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SUBDIVISION MAP

NAME: WESTWIND

LEGAL: PT. SEC. 19-8-30 ETC.

OWNER: READ VENTURES, INC

MAP BOOK: 63

PAGES: 32-35

IN & RET: Sevie

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ROGERS | TOWERS

ATTORNEYS AT LAW

John L. Whiteman

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August 27, 2007

Mr. Ben Rich
Chairman, St. Johns County Commission
St. Johns County Judicial Center
4010 Lewis Speedway
St. Augustine, Florida 32084

RE: Title Opinion Letter for Plat Approval for WESTWIND

Dear Mr. Rich:

Please be advised that I am an attorney-at-law admitted to practice before the Courts of the State of Florida. At the request of my client, **Read Ventures, Inc., a Florida corporation**, I have caused a careful search to be conducted of the Public Records of St. Johns County, Florida, from the earliest public records through **August 24, 2007**, at 5:00 o'clock p.m. to discern the status of the fee title to the Property described on Exhibit "A" attached hereto, and based upon the results of such search, I am of the opinion that fee simple title to the property is vested in **Read Ventures, Inc., a Florida corporation**, subject only to the following matters of record:

1. Mortgage executed by **Read Ventures, Inc.**, in favor of **First Federal Bank of North Florida**, dated 10/13/06, recorded in Official Records Book 2801, Page 1123, in the original principal amount of \$577,500.00, as modified by instrument recorded in Official Records Book 2899, Page 1717, TOGETHER WITH Assignment of Rents recorded in Official Records Book 2801, Page 1139, and Official Records Book 2899, Page 1723; and UCC-1 Financing Statements recorded in Official Records Book 2801, Page 1144 and Official Records Book 2899, Page 1727, all of the public records of St. Johns County, Florida.
2. Agreement between **Read Ventures, Inc.** and **JMMM, LLC, a Florida limited liability company** dated 12/12/06, recorded 12/13/06 in Official Records Book 2834, Page 776, all of the Public Records of St. Johns County, Florida.
3. Covenants and Restrictions recorded in Official Records Book 709, Page 773, of the public records of St. Johns County, Florida.
4. Restrictions, Covenants, Conditions, Easements, Terms and other provisions as shown in Plat Book 19, Page 58, of the public records of St. Johns County, Florida.

*For Ket - P. Halterman
Mr R*

Mr. Ben Rich
August 27, 2007
Page 2

5. Easement recorded in Official Records Book 677, Page 353, of the public records of St. Johns County, Florida.
6. Restrictions or Reservations affecting rights in Oil, Gas or any other Minerals lying under or beneath the land, pursuant to instrument recorded in Official Records Book 655, Page 1876 of the public records of St. Johns County, Florida.
7. Resolution No. 04-69 recorded in Official Records Book 2182, Page 54, and Resolution No. 04-251 recorded in Official Records Book 2289, Page 686, establishing Datil Pepper Road as Prescriptive and providing for Maintenance of same;
8. Covenants and Restrictions for Westwind recorded in Official Records Book 2818, Page 91, of the Public Records of St. Johns County, Florida.
9. Taxes and non-ad valorem assessments for 2006 and all prior years are paid on the subject property (Parcel Account # 182280-0160).
10. Taxes and non-ad valorem assessments for the year 2007, and any taxes and assessments levied or assessed subsequent to the date hereof as to the Property described on Exhibit "A" became a lien as of January 1, 2007, but are not due and payable until November 1, 2007, and are not delinquent until April 1, 2008, pursuant to Section 197.333, Florida Statutes.

Very truly yours,



John L. Whiteman

MAP BOOK _____

PAGE _____

SHEET 1 OF 4**EXHIBIT "A"****CAPTION**

A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida and being more particularly bounded and described as follows:

BEGIN at the Southeast Corner of Greenwood as recorded in Map Book 19, page 58 of the Public Records of said County; thence South 00°20'00" East, along the west line of those lands described in Official Records Book 1030, page 666 of said Public Records Book, a distance of 890.10 feet; thence North 89°49'08" West, a distance of 520.13 feet to the easterly Right of Way Line of Datil Pepper Road; thence North 19°34'02" West, along said easterly Right of Way Line, a distance of 164.10 feet; thence North 20°16'55" West, along said easterly Right of Way Line, a distance of 268.21 feet; thence North 19°30'33" West, along said easterly Right of Way Line, a distance of 100.20 feet; thence South 89°49'08" East, a distance of 360.82 feet; thence North 03°04'26" East, a distance of 390.50 feet to the south line of said Greenwood; thence South 89°49'08" East, along the south line of said Greenwood, a distance of 314.59 feet to the POINT OF BEGINNING.

The aforescribed Parcel contains 431,862.40 square feet or 9.91 acres, more or less

CERTIFICATE OF COUNTY ATTORNEY

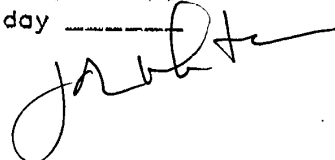
This is to certify that this plat has been examined and approved by the Office of the County Attorney for St. Johns County, Florida on this _____ day of _____, 2007.

BY: _____

Office of the St. Johns County Attorney

CERTIFICATE OF DEVELOPMENT REVIEW PROGRAM

This is to certify that this plat has been reviewed for conformity to Florida Statutes Chapter 177, Part 1, Plotting, by the Office of the County Surveyor for St. Johns County, Florida on this day _____ of _____, 2007.



AFTER RECORDING RETURN TO:
D. R. REPASS
D. R. REPASS, P.A.
501 RIVERSIDE AVENUE, SUITE 901
JACKSONVILLE, FL 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WESTWIND**

This Second Amendment ("Second Amendment") is made effective as of the 12th day of November, 2013 by **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado limited partnership, whose address is 1560 Wells Road, Building A, Suite 105, Orange Park, FL 32073 (the "Declarant") and joined by **WESTWIND OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions for Westwind have previously been recorded in Official Records Book 2818, at page 91, of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Westwind recorded in Official Records Book 3675, at page 1037, of the public records of St. Johns County, Florida (collectively the "Declaration").

B. Declarant is the "Declarant" under the Declaration pursuant to that certain Assignment and Acceptance of Declarant Rights for Westwind, recorded January 3, 2013 in Official Records Book 3666, Page 602, of the Public Records of St. Johns County, Florida and pursuant to Section I. A. 4. of the Declaration.

C. Pursuant to Declarant's right to amend as set forth in Section VII F. of the Declaration, the undersigned does hereby amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the parties hereby amend the Declaration as follows:

1. The Declarant hereby confirms the above-stated recitals are true and correct. To the extent not otherwise defined herein, all capitalized terms contained in this Second Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Article I, Section A of the Declaration is hereby amended by adding the following subparagraph 12:

12. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended. A copy of the initial Bylaws are attached as Exhibit "A" to this Amendment. The Bylaws may be

amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

3. Article II, Section C, Paragraph 8 f. of the Declaration is hereby amended in its entirety as follows:

f. Ancillary Structures and Fences. No detached garage, guest quarters, carport, storage buildings, or other similar structure shall be constructed or erected on a Lot. Storage sheds may be constructed upon approval by the Declarant and/or Board in accordance with the provisions of Article II. No chain link fencing shall be permitted. Aluminum, vinyl or wood fencing may be constructed upon approval by the Declarant and/or Board in accordance with the provisions of Article II.

4. Article III, Section E of the Declaration is hereby amended by the deletion of the third sentence of Section E and the addition of the following sentences to the end of such Section E:

No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property except within an Owner's garage or stored on a Lot screened by landscaping, fencing, or walls approved by the Declarant and/or Board so that such boat, trailer, etc. is not visible from the street. In order to protect the value and aesthetics of Westwind, automobiles of Owners, occupants and guests of any Residence shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Westwind or a Lot except on the surfaced parking area thereof. There shall be no overnight parking on the street within Westwind.

5. Article III, Section J of the Declaration is hereby amended in its entirety as follows:

J. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, or other outbuilding, shall be permitted on the Property at any time, except temporary structures maintained for purpose of construction. Storage sheds may be constructed upon approval by the Declarant and/or Board in accordance with the provisions of Article II.

6. Article III of the Declaration is hereby amended to include the following paragraph L as follows:

L. Storage of Personal Items. All toys, sporting equipment, gardening tools, and any other personal property of an Owner or other occupants of a Residence shall be stored within the Residence. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Residence, or any other portion of Westwind, which is unsightly or which interferes with the comfort and convenience of others.

7. Article III of the Declaration is hereby amended to include the following paragraph M as follows:

M. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Westwind without prior written consent of the Board. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the Board. Such approved equipment shall be located at the rear of the Residence or on the inside portion of corner Residences within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Residence. No basketball hoops shall be attached to a Residence and any portable basketball hoops must be stored inside the Residence. No tennis courts are permitted within the Lots.

8. Article IV, Paragraph B of the Declaration is hereby amended in its entirety as follows:

B. Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, fences, and appurtenances not maintained by the Association shall be well maintained and kept in a first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Westwind by the Owner of each Residence. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Lot. Each Owner shall be responsible for pruning trees within any portion of his or her Lot.

9. Article VII of the Declaration is hereby amended to include the following paragraph H:

H. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all the Owners, with the exception of the Declarant as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot, except as to Class B.

(b) Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote, plus five (5) votes for each Lot owned by the Declarant. Declarant shall be entitled to cast such votes any time Class A Members shall be entitled to vote.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a third party Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become

converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Ten (10) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership.

(d) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors no later than the point in time three (3) months after ninety percent (90%) of the Lots in Westwind that will ultimately be operated by the Association have been conveyed to Members. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in Westwind. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

10. Ratification. Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT:

**RICHMOND AMERICAN HOMES OF
FLORIDA, LP**, a Colorado limited partnership

Ashley Davis
(Signature) Ashley Davis
(Print Name)

By: RAH OF FLORIDA, INC., a Colorado
corporation, its general partner

(Signature)

(Print Name)

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this ____ day of November,
2013 by _____, the _____ of RAH of Florida, Inc. on behalf of
the corporation.

(Print Name _____)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

Witnesses:

Ashley Davis
 (Signature)
Ashley Davis
 (Print Name)
Heidi Hennelly
 (Signature)
Heidi Hennelly
 (Print Name)

ASSOCIATION:

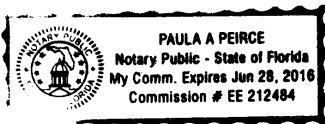
WESTWIND OWNERS ASSOCIATION, INC.,
 a Florida not for profit corporation

By: [Signature]
 Name: Andy Kern
 Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 12 day of November, 2013 by Andy Kern, the President of WESTWIND OWNERS ASSOCIATION, INC., a Florida not for profit corporation.



Paula A. Peirce
 (Print Name) PAULA A PEIRCE
 NOTARY PUBLIC, State of
 Florida at Large
 Commission # EE 212484
 My Commission Expires:
 Personally Known ☒
 or Produced I.D. ☐
 [check one of the above]
 Type of Identification Produced

BYLAWS
OF
WESTWIND OWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

To the extent not otherwise specifically defined in these Bylaws, all capitalized terms contained in these Bylaws shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions and Restrictions for Westwind as recorded in Official Records Book 2818, at page 91, of the public records of St. Johns County, Florida, as the same may be amended from time to time (collectively the "Declaration").

ARTICLE II
LOCATION

The principal office of the Association shall be 77 Almeria Street, St. Augustine, FL 32084.

ARTICLE III
MEMBERSHIP

Section 1. Every person or entity who is a record fee simple owner of a Lot, and the Declarant as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") and shall have the voting rights as set forth in the Declaration and Bylaws. Membership shall be appurtenant to, and may not be separated from ownership of any Lot within the Property.

Section 2. Certain rights of membership are subject to the timely payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Lots against which such assessments are made as provided in the Declaration.

ARTICLE IV
FISCAL YEAR

Section 1. The fiscal year of the Association shall be the calendar year.

ARTICLE V
BOARD OF DIRECTORS

Section 1. The Declarant shall appoint the directors of the Board. Subsequent to the appointment of Directors by the Declarant and after Declarant no longer owns any Lot, the

Directors of the Association shall be elected at the annual meeting of the Members. The election procedure is set forth in Article VI of these Bylaws.

Section 2. Any Director may be removed from office at any time with or without cause in the manner provided in Chapter 720, as such term is herein defined, except that the Directors appointed by the Declarant may be removed only by the Declarant.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Association Members, provided the majority of the Members of the elected Board of Directors are present. Any action taken at such meeting shall be by a majority of the Board of Directors. If the majority of the Members of the Board of Directors elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board of Directors to elect officers shall then be held within thirty (30) days after the annual meeting of Members.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within St. Johns County, Florida, on such days and at such hours as the Board of Directors may reasonably determine.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board of Directors and may be held at any place or places within St. Johns County, Florida, and at any time, provided the proper notice is given pursuant to Section 6 below.

Section 6. Notices of all Board of Directors meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the Members of the Board of Directors to each Member. If notice is not posted in a conspicuous place in the community, notice of each Board of Directors meeting shall be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. If broadcast notice is used in lieu of a notice posted physically in the community, the notice shall be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. The notice may be by electronic transmission in a manner authorized by law for meetings of the Board of Directors, committee meetings and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Emergency meetings of the Board of Directors may also be held at any place and time without notice by unanimous waiver of notice by all the Directors. 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. Notwithstanding any provisions of these Bylaws to the contrary, notices of all meetings shall comply with Chapter 720, Florida Statutes, as the same may be amended from time to time ("Chapter 720"). In addition, nothing contained herein shall prevent the Declarant from amending the Declaration or exercising any other right or privilege afforded to the Declarant in accordance with the provisions of the Declaration.

Section 7. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 8. All meetings of the Board of Directors shall be open to all Members, who have the right to attend all meetings of the Board of Directors and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Chapter 720, and may include a sign-up sheet for Members wishing to speak. The requirement that Board of Directors' meetings and committee meetings be open to the Members is inapplicable to meetings between the Board of Directors or a committee and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 9. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs as provided by law and in accordance with the Association's governing documents. In addition to the duties imposed by Chapter 720, together with these Bylaws, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there shall be established the obligation of each Owner for the payment of Assessments in accordance with the provisions of the Declaration;
- b. levying Assessments in accordance with the provisions of the Declaration, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the General assessments, which shall be as reasonably determined by the Board of Directors;
- c. providing for the operation, care, upkeep, and maintenance of all of the Common Area;
- d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- e. collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association (reserve or contingency funds may be deposited, in the Directors' reasonable business judgment, in depositories other than banks);

- f. making and amending rules and regulations;
- g. opening of bank accounts on behalf of the Association and designating the signatories required;
- h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- i. enforcing by legal means, the provisions of the Declaration, the Articles, these Bylaws, and the rules and regulations adopted by the Board of Directors and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;
- j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- k. paying the cost of all services rendered to the Association or its Members;
- l. maintaining the official records of the Association in accordance with Chapter 720. The official records of the Association shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys in accordance with the requirements of Chapter 720;
- m. making available for review to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles, the Bylaws, the Association's rules and regulations and all other books, records, and financial statements of the Association;
- n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property;
- o. taking any actions allowed or required to be taken under the terms of the Declaration; and
- p. exercising for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or in the Articles.

Section 10. The Board of Directors may employ for the Association a professional management agent or agents, for compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Director's supervision, all of the powers granted to the Board of Directors by these Bylaws.

Section 11. The following policies will be followed unless the Board of Directors shall specifically determine otherwise:

- a. generally accepted accounting principles shall be employed with respect to the Association's financial records;
- b. no remuneration shall be accepted by any member of the Board of Directors from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; and
- c. financial reports shall be prepared and distributed in accordance with the requirements of Chapter 720.

Section 12. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property without the approval of the Members of the Association; provided however, the Board of Directors shall obtain Member approval in the same manner provided in the Declaration for special assessments requiring approval by the Members, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for the fiscal year in which the funds are to be borrowed.

Section 13. The Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought, shall pay all costs incurred by the Association, including reasonable attorney's fees for pre-trial preparation, trial, appeal and in bankruptcy proceedings. The failure of the Board of Directors to enforce any provision of the Declaration, the Articles, these Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

ARTICLE VI ELECTION OF DIRECTORS

Section 1. Nominations for the election of members of the Board of Directors (other than members appointed by the Declarant) shall be made by the Board, or upon petition in accordance with Section 3 of this Article VI. The Board shall make as many nominations as it shall in its discretion determine.

Section 2. The Declarant shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board of Directors.

Section 3. Owners may nominate themselves in the manner provided by Chapter 720. Nominations shall be placed on the written ballot referenced in Section 4 of this Article VI.

Section 4. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board of Directors, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members, and (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation. For purposes of Chapter 720, mailed ballots shall be deemed to be absentee ballots.

Section 5. In order for an election of members of the Board of Directors to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

Section 6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article VI shall be deemed elected or appointed as of the date of the annual meeting of the Members.

ARTICLE VII OFFICERS

Section 1. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 2. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board of Directors.

Section 3. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the Membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him

for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VIII MEETINGS OF MEMBERS

Section 1. An annual meeting of Members shall be held at such time and place as shall be determined by the Board of Directors.

Section 2. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the Members.

Section 3. Special meetings of the Members may be called for any purpose at any time by the President or a majority of the Members of the Board of Directors. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Section 4. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail (postage thereon fully paid), by overnight courier, by telecopy transmittal, or by any other means permissible under Chapter 720, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be provided to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered or telecopied at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 5. The presence in person or by proxy of Members entitled to cast thirty percent (30%) of the membership votes at a meeting of the Members, shall constitute a quorum for any action governed by these Bylaws.

Section 6.

a. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting

was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

b. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty (20%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 7. The President or the President's designee shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

ARTICLE IX COMMITTEES

Section 1. The Board of Directors shall have the power and authority to appoint such committees as it deems advisable. Any committee appointed by the Board of Directors shall consist of a chairman and two (2) or more other members.

Section 2. All committee members shall serve at the pleasure of the Board of Directors, and shall perform such duties and functions as the Board of Directors may prescribe.

ARTICLE X BOOKS AND PAPERS

Subject to the provisions of Chapter 720, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE XI AMENDMENTS

Section 1. These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

Section 2. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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Prepared by and return to:
Meg M. Snyder, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WESTWIND**

THIS DECLARATION is made this 13th day of October, 2006, by READ VENTURES, INC., a Florida corporation, whose address is 29J Fountain of Youth Boulevard, St. Augustine, Florida 32080, hereinafter referred to as "Declarant," who recites and provides:

RECITALS:

A. Declarant is the owner of certain land located in St. Johns County, Florida which it is developing into a platted residential subdivision with twenty-two (22) lots and common areas, which land is more fully described in Exhibit A attached hereto and made a part hereof (the "Property").

B. To provide for the preservation, enhancement and maintenance of Declarant's Property which is known as "Westwind" consistent with the Plat, Declarant desires to subject the Property to the protective covenants, conditions and restrictions of this Declaration.

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

I. DEFINITIONS

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "Association" means the "Westwind Owners Association, Inc., the Florida not-for-profit corporation to be established by Declarant to serve as the homeowner's association responsible for the management and operation of the Property.

2. "County" means St. Johns County, Florida.

3. "Common Area" shall mean and refer to real and personal property now or hereafter owned by the Association, which is intended for the common use and enjoyment of all of the owners within Westwind. The Common Areas include, without limitation, the Park and the Water Management System.

4. “Declarant” means Read Ventures, Inc., its successors and assigns, or any successor or assign of all or substantially all of its interest in the Property.

5. “Declaration” means this Declaration of Covenants, Conditions and Restrictions, as it may hereafter be amended and supplemented from time to time.

6. “Lot” means the twenty-two (7) lots shown on the Plat. References to a Lot shall also include any Improvements constructed thereon, unless specifically noted to the contrary.

7. “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

8. “Park” means the real property entitled “Park” on Exhibit attached hereto.

9. “Plat” means the plat of Westwind as recorded in the public records of the County, as such Plat may be amended or re-recorded from time to time.

10. “Residence” means any residential dwelling constructed or to be constructed on or within any Parcel, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings and patios, which have been approved by the Board, as defined below.

11. “Surface Water or Stormwater Management System”, as defined in Article V of this Declaration.

II. ARCHITECTURAL CONTROL

A. Purpose. Declarant shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty and in order to protect the value and aesthetics of Westwind. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The purpose of this review procedure is solely to promote the aesthetic development of Westwind and to assure that the architectural guidelines, as established from time to time, are complied with. This review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Declarant is not to be construed as any quasi-governmental action.

B. Assignment. Upon the completion of the construction of all homes in Westwind, or such earlier time as the Declarant shall select, Declarant will assign its rights under this Article II to the Association to be exercised by the Board of Directors (“Board”)

C. Construction Subject to Architectural Control.

1. Declarant Approval. No construction, modification or alteration of any Improvement, of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Improvement, shall be undertaken unless and until a plan of such construction, modification or alteration shall have been approved in writing by the Declarant.

2. Improvements Subject to Approval. Construction, modifications and alterations subject to approval specifically include, but are not limited to, any alteration or modification of the exterior appearance of an Improvement, any addition or modification of any appurtenances including garages, doors, windows, antennae, satellite dishes or receivers, solar panels or other devices, screened enclosures, signs (whether located on the Lot or in windows of the Residence), gates, other outdoor ornamentation, patterned or brightly colored window coverings; alteration of the landscaping or topography of the Property, including, without limitation, any cutting or removal of trees, planting or removal of plants, and all other modifications, alterations, or Improvements visible from any road or other Lots. All of the foregoing are jointly referred to herein as "Proposed Improvements."

3. Procedures. The Declarant shall approve or disapprove requests properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed approved if the Declarant fails to issue a written approval or disapproval with thirty (30) days of the proper submission of all required documentation.

4. Basis for Decision. Approval shall be granted or denied by the Declarant based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots and Westwind, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the Declarant, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the Declarant shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria.

5. Notification. If the Declarant disapproves the requested Proposed Improvement, it shall provide written notice of such disapproval to the applicant and the grounds for the disapproval. No construction within the Property shall be commenced, and no Improvement shall be modified, except in accordance with such approved plans and specifications.

6. Variances. The Declarant may authorize a variance from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental consideration require the same. A variance shall be evidenced by a document signed by the chairman of the Declarant. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions this Declaration for any purpose except as to the particular Proposed Improvement and the particular provisions of this Declaration covered by the variance, nor shall

it affect in any way the obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and set back lines or requirements imposed by any governmental or municipal authority. Provided, however, in no event shall granting of a variance set a precedent which requires the granting of another such variance.

7. Enforcement. In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the Declarant, or is not made in strict conformance with any approval given or deemed given by the Declarant, the Declarant, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the Declarant, or the Declarant may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the Declarant shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the Declarant to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the Declarant's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the Declarant, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

8. Architectural Guidelines. The Declarant shall consider the following paragraphs in connection with its review, together with any architectural guidelines which may be issued by the Declarant from time to time. Specific references to the Declarant in these provisions shall not be construed as a limitation of the general review power of the Declarant as set forth in this Article.

a. Residential Use. All Improvements constructed on any Lot shall contain at least 1,000 gross square feet of heated/cooled space and be for Residential use and all related ancillary purposes. Home offices or businesses which are permitted under applicable zoning ordinances and which do not involve employees, customers, excessive deliveries or similar additional traffic or parking, with no exterior signage and no exterior modifications to the Residence shall be permitted unless or until such use creates a legal nuisance.

b. Building Restriction Setbacks. The Property shall be subject to the building setback restrictions as follows: Front - not nearer than twenty feet (20') from the front Lot line; Rear - not nearer than ten feet (10') from any Lot line; Side - not nearer than five feet (5') to any side Lot line. No vertical construction or swimming pools shall be permitted within the building setback area, nor any other structure which is prohibited within the setback by applicable rules and regulations.

c. Building Height Restriction. Residences shall be limited to a maximum of two (2) stories.

d. Roofs. Any protrusions through roofs for power ventilators, antenna, satellites, solar energy and other energy conservation devices or other apparatus shall not be permitted unless approved by the Declarant.

e. Garages. All garage doors shall be kept closed except when entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence.

f. Ancillary Structures and Fences. No garage, tool shed, guest quarters, carport, storage buildings, other similar structure or fence shall be constructed or erected on a Lot.

g. Antennae and Other Devices. Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty inches (30") in diameter and twelve (12') feet in height and must be approved in advance by the Declarant. Each Owner acknowledges and agrees that (i) such devices shall not be placed in the front yard of any Lot, (ii) such devices must be located on the back of the Residence, and (iii) Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others.

h. 25' Natural Undisturbed Vegetative Buffer. The PUD shall control permitted activities within the 25' Undisturbed Vegetative Buffer shown on the Plat. Owners may not cut, trim, or remove vegetation from the 25' Natural Undisturbed Vegetative Buffer easement shown on the plat. The Association may, at its discretion, engage in selective under-brushing consistent with the PUD if required to maintain the health and safety of the residents. Declarant grants Association an easement over those Lots which are subject to the 25' Natural Undisturbed Vegetative Buffer easement for the purpose of maintaining the easement consistent with the PUD.

i. Lighting. No external lighting shall be installed without the prior approval of the Declarant, as applicable. No lighting will be permitted which alters the residential character of the Property.

j. Utility Connections. Connections for all utilities, including, but not limited to, electricity, telephone and television, shall be run underground in a manner acceptable to the governing utility authority.

k. Window Coverings. The Declarant may prohibit window treatments which are not reasonably compatible with the aesthetic standards of the Property.

l. Energy Conservation. Solar energy and other energy conservation devices shall not be erected on a Residence or Lot without first obtaining the prior written consent of the Declarant. Such devices are neither prohibited nor discouraged, but the design, appearance and location of such devices will be closely scrutinized and controlled by the Declarant, as applicable, to assure consistency with the aesthetic standards of the Property. Each Owner acknowledges and agrees that (i) such devices shall not be placed in the front yard of any Lot, (ii) such devices must be located on the back of the Residence, and (iii) Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others.

m. Remedy for Violations. If an Owner erects or constructs an Improvement or structure in violation of this Declaration, the Declarant may summarily and

without the permission or consent of the Owner, enter upon the Property and remove the unpermitted Improvements or structure, in which case neither the Declarant nor its agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Declarant on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the Declarant or is not constructed in strict compliance with any approval given or deemed given by the Declarant, or the provisions of this Article are otherwise violated, the Declarant shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the Declarant may pursue any other remedy available to it. In connection with this enforcement paragraph, the Declarant shall have the right to enter into the Property and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the Declarant or Declarant to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the Declarant's right to enforce this Declaration. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

9. No Liability. Notwithstanding anything contained herein to the contrary, the Declarant shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any Owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any proposed improvement. Furthermore, the approval of any plans and specifications or any proposed improvements shall not be deemed to be a determination or warranty that such plans and specifications or proposed improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the Declarant, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Declarant shall not be liable for any defect or deficiency in such plans and specifications or proposed improvements, or any injury to persons or property resulting therefrom. Additionally, the Declarant shall not be liable for any work or construction performed by any builder approved by the Declarant and/or Declarant, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the proposed improvements.

III. USE OF PROPERTY AND LOTS

A. Protective Covenants. In order to keep Westwind a desirable place to live for all Owners, and in order to protect the value of Westwind, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements hereof, the specific references approvals set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article.

B. Restricted Use. The Property may only be used as a single family residential community with related amenities.

C. Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot so as to be detrimental to any other Lot in the vicinity thereof or its occupants. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner having the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Area.

D. Pets. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, including the Common Area, except that each Owner may maintain not more than a total of two (2) pets, which must be either dogs or cats; provided that they are not raised, bred or maintained for any commercial purpose. Notwithstanding the foregoing, pets such as birds or fish which are kept wholly within the Residence may be maintained. No pets shall constitute a nuisance on the Property.

E. Parking. No commercial vehicle, meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway overnight. No commercial vehicle shall be parked in any parking space except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Property. No jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an Owner's garage.

F. Vehicle Maintenance. No vehicle maintenance or repair is permitted on or within Westwind.

G. Clotheslines. No clotheslines or other clotheslines-drying facility shall be permitted if visible from another Lot.

H. Garbage and Trash Containers. All garage and trash containers must be placed within the garage. Each Owner shall be required to use the trash container, if any, provided by the Declarant and/or Association. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property, shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, and materials, supplies and equipment which are stored outside the residence must be placed or stored in such a way to conceal them from view from adjacent Lots.

I. Window Air Conditioners. No window air conditioning unit shall be installed in or on any of the Residences.

J. Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on the Property at any time, except temporary structures maintained for purpose of construction.

K. Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

IV. MAINTENANCE, REPAIR AND REPLACEMENT

A. Association Obligations. It shall be the duty of the Association to manage and maintain the Common Area in a clean, attractive, sanitary and serviceable condition, and in good order and repair, subject to all governmental regulations. Such maintenance shall include without limitation the obligation to maintain the Park, the water management system and 25' Natural Undisturbed Vegetative Buffer and to obtain liability insurance for the benefit of the Association on the 525' Natural Undisturbed Vegetative Buffer, and other Common Areas.

B. Lawn Maintenance by the Association. The Association shall be responsible for front yard maintenance of the grassed area and front yard landscaping on the Lot, excluding grass or landscaping NOT originally installed by Declarant. The time and frequency of maintenance shall be determined by the Association. The Association shall not maintain landscaping or grass installed by any Owner, nor will it maintain grass or landscaping within the rear yard, deck or patio area of a Residence, which will specifically be the responsibility of the Owner to maintain. The cost of irrigation as well as the maintenance and repair of the sprinkling system shall be assessed to the Owners by the Association. The cost and expense of repair, maintenance and replacement of any part of the irrigation system damaged by a Owner, his family, lessees, guests, servants or invitees, may be assessed against said Lot.

C. Lawn Maintenance Easement. There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon the Lots for the purpose of front yard maintenance.

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

E. Purpose. Assessments levied by the Association shall be used for the purposes of management of the Common Areas and corporation annual report, accounting fees, taxes, insurance, and utility charges relating to the Common Area, front yard maintenance of the Lots, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws. The Declarant of Directors may levy assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Annual assessments may be established by the Board of Directors based upon an annual budget. All assessments shall be established at a uniform rate per Lot.

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

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

H. Owner's Obligations. Each Owner is responsible for the following matters relating to his or her Residence and Lot:

1. Each Owner shall reasonably maintain and make all repairs, at its sole cost and expense, to all portions of its Residence.
2. Each Owner shall reasonably maintain, repair and replace at its sole cost and expense, all windows, screens, doors, garage doors, gutters, flashings, shutters and screened patio enclosures located on or attached to its Residence.

3. In addition to other specified maintenance required herein, each Owner shall keep all parts of his Lot, including the Residence, clean and free of debris, at such Owner's sole cost and expense; except as to the portions of Lots that are subject to the 25' Natural Undisturbed Vegetative Buffer.

4. All Owner maintenance, repair and replacement obligations shall (i) be performed by each Owner at regular intervals as shall be necessary to keep the Lot and the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance, and (ii) be of a design, quality specification and decor consistent with the Improvements located on the Property.

V. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PROVISIONS.

A. Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property. The Surface Water or Stormwater Management System shall include the underground drainage pipes and other drainage structures which are designed to accept and detain stormwater from Westwind which are constructed within Westwind pursuant to and in the manner consistent with SJRWMD Permit # 42-109-108151-1 which will be assigned to and assumed by the Association.

B. Maintenance of Surface Water or Stormwater Management System. The Association shall maintain all waterbodies, lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, or any other permits issued by applicable governmental agencies having jurisdiction and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by local, state and federal authorities having jurisdiction.

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

All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance

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

C. Association Powers and Duties. The Association shall operate, maintain, and manage the surface water or stormwater management systems in a manner consistent with SJRWMD Permit # 42-109-108151-1 and applicable SJRWMD rules, and shall assist in the enforcement of the restrictions and covenants herein contained. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

D. Assessments. Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures, and drainage easements.

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

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

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

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

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

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

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

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

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

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

VI. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION.

A. Lots. Any Owner whose Lot or Residence located on the Lot or any Improvements located on the Lot is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the Residence and Improvements, to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Declarant in accordance with the provisions of Article II.

VII. GENERAL PROVISIONS

A. Notices. Any notice required to be sent to the Declarant shall be deemed to have been properly sent when hand delivered or mailed, postage prepaid, to the address in the introductory paragraph of this Declaration.

B. Enforcement of Covenants. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for the Declarant: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations.

C. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall". Wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all Improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the Declarant to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property and Westwind. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions.

D. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Declaration which shall remain in full force and effect.

E. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, reservation, condition, and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such portion of the Property.

F. Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Declarant owns any Lot within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall not own any Lots subject to this Declaration, the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Building Sites is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of Clay County, Florida.

G. Assignment of Permit Responsibilities and Indemnification. In connection with the development of the Property, the Declarant assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and Permit. The Declarant hereby assigns to the Association, and the Association shall be solely responsible for, all of the Declarant's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision. Further, the Association shall indemnify, defend and hold the Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

(Signature Page to Follow)

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

Signed, sealed and delivered
in the presence of:

READ VENTURES, INC.
a Florida corporation

John O Bailey Jr
Printed Name: John O BAILEY Jr

By: [Signature] v.p.
Printed Name: Robert Sherno
Its: VICE - PRESIDENT

Gloria M Banta
Printed Name: GLORIA M BANTA

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ ST. JOHNS.

The foregoing instrument was acknowledged before me this 13 day of
October, 2006, by
Robert Sherno, as the
Vice - President of READ VENTURES, INC., a Florida
corporation, for and on behalf of said corporation, and who is personally known to me or
has provided driver's license as identification.

[SEAL]

Gloria M Banta
NOTARY PUBLIC, State of Florida

Printed Name
My Commission Expires:
Commission Number:

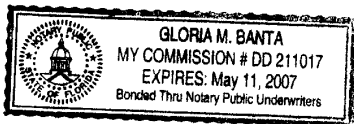


EXHIBIT A

JAX\1051508_2

-16-

NOV-09-2006 04:13 PM ROBERT.SHERNO

904 471 0915

P.02

EXHIBIT A
Legal Description
Westwind PUD

A PARCEL OF LAND SITUATED IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF GREENWOOD AS RECORDED IN MAP BOOK 19, PAGE 58 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE S 00°20'00" E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1030, PAGE 686 OF SAID PUBLIC RECORDS, A DISTANCE OF 890.10 FEET; THENCE N 89°49'08" W, A DISTANCE OF 514.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DATIL PEPPER ROAD; THENCE N 20°03'37" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 532.98 FEET; THENCE S 89°49'08" E, A DISTANCE OF 356.51 FEET; THENCE N 03°04'26" E, A DISTANCE OF 390.50 FEET TO THE SOUTH LINE OF SAID GREENWOOD; THENCE S 89°49'08" E, ALONG THE SOUTH LINE OF SAID GREENWOOD, A DISTANCE OF 314.59 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL.

THE AFOREDESCRIBED PARCEL CONTAINS 9.86 ACRES MORE OR LESS.