided a Florida Drivers License as identification.


Notary Public

Record and return to:
Venture Title Agency
4315 Pablo Oaks Court
Jacksonville, Florida 32224
02-A4-0060



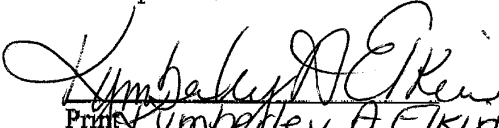
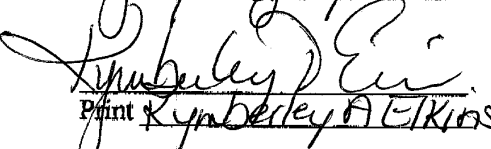
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Joinder and Consent


Roger L. Sutton and Agnes Sutton hereby joins in and consents to the foregoing Declaration and agrees that the following real property, which owns, shall be subject to the Declaration described therein.

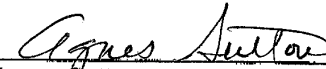
Lots 22 Vilano Oaks, according to the map or plat thereof, as recorded in Map Book 40, pages 102 through 105, public records of St. Johns County, Florida

Signed, sealed and delivered
In the presence of:

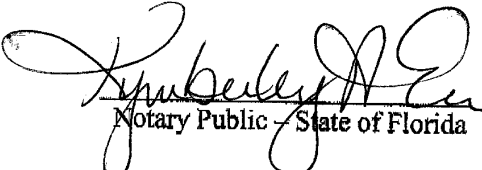

Print Kimberley A. Elkins

Print Kimberley A. Elkins
State of Florida
County of Duval

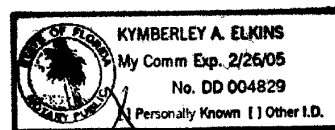
By:


Roger L. Sutton


Agnes Sutton

The foregoing instrument was acknowledged before me this 10th day of April 2002,
by _____
is personally known to me or has produced _____, as
identification.


Notary Public - State of Florida



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SCHEDULE OF EXHIBITS

Exhibit A.....Legal Description of Property
Exhibit BArticles of Incorporation
Exhibit C.....Bylaws

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EXHIBIT A**Legal Description of the Property**

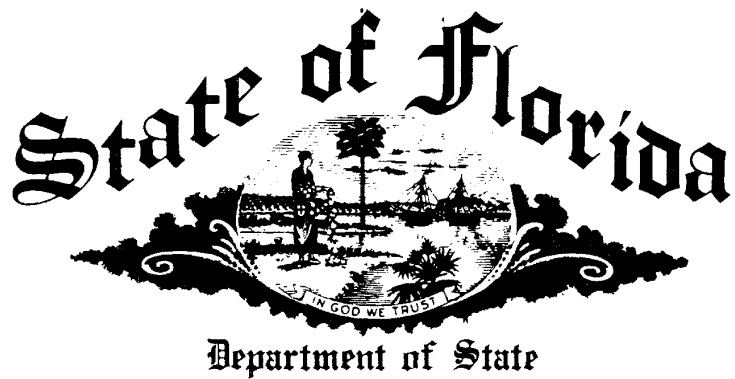
Lots 1 through 16, inclusive, of Block 3 of NORTH BEACH SUBDIVISION, according to the map or plat thereof as recorded in Map Book 3, page 28, Public Records of St. Johns County, Florida.

Lots 1,3,5,7,9, 11, 13, and 15 of Block 4 of NORTH BEACH SUBDIVISION, according to the map or plat thereof as recorded in Map Book 3, page 28, Public Records of St. Johns County, Florida.

Lots 1,3,5,7 ,9, 11, 13, and 15 of Block 5 of NORTH BEACH SUBDIVISION, according to the map or plat thereof as recorded in Map Book 3, page 28, Public Records of St. Johns County, Florida.

Lots 1, 2, 4, 5, and 7 through 27, inclusive, of VILANO OAKS, according to the map or plat thereof as recorded in Map Book 40, pages 102 through 105, Public Records of St. Johns County, Florida.

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I certify the attached is a true and correct copy of the Articles of Incorporation of VILANO OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 20, 2002, as shown by the records of this office.

The document number of this corporation is N02000001336.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fifth day of February, 2002



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION
OF
VILANO OAKS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statute, Chapter 617, the undersigned, a resident of Florida and of full age, for the purpose of forming a corporation not for profit does hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation shall be Vilano Oaks Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 4315 Pablo Oaks Court, Ste. 1, Jacksonville, Florida 32224-9667.

ARTICLE III
PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property (the "Property") described in the Declaration of Covenants, Conditions and Restrictions of Vilano Oaks, recorded or to be recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida (the "Declaration") and as the same may be amended from time to time as therein provided, and to promote the health and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes.

ARTICLE IV
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than three (3) directors nor more than seven (7), who need not be members of the Association (the "Board"). The manner in which the directors are elected or appointed is as stated in the

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bylaws of the Association ("Bylaws"). The initial number of directors shall be three (3) and may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Michael E. Braren - 4315 Pablo Oaks Court, Ste. 1, Jacksonville, FL 32224-9667

Sherry Hice - 4315 Pablo Oaks Court, Ste. 1, Jacksonville, FL 32224-9667

Sharon W. Fredenhagen - 4315 Pablo Oaks Court, Ste. 1, Jacksonville, FL 32224-9667

ARTICLE V INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at 4315 Pablo Oaks Court, Ste. 1, Jacksonville, Florida 32224-9667, and the initial registered agent of the Association shall be Michael E. Braren.

ARTICLE VI POWERS OF THE ASSOCIATION

The general powers that the Association shall have include all proper acts, necessary or incidental, for the benefit and protection of the Association, to transact any lawful business, and to exercise all powers granted to Associations by the laws of Florida.

ARTICLE VII MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VIII VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

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Class A: "Class A Members" shall be all owners of any lot shown upon any recorded plat of the Property (the "Lot" or "Lots"), excluding Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to such a Lot.

Class B: The "Class B Member" shall be the Declarant (as defined in the Declaration), who shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote, provided, however, that Class B membership shall cease and be converted to Class A membership upon the first to occur of any of the following events:

- A. Three (3) months after Declarant is no longer the record owner of at least ten percent (10%) of all Lots which are ultimately platted and developed in the Property.
- B. The date exactly ten (10) years after the initial recording of the Declaration in the public records of St. Johns County, Florida.
- C. At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

ARTICLE IX DISSOLUTION

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility of the Association, if any, for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40, Florida Administrative Code, and be approved by the St. Johns River Water Management District Water Management District prior to such termination, dissolution, or liquidation.

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ARTICLE X
DURATION

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist perpetually.

ARTICLE XI
AMENDMENTS

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the Board at the first meeting of directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XIII
INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees, and agents, and former directors, officers, employees, and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees, and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator for these Articles of Incorporation is:

Michael E. Braren - 4315 Pablo Oaks Court, Ste. 1, Jacksonville, Florida 32224-9667

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 30th day of January 2002.

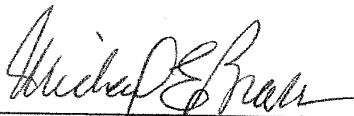

Incorporator

MICHAEL E. BAAREN

CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, I am familiar with the duties and obligations of Registered Agents and I hereby agree to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

Dated this 30 day of January 2002.


Registered Agent

MICHAEL E. BAAREN

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BYLAWS
OF
VILANO OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Vilano Oaks Homeowners Association, Inc. The principal office of the Association shall be 4315 Pablo Oaks Court, Suite 1, Jacksonville, Florida, 32224,ut meetings of members or directors may be held at such places within Florida designated by the board of directors.

ARTICLE II
DEFINITIONS

- 2.1 "Articles" shall mean the Articles of Incorporation of Vilano Oaks Homeowners Association, Inc.
- 2.2 "Association" shall mean the Vilano Oaks Homeowners Association, Inc. its successors and assigns.
- 2.3 "Board" shall mean the board of directors of the Association.
- 2.4 "Common Area" shall mean all real property owned by the Association.
- 2.5 "Declarant" shall mean Volano Oaks Development , Inc. a Florida corporation , and its successors and assigns. Declarant may assign all, or a portion ,of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights as Declarant assigns to it. Any such assignment may be made on a non-exclusive basis.
- 2.6 "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Vilano Oaks recorded or to be recorded in the public records of St. Johns County, Florida.
- 2.7 "Governing Documents" shall mean these Bylaws, the Articles, and the Declaration.
- 2.8 "Lot" shall mean any plot of land shown as a lot upon any recorded subdivision map or plat of the Property (as hereinafter defined) with the exception of the Common Area.
- 2.9 "Member" shall mean those persons entitled to membership as provided in the Declaration.

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2.10 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

2.11 "Property" shall mean that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III MEMBERS

3.1 Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

3.2 Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

ARTICLE IV MEETING OF MEMBERS

4.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Board. The Board shall not hold the annual meeting on a legal holiday.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote.

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4.4 Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting.

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4.5 Organization. At each meeting of the Members, the President, or in his absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in his absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.

4.6 Minutes. The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members, their authorized representatives, and the Board, at any reasonable time.

4.7 Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.

4.8 Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than three (3) months prior to such meeting. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

4.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

ARTICLE V BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

5.1 Number. The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of seven (7) directors, who need not be Members of the Association. The number of directors shall always consist of an odd number.

5.2 Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

5.3 Removal. Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

5.4 Compensation. No director shall receive compensation for any service he may render to the Association. However, a director may be reimbursed for expenses incurred in the performance of his duties.

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5.5 Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting.

5.6 Election. Election to the Board shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting). At the election Members may cast, in respect to each position to be filled on the Board, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

6.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

6.3 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

6.4 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the Members or the directors, at any reasonable time.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board shall have power to:

7.1.1 Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

7.1.2 Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.

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8.8.1 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

8.8.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

ARTICLE IX INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

ARTICLE X COMMITTEES

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, Articles and Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

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ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Vilano Oaks Homeowners Association, Inc., the year "2002" and the words "Corporation" Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, or otherwise reproduced upon any instrument or document in the name of the Association.

ARTICLE XIII
AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners. Notwithstanding the foregoing, the Declarant specifically reserves the right to amend these Bylaws in order to comply with the requirements of the St. Johns River Water Management District Water Management District or any other governmental agency.

ARTICLE XIV
MISCELLANEOUS

14.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

14.2 Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

14.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.

14.4 Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Vilano Oaks Homeowners Association Inc. a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 25th day of March 2002.

Sherry Hice
Secretary

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILANO OAKS**

THIS FIRST AMENDMENT TO ("First Amendment") is made this 7th day of February 2012, by Vilano Oaks Homeowners Association, a Florida company, whose post office address is P.O. Box 767, St. Augustine, Florida, 32085.

RECITALS

WHEREAS, the Vilano Oaks Homeowners Association ("Association") was created pursuant to the Declaration of Covenants, Conditions and Restrictions of Vilano Oaks ("Declaration") recorded in Book 1746, Page 1535, of the Public Records of St. Johns County, Florida;

WHEREAS, Association desires to amend Article 9.14 of the Declaration.

NOW THEREFORE, Association amends the Declaration as follows:

1. The above Recitals are incorporated herein.
2. All terms used in this First Amendment or as defined in the Declaration.
3. The original language of Article 9.14 Vehicles and Recreation Equipment, hereafter labeled "DELETED LANGUAGE" in italicized text, is deleted in its entirety, and replaced by the new language labeled "AMENDED LANGUAGE" in bolded text:

***** DELETED LANGUAGE *****

9.14 Vehicles and Recreational Equipment. No truck or commercial vehicle, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule the following definitions shall apply:

9.14.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers.

Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as herein after defined) are permitted to park on the driveway of a Residence.

9.14.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulation adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

*** AMENDED LANGUAGE ***

9.14 Vehicles and Recreational Equipment. No truck, or commercial vehicle, mobile home, house trailer, utility trailer, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). For the purposes of this rule, the following definitions shall apply:

9.14.1 "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as herein after defined) are permitted to park on the driveway of a Residence.

9.14.2 "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

9.14.3 Temporary parking, storage or use of boats, boat trailers, campers, motor homes, other recreational vehicles or equipment, shall be permitted only on property in accordance with county code for a period of up to 24 consecutive or 48 non-consecutive hours in a 7 day time period. No such vehicles shall be permitted to be parked or stored on any portion of the Property, except the driveway as provisioned above and as permitted by county codes, unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot (as viewed from ground level). Temporary parking, storage or use of boats, boat trailers, campers, motor homes, other recreational vehicles or equipment may be temporarily parked for longer than 24 consecutive or 48 non-consecutive hours in a 7 day time period only with the prior written approval of the board.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Declarant.

Any such vehicle or recreation equipment parked in violation of these or other regulations contained herein or in the rules and regulation adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

4. Except as indicated herein, the terms of the Declaration remain unchanged.

5. By its execution below, Association certifies that this First Amendment has been duly approved by VOHA pursuant to ARTICLE XIII of the Declaration, recorded in Book 1746, Page 1535, of the public records of St. Johns County, Florida.

6. This First Amendment shall take effect upon recordation in the Public Records of St. Johns County.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 7 day of February 2012.

Vilano Oaks Homeowners Association, a Florida Corporation

By: William D. Henn

Printed Name: William D. Henn

Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7 day of February 2012, by WILLIAM HENN as the PRESIDENT of Vilano Oaks Homeowners Association, a Florida corporation.

NOTARY PUBLIC - State of Florida:

Sign Severino
Print SEVERINO TAMAYO
Personally Known ; OR Produced Identification X
Type of Identification Produced:
FLORIDA DRIVERS LICENSE
Affix Seal Below:

