

DECLARATION OF COVENANTS AND RESTRICTIONS

01 13120

OF

W. W. F. CORPORATION, a Florida Corporation

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

Legal Description Attached hereto as Schedule A.

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

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

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

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

SECTION 1. EXTENT OF DECLARATION

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

SECTION 2. UNIT OWNERSHIP

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

SECTION 3. COMMON AREAS

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

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

SECTION 4. AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. RECREATION CONSTRUCTION

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

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

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

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

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

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

SECTION 7. EASEMENTS

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

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

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

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

SECTION 8. HOME OWNERS' ASSOCIATION

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

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

SECTION 9. INSURANCE

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

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

SECTION 10. ENFORCEMENT

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

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

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

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

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

SECTION 11. MEMBERSHIP IN OWNERS' ASSOCIATION

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

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

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

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

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

SECTION 12. DURATION OF DECLARATION

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

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

Signed, sealed and declared in our presence:

[Signature: Patricia J. Russell]
[Signature: J. Hollingsworth]

W. W. F. CORPORATION,
a Florida Corporation

By: *[Signature: Webster Felix]*
President



STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

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

[Signature: J. Hollingsworth]
Notary Public, State of Florida
at Large

My Commission expires:

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

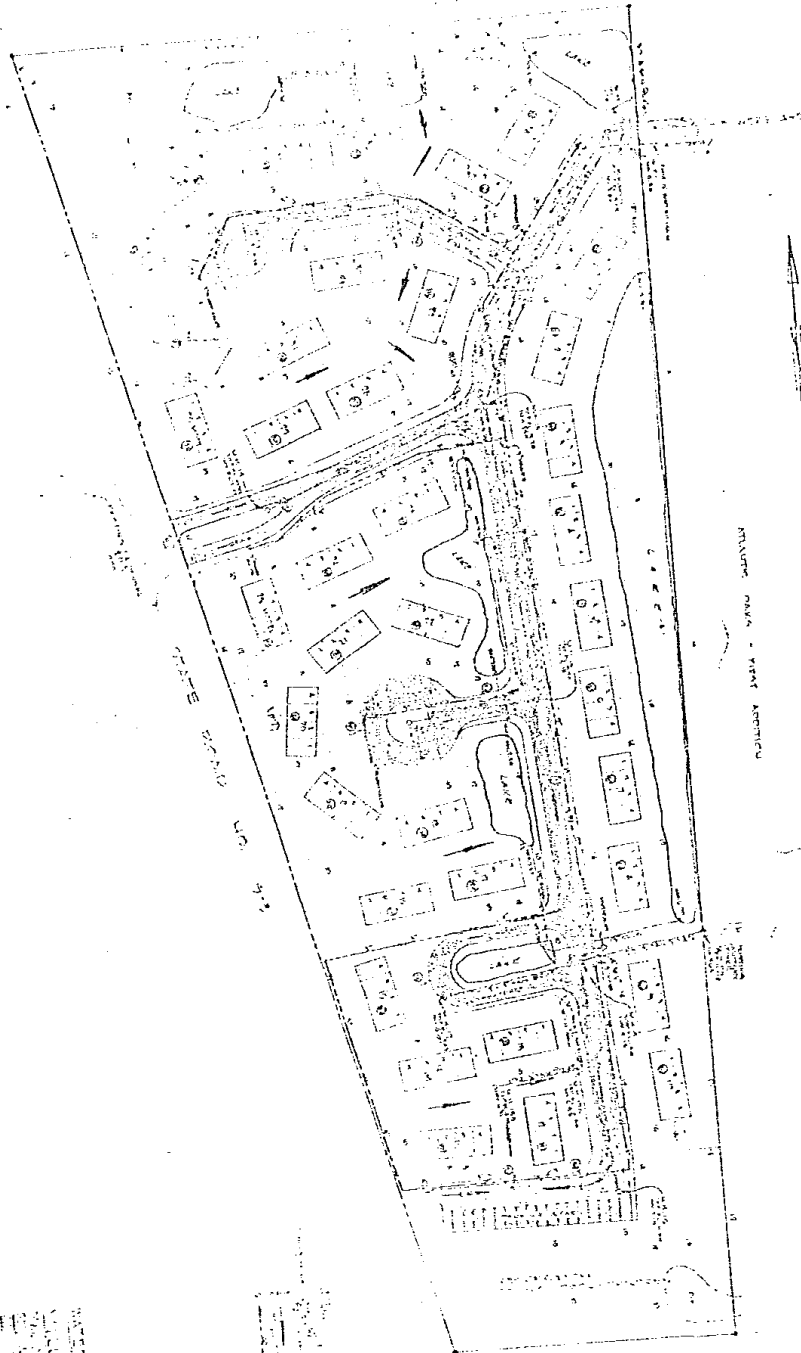
SCHEDULE A

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

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

SCHEDULE B

DEF REC 508 PAGE 549



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

1001 SEP 15 PM 3

Clk "B. L. H."
CLERK OF CIRCUIT COURT

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

1001 SEP 15 PM 3 14

Clk "B. L. H."
CLERK OF CIRCUIT COURT

This Instrument prepared by:
John R. Forbes, Esq.
817 North Main Street
Jacksonville, Florida 32202

WARRANTY DEED

81 14632

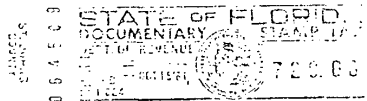
REC 512 PAGE 119

THIS INDENTURE, Made this 16th day of SEPT.

1981, between LEO ADAMS and BILLIE J. ADAMS, his wife, of the County of St. Johns, State of Florida; JOHN R. FORBES and MARIE M. FORBES, his wife; and VIRGIL A. HOLMQUIST and ANGELIA H. HOLMQUIST, his wife, of the County of Duval, State of Florida, parties of the first part, and W. C. Norman, Jr. and Susan S. Norman, his wife, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, that they granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

A portion of Block 72, North Beach, as recorded in Plat Book 3 page 28 of the public records of St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the Southerly right of way line of 14th Street and the Easterly right of way line of State Road No. 1A; thence South 16°20'51" East, along said Easterly right of way line, 96.66 feet to the POINT OF BEGINNING; thence continue South 16°20'51" East, along said Easterly right of way line, 49.83 feet; thence North 73°47'10" East, 94.62 feet; thence North 66°58'00" East, parallel with the Southerly right of way line of said 14th Street, 54.74 feet to the Westerly right of way line of Atlantic Avenue, as shown on said plat of North Beach; thence North 16°20'51" West, 49.82 feet; thence South 66°58'00" West, parallel with the Southerly right of way line of said 14th Street, 54.62 feet; thence North 73°47'10" West, 94.73 feet to the POINT OF BEGINNING.



And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have
hereunto set their hands and seals the day and year first above
written.

OFF REC 512 PAGE 120

Signed, sealed and
delivered in our
presence:

Deborah G. Turner (SEAL)
Witnesses as to LEO ADAMS

Deborah G. Turner (SEAL)
Witnesses as to BILLIE J. ADAMS

Deborah G. Turner (SEAL)
Witnesses as to JOHN R. FORBES

Deborah G. Turner (SEAL)
Witnesses as to MARIE M. FORBES

Deborah G. Turner (SEAL)
Witnesses as to VIRGIL A. HOLMQUIST

Deborah G. Turner (SEAL)
Witnesses as to ANGELIA H. HOLMQUIST

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared LEO ADAMS and BILLIE J. ADAMS,
his wife, to me well known and known to me to be the individuals des-
cribed in and who executed the foregoing instrument, and acknowledged
to and before me that they executed the same for the purposes therein
expressed.

WITNESS my hand and official seal this 16th day of September
1981, at Jacksonville, County and State aforesaid.

Deborah G. Turner
Notary Public, State of Florida
at Large.
My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires 12/31/85

STATE OF FLORIDA
COUNTY OF DUVAL

DEF 512 PAGE 121
REC

BEFORE ME personally appeared JOHN R. FORBES and MARIE M. FORBES, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16th day of September, 1981, at Jacksonville, County and State aforesaid.

Deborah G. Turner
Notary Public, State of Florida
at Large.

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Jan. 8, 1985
F. 00000000000000000000000000000000

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared VIRGIL A. HOLMQUIST and ANGELIA H. HOLMQUIST, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to and before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16th day of September, 1981, at Jacksonville, County and State aforesaid.

Deborah G. Turner
Notary Public, State of Florida
at Large.

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires Jan. 8, 1985
F. 00000000000000000000000000000000

NOTARY PUBLIC
STATE OF FLORIDA
JACKSONVILLE COUNTY, FLA.

OCT 15 PM 2:44

NOTARY PUBLIC
STATE OF FLORIDA
JACKSONVILLE COUNTY, FLA.

83 15553

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

WHEREAS, the undersigned recorded certain restrictions in Official Records Book 508, at Page 542 of the Public Records of St. Johns County, Florida;

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

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

The first sentence of paragraph A of the Covenants and Restrictions as same appears in Official Records Book 508, at page 542 of the Public Records, should read as follows:

The construction of the improvements to the lands described are in the form of "cluster housing", consisting of thirty-eight (38) separate buildings of four (4) or less units each, for a total development of not more than 152 units, together with certain areas designated for recreation sites, access easements and common areas, encompassing all of the lands described in Schedule A, referred to herein. (Said Schedule A being one and the same attached to the original Declaration of Covenants and Restrictions hereinbefore referred to.)

IN WITNESS WHEREOF, the developer as owner of more than 51% of all units has executed this Amendment this 12th day of September, 1983.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

W. W. P. CORPORATION
a Florida Corporation

Mary Jane O'Leary
Witness

W. W. P. Corporation
President

Judith A. O'Leary
Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid

to take acknowledgments, personally appeared WEBSTER FELIX, as President of W. W. F. CORPORATION, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of September, 1983.

J. S. White
NOTARY PUBLIC, State of Florida
My commission expires: 9-24-84

FILED IN CLERK'S OFFICE
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT

SEP 14 PM 2:27

Paul H. Muel
CLERK OF DISTRICT COURT

85 12968

FILE 676 PAGE 1229

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Mary Jane Dade
Judy S. Wick

W.W.F. CORPORATION,
a Florida corporation

Webster Felix
President

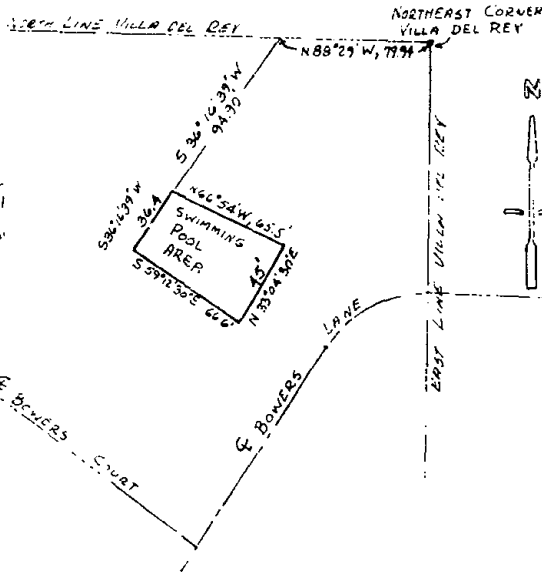
STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

Judy S. Wick
Notary Public, State of Florida at Large
My commission expires: 6-27-87

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

TRACT
"A"


LAND SURVEY

SWIMMING POOL TRACT - VILLA DEL REY SUBDIVISION

A RECTANGULAR SHAPED PARCEL OF LAND IN TRACT "A", VILLA DEL REY SUBDIVISION, IS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID PARCEL IS KNOWN AS THE SWIMMING POOL TRACT AND IS MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE NORTH 88° 29' WEST, ALONG THE NORTH LINE OF SAID VILLA DEL REY, A DISTANCE OF 70.94 FEET; THENCE SOUTH 36° 16' 30" WEST A DISTANCE OF 94.90 FEET TO THE POINT OF BEGINNING. AT THE NORTHEAST CORNER OF SAID SWIMMING POOL TRACT; THEN CONTINUE SOUTH 36° 16' 39" WEST A DISTANCE OF 36.4 FEET; THENCE SOUTH 59° 12' 30" EAST A DISTANCE OF 66.6 FEET; THENCE NORTH 33° 04' 30" EAST A DISTANCE OF 45 FEET; THENCE NORTH 66° 54' WEST A DISTANCE OF 65.5 FEET TO THE POINT OF BEGINNING.

FILED AND RECORDED
IN
PUBLIC RECORDS

1995 JUN 18 PM 3:17

Carl W. Hawkins Jr.
DEPUTY SURVEYOR

Carl W. Hawkins Jr.
DEPUTY SURVEYOR

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

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

CARL W. HAWKINS JR. LAND SURVEYOR P.O. BOX 3063 904-829-5420 St. Augustine, FLA. 32085	DATE	2-24-85	SWIMMING POOL TRACT VILLA DEL REY SUBD.	JOB NO.
	SCALE	1"=50'		REV NO.
	DRAWN BY			DWG NO.
				1182

REV. Robert Albritton
86 Fountain of Youth Dr
St AUG 32084

4817
Na

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

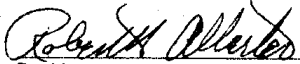
WHEREAS, there is recorded certain restrictions in Official Records Book 508, page 542 of St. Johns County, Florida

NOW, THEREFORE, the undersigned, having obtained written assent from over 51% of Unit Owners, hereby amend said Declaration of Covenants and Restrictions in the following manner:

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

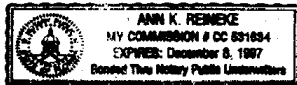
Declaration of Covenants and Restrictions of **WWF Homeowners Association, Inc.**

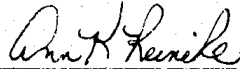
IN WITNESS WHEREOF, the undersigned Director has executed this Amended Declaration:


President FL DL R46768-23 04

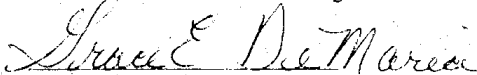
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
IN WITNESS WHEREOF, the undersigned Director has executed this Amended
Declaration this 2 of August, 1996



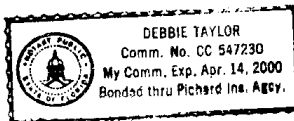


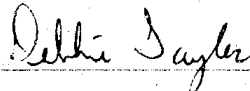
IN WITNESS WHEREOF, the undersigned Director has executed this Amended Declaration:


Vice-President

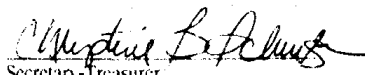
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
IN WITNESS WHEREOF, the undersigned Director has executed this Amended
Declaration this 2 of August, 1996



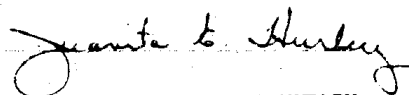


IN WITNESS WHEREOF, the undersigned Director has executed this Amended Declaration:


Secretary-Treasurer

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
IN WITNESS WHEREOF, the undersigned Director has executed this Amended
Declaration this 5 of August, 1996





JUANITA E. HURLEY
My Comm Exp. 8/19/98
Bonded By Service Ins
No. CC398814
If Personally Known () Other ()

Recorded in Public Records St. Johns County, FL
Clerk# 96028248 O.R. 1189 PG 1218 02:27PM 08/09/96
Recording \$5.00 Surcharge \$1.00

Record and return to:
This instrument was prepared by:

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

29

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

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

RECITALS:

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

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

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

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

WITNESSETH:

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

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

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

Witnesses:

KB HOME JACKSONVILLE LLC, a
Delaware limited liability company

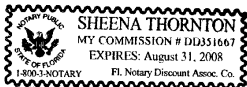
[Signature]
Name: Andrew T. Noquist
[Signature]
Name: Gerald W Doyle

[Signature]
Name: _____
By: Chris Raley
Its: SVP of Land

STATE OF FLORIDA

COUNTY OF Duval

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



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

JAX990167_2

-2-

Witnesses:

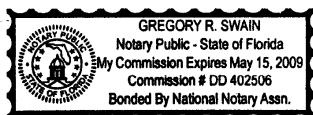
**W.W.F. HOMEOWNER'S
ASSOCIATION INC.**, a Florida not-for-profit corporation

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

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

STATE OF FLORIDA
COUNTY OF St Johns

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



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

JAX\990167_2

-3-

JOINDER AND CONSENT

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

Witnesses:

[Signature]
Name: Steve Larson

[Signature]
Name: JACKIE KLEIN

[Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

[Signature]
Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

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

JAX990167_2

-4-

JOINDER AND CONSENT

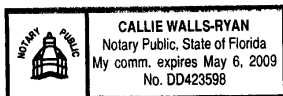
The undersigned, JUNE VERKERKE, this 11 day of APRIL, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

[Signature]
Name: Ray Tello
[Signature]
Name: Ryan W. Ryan
[Signature]
Name: June Verkerke

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Connie Ramos
Name: CONNIE RAMOS

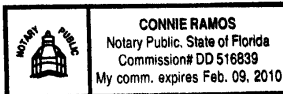
Paul L. Jorney
Name: Paul L. Jorney

Carol Drumgoole

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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



JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Margaret L. Simons
Name: Margaret L. Simons

Michael Obier
Name: Michael Obier

Lynne LeVelle

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of April, 2006, by Lynne LeVelle, who is personally known to me or produced as identification.

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



JAX990167_2

-4-

JOINDER AND CONSENT

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

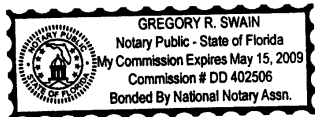
Witnesses:

[Signature]
Name: Andrew T. Morgan

[Signature]
Name: Timothy C. Abbott

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Richard Browner
Name: Richard Browner

Teresa Browner
Name: TERESA BROWNER

Suzanne Peppe

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

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

Maex Amos

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



JOINDER AND CONSENT

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

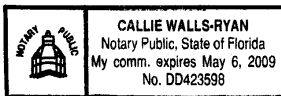
Witnesses:

[Signature]
Name: Ra D. Ryan
[Signature]
Name: Sheryl Eckerman

Jewel Vuernich

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX090167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Connie Ramos
Name: Connie Ramos

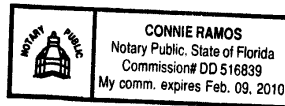
Jennifer Viola
Name: Jennifer Viola

Kirk Tobuck

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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



JAX990167_2

-4-

JOINDER AND CONSENT

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

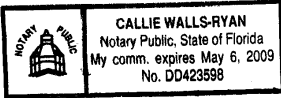
Witnesses:

[Signature]
Name: Rita W Ryan
[Signature]
Name: Ruerner

Marjorie E Young

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JOINDER AND CONSENT

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

Witnesses:

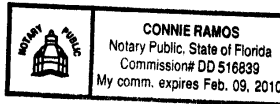
Jennifer Viola
Name: Jennifer Viola
Connie Ramos
Name: Connie Ramos

Lindsay Ohlin

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Connie Ramos
Notary Public, State of Florida
Name: CONNIE RAMOS
My Commission Expires: 2/9/2010
My Commission Number is: 00516839



JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Michael Bialer
Name: MICHAEL BIALER

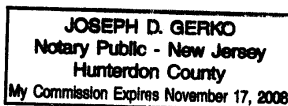
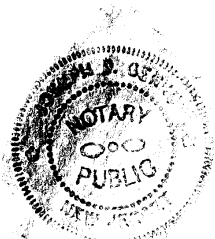
Ellen E Young

Otto Young
Name: OTTO YOUNG

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

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

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



JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Daisy E. Keller
Name: Daisy E. Keller

Albert J. Peape
Name: ALBERT PEAPE

Mary McKerny

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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



JOINDER AND CONSENT

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

Witnesses:

[Signature]
Name: Christina A. Bergquist
[Signature]
Name: Amber K. Avella

Michael S Motley

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

Patricia A. Bergquist
Notary Public, State of Florida
Name: PATRICIA A. BERGQUIST
My Commission Expires: 12/18/07
My Commission Number is: DD 275991

JAX090167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

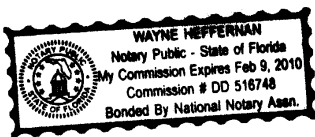
Wayne Heffernan
Name: Wayne Heffernan

Yvonne E. Roddy

Elena Lankau
Name: ELENA LANKAU

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



Wayne Heffernan
Notary Public, State of Florida
Name: Wayne Heffernan
My Commission Expires: 2-9-10
My Commission Number is: DD516748

JOINDER AND CONSENT

RUTH B DOODS

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

Witnesses:

Karla Capell
Name: Karla Capell

Ruth B Doods

Beverly Hall
Name: Beverly Hall

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

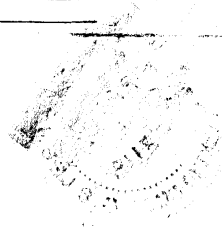
Brandon Ordham
Name: Brandon Ordham
Stephanie Saccone
Name: Stephanie Saccone

Judith D. Kernaghan

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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



JOINDER AND CONSENT

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

Witnesses:

Elizabeth Hendershot
Name: ELIZABETH HENDERSHOT Deborah Hendershot
Hazel J. Fitzsimmons
Name: HAZEL J. FITZSIMMONS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

The undersigned, FLORA ELIZABETH HENDERSON, this 4th day of MAY, 2006, joins in the foregoing Amendment and consents to the release of the KB Property from the terms and conditions of the Declaration.

Witnesses:

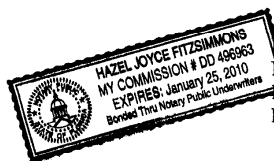
Hazel J. Fitzsimmons
Name: HAZEL FITZSIMMONS

Flora Elizabeth Henderson

Lisa A. Mendello
Name: LISA A. MENDELLO

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

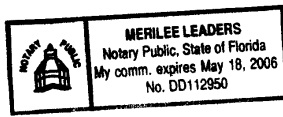
Patricia Nieboer
Name: Patricia Nieboer

Kellym Hurtu
Name: Kellym Hurtu

Cori Walsh

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Louaine Gallo
Name: LOUAINE GALLO

Corrie Salerno
Name: CORRIE SALERNO

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

[Signature]
Name: Mark Porter
[Signature]
Name: Michael Porter

[Signature]
Deborah L. Riggs

STATE OF FLORIDA
COUNTY OF ST. JOHNS Nassau

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



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

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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

D.L. Wiser
Name: D.L. WISER

Craig Day
Name: CRAIG DAY

Charlene Binder

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

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

JAX990167_2

-4-

JOINDER AND CONSENT

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

Witnesses:

Kristin Coulter
Name: Kristin Coulter

Brenda Marshall
Name: Brenda Marshall

Nadene E. Verrigni

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

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

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

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

4/21/06

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JOINDER AND CONSENT

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

Witnesses:

Wayne M. Dutzik
Name: WAYNE M. DUTZIK

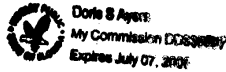
X Scot Halsne

Cynthia J. Dutzik
Name: CYNTHIA S. DUTZIK

X Valarie J. Hanson

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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



Doris Ayers
Notary Public, State of Florida
Name: _____
My Commission Expires: 7/7/08
My Commission Number is: _____

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EXHIBIT A

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

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

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SCHEDULE A

SCHEDULE 1

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

Commencing at the SE corner of Government Lot 3, thence run N. 89° 29' west 768.04 feet to the east right-of-way of line of State Road 85-3; thence run North 12° 49' west 1362.41 feet along the east right-of-way line of State Road 85-3 to a point; thence run South 89° 29' east along the north line of Government Lot 3, 1091.5 feet to the east line of Government Lot 3, thence south 0° 55' west 1320 feet to the SE corner of Lot 3, and the point of beginning (except the east 500 feet of said parcel recorded as Atlantic Oaks Subdivision & Atlantic Oaks 1st Addition.)

Less and except the following property:

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

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

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REVITALIZED DECLARATION OF COVENANTS AND
RESTRICTIONS

OF

WWF HOMEOWNERS ASSOCIATION, INC.

REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WWF HOMEOWNERS ASSOCIATION, INC.

RECITALS:

WHEREAS, W. W. F. CORPORATION, a Florida Corporation was the previous owner, developer and subdivider of the following described real property located in St. Johns County, Florida:

Legal Description Attached hereto as **Schedule A.**

WHEREAS, WWF HOMEOWNERS ASSOCIATION, INC. is the present owner, and pursuant to the Declaration of Covenants and Restrictions originally recorded on or about September 14, 1981 at Official Records Book 508, Page 542 and following, was entrusted with the care of the common property and other duties and responsibilities enumerated therein; and

WHEREAS, the Declaration of Covenants and Restrictions of WWF Homeowners Association Inc. was subsequently amended on or about October 15, 1981 and recorded at Official Records Book 512, Page 151 of the Official Records of St. Johns County, Florida; and was thereafter amended on or about September 14, 1983 and recorded at Official Records Book 604, Page 632; and was thereafter supplemented or amended on or about June 18, 1985 and recorded at Official Records Book 676, Page 1229; and was thereafter amended on or about August 9, 1996 and recorded at Official Records Book 1189, Page 1218; and was thereafter amended on or about August 14, 2006 and recorded at Official Records Book 2763, Page 1284, all of the Public Records of St. Johns County, Florida; and

WHEREAS, written consent of the requisite number of owners of the parcels, lots, or tracts in the above-described property more commonly known as Villa Del Rey have agreed in writing to revitalize the Restated Declaration pursuant to Section 720.403-407 of the Florida Statutes (2014). Pursuant to the requirements of Section 720.405, Fla. Stat. (2014), the parcels or lots are hereby specifically made subject to this revitalized Declaration appear on **Schedule B** attached hereto; and

WHEREAS, it is now desired by the affected parcel owners of record and WWF Homeowners Association, Inc. to revitalize these covenants and restrictions as to each and every of the numbered lots or parcels hereafter set forth and located in Villa Del Rey, a planned development, and to limit the use for each and every of those lots or parcels located in Villa Del Rey, according to the map or plat thereof and as amended, of the Public Records of St. Johns County.

THEREFORE, WWF Homeowners Association, Inc., ("Association") together with the requisite number of lot or parcel owners, hereby declare that each and every of the numbered lots or parcels located in the parcel of property more particularly described on Schedule A attached hereto shall be subject to these covenants and restrictions which are intended to be and shall be taken as a consideration for any agreement for deed of conveyance, lease, or other instrument of conveyance hereafter made, and as one of the express conditions thereof, and which shall constitute covenants and servitudes running with the land forever. The Association and parcel owners declare, publish and make the following Restrictions and Covenants pertaining to the aforesaid land, under the following terms and conditions, to wit:

WITNESSETH:

These Covenants and Restrictions shall run with the title to the land, and all lands subject to this Declaration shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered, subject to this Declaration and to the Covenants, Restrictions, easements, agreements, charges and liens hereinafter or hereinbefore set forth. Every Grantee, mortgagee or party, successors,

assignee, heir, administrator, representative or assign shall be subject to these Covenants, Restrictions and Declaration. These provisions shall apply whether reference is made to the same in the conveyance, mortgage or other instrument between any party affected by this Declaration and the lands pertaining.

SECTION 1. EXTENT OF DECLARATION

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

SECTION 2. UNIT OWNERSHIP

Each owner holds fee simple title to their respective parcels and Dwelling Units located thereon subject to this Declaration, and grants of easements, access, common areas, now or hereafter reserved by the Association as applicable in the future.

SECTION 3. COMMON AREAS

All common areas, recreation areas, access ways, streets, roads, alleys are reserved as easements for utilities, access ways, above and below ground utilities, cables, power lines, water lines, sewer lines and all necessary accessory uses as the Association deems advisable in its discretion. Further, there is hereby declared an easement over and across each access way for purposes of ingress and egress to each separate dwelling unit provided for herein, and no owner shall interfere with or otherwise impede such free and unencumbered access to any dwelling unit, by any such unit owner. All unit owners shall be granted free and unencumbered access over and across access ways for purposes of ingress and egress to each unit herein.

SECTION 4. AMENDMENT

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

SECTION 5. UNIT OWNER REQUIREMENTS

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

- a. No unit shall be used other than for residential purposes, and no business, commercial, or similar activity shall be engaged in any unit, any common area, recreation area or within any of the boundaries of the property herein. Except only, the developer may use a reasonable portion of the property and building units for sales purposes, and until such time as the development is fully completed, may maintain construction trailers, commercial and building equipment necessary for construction purposes.
- b. No unit shall be used to store any noxious chemicals, materials, flammables or other hazardous substances.
- c. No unit owner shall permit, allow or tolerate storage of inoperable motor vehicles, wrecked or junk cars, car parts, parts of vehicles or any such transportation equipment; and no unit owner shall engage in auto repairs or other vehicle repairs in and around any unit. The intent of this Restriction is to prevent storage and accumulation of inoperable motor vehicles in the development, as well as their parts and pieces, which will detract from the overall residential quality of the neighborhood.

- d. No unit owner shall permit, allow or tolerate excessive noise to emanate from a unit, to include stereo, musical band instruments, or other amplified sound, nor shall band or musical instrument practice be permitted within a unit or outside, unless the same is a musical concert sponsored by the development or the Owners' Association.
- e. Unit owners shall comply with parking regulations and restrictions designated by the Association, as to owner parking of motor vehicles, guest parking, and there shall be no storage or maintenance of junk or disabled vehicles in and about the property or parking areas. A unit owner may store a single boat and boat trailer which does not exceed 18 feet in length on said property in the parking areas as designated by the Association.
- f. No unit owner shall permit to be caged, housed or stored in any unit, its surrounding areas or in the common areas any animal, fowl, livestock, wild animal, non-domesticated animal, circus-type animal, excepting domesticated dogs or cats, not to exceed a total of two per dwelling unit. Any such authorized pet shall not be permitted to roam at large, but shall at all times be kept within the confines of the dwelling unit, its balcony or porch area, and when away from the premises, shall be kept on a leash or restraint not exceeding six (6) feet in length within the boundary lines of the property covered by this Declaration.
- g. No unit owner shall change, repair or otherwise materially alter the architectural design of any unit dwelling without prior written approval of the Architectural Review Board consisting of not less than two (2) persons, which persons are not required to be a member of the Association, and who will be appointed and designated by the Association. Repairs, rebuilding, painting or any other type of work beyond normal maintenance of a unit must have approval of the Architectural Review Board so as to retain the continuity of the original building Unit designs.
- h. No unit owner shall install, erect or construct any sign in or upon any unit dwelling, or its surrounding lands, nor display any such signs affixed to any window, exterior portion of structure, roof, fence, door, entrance or any portion of structure. This provisions shall not be construed to deny a registered real estate broker to display a "for sale" listing sign, provided such sign does not exceed 600 square inches in size and shall only be displayed towards the front of a unit dwelling, provided such unit is listed for bona fide sale on the open market. A unit owner listing the property for sale "by Owner" may also display such a "for sale" sign.
- i. No fences or hedges shall be erected, established or maintained by any unit owner, not otherwise provided in the architectural design guidelines.
- j. No animal breeding shall be permitted by any unit owner, nor engaged in by any unit owner, nor shall kennels be constructed in or upon any unit or its surrounding land.
- k. Each unit owner shall maintain the outside and interior of the dwelling unit, including walls, windows, glass, cement, walkways and other surrounding areas, and shall not permit the same to fall into disrepair. In the event such occurs, the Association may correct such defect and cause to be recorded an Assessment Lien as is provided for non-payment of assessments and enforce collection as provided for delinquent assessments.
- l. No unit owner shall store, maintain or cause to be retained in and around the units, any unused refrigerators, freezers, appliances or other material not directly associated with living within the dwelling unit, and all refuse containers shall be stored and maintained in the places provided for same, and no owner shall cause any unreasonable amounts of trash, discarded equipment, clothes, boxes or any personal property to accumulate in and around dwelling units and the common areas. Any such accumulation may be removed by the Association at the cost and expense of a Unit Owner.

SECTION 6. RECREATION FACILITIES

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

SECTION 7. EASEMENTS

- a. All unit owners shall have rights of access to all common areas located within the land more particularly described on Schedule A for means of ingress and egress and use of recreation facilities and parking areas.
- b. No unit owner shall authorize, permit or undertake to operate heavy equipment or track vehicles over and across access streets, roads or alleys throughout.
- c. Unit owners will cooperate with other unit owners in the maintenance and upkeep of any common wall (party wall) separating unit dwellings, which shall not be considered a common area, but only jointly shared with the adjacent owner.
- d. All common areas, easements, recreation areas and lands not included in a purchaser's unit dwelling and which have been deeded over to the Association are operated and maintained by the Association.

SECTION 8. HOMEOWNERS' ASSOCIATION

- a. In connection with maintenance and upkeep of the common areas, easements, recreational facilities and all of the surrounding lands of the development, excluding a unit owner's dwelling and land, the same will be provided by an annual operating budget, and each unit owner will be assessed a pro rata share on a monthly basis, such pro rata share to be based upon the number of units sold and owned by persons or firms, provided, however, no unit owner shall be liable for any construction costs of any of the common areas, easements, recreational facilities and surrounding lands and its landscaping.
- b. Annual budgets shall be maintained and periodic maintenance fees shall be adjusted at the time each annual budget is set forth, and shall be due and payable in advance of each specified billing period. No maintenance fee shall return any interest to any unit owner, but shall be retained as part of the maintenance budget, should any interest accrue or be earned thereon.

SECTION 9. INSURANCE

Each unit owner shall be liable for its own fire and extended insurance on a unit, and such insurance must and shall be maintained by a unit owner, together with flood insurance, if available on the site. In the event of destruction of any unit by fire, windstorm or other casualty, the unit owner shall be responsible to rebuild in accordance with original unit design to be approved by the Architectural Review Board, within 90 days of the loss, and such insurance shall contain a loss payable provision in favor of the Association for such reconstruction requirement. Amounts of such insurance shall be not less than the purchase price of a unit, or the fair market value of the unit, whichever is higher. The Association shall have the right to determine such values. All liability insurance costs and any insurance involving common areas, recreation areas, easements and other areas, not directly being the individual unit owner's dwelling site, shall be paid by the Association and assessed in accordance with the Annual Budget.

SECTION 10. ENFORCEMENT

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

- a. Unit maintenance fees shall be a lien on the interest of the unit owner failing to pay the same, and may be foreclosed as any other lien under the laws of Florida, including reasonable attorneys' fees for enforcement of non-payment thereof. Any delinquent maintenance fee may be provided for by recording a Notice of Delinquent Assessment by the Association, in the public records which may be filed not sooner than 60 days after such fee was due and owing. All attorneys' fees and court costs shall be due in addition as may be required to collect a delinquent assessment, whether suit be filed or not. After 60-day delinquency, assessments shall bear interest at 18% per annum.
- b. Particular provisions of compliance may be enforced by the Association, or any unit owner by way of court injunction together with any resultant damages, plus any legal fees and court costs, should court action ensue. A unit owner shall be given 30 days advance notice of a violation and a specified time period not exceeding 30 days to correct a violation.
- c. Should any provision of this Declaration be declared invalid, this shall not operate to invalidate any other provision.
- d. By becoming a member of the Association, each unit owner specifically consents to the applicability of this enforcement provision and waives any claim, demand or right to object to such enforcement proceeding, in the event of violation or non-payment of assessment.

SECTION 11. MEMBERSHIP IN ASSOCIATION

- a. Each unit owner upon accepting a conveyance by deed or other evidence of ownership interest (not including the initial Contract for Purchase) shall automatically be deemed to have applied for and been accepted as a member of the Association, and shall be entitled to one (1) vote per unit owned.
- b. Upon a unit owner proposing to sell, transfer or convey and prior to selling, transferring or conveying ownership interest in a unit, the Association shall receive an application from the proposed buyer and shall consider the same for application to the Association for approval, which shall not unreasonably be denied. The Association shall have the right of first refusal of any sale, lease or transfer. The Association can consider the credit and financial standing of the applicant, character and reputation and related factors in consideration for approval. No applicant shall be denied membership because of race, religion, national origin or sex.
- c. Membership shall continue so long as an approved unit owner maintains ownership and shall descend to that owner's heirs, personal representatives in the event of death.
- d. No person or entity holding any lien, mortgage or other encumbrance shall be entitled, by virtue thereof, to membership in the Association, or to any other rights or privileges of such membership.

SECTION 12. DURATION OF DECLARATION

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

IN WITNESS WHEREOF, WWF Homeowners Association, Inc., after obtaining the requisite approval from the parcel owners, has executed this Declaration this 26 day of July, 2014.

Signed, sealed and declared in our presence:

Heather Cheever
Witness

WWF Homeowners Association, Inc.

Printed: Heather Cheever
Patricia Bonetto
Witness

By: [Signature]
President

Printed: Patricia Bonetto

STATE OF MASSACHUSETTS
COUNTY OF Plymouth

The foregoing instrument was acknowledged before me this 26 day of July, 2014, by Ronald L. Stevens, as President for WWF Homeowners Association, Inc., who has ☒ produced a valid driver's license or ☐ is personally known to me.



KATHLEEN M. CONCANNON
Notary Public
Commonwealth of Massachusetts
My Commission Expires February 26, 2021

[Signature]
Notary Public, State of Massachusetts
My Commission expires: February 26, 2021

IN WITNESS WHEREOF, WWF Homeowners Association, Inc., after obtaining the requisite approval from the parcel owners, has executed this Declaration this 28th day of July, 2014.

Signed, sealed and declared in our presence:

[Signature]
Witness

WWF Homeowners Association, Inc.

Printed: James J. Roche
Markenzie Best
Witness

By: Albert F. Peppe
Secretary

Printed: Markenzie Best

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 28th day of July, 2014, by Albert F. Peppe, as Secretary for WWF Homeowners Association, Inc., who has ☒ produced a valid driver's license or ☐ is personally known to me.



RACHEL GROSSMAN
MY COMMISSION # FF 049647
EXPIRES: August 28, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida at Large
My Commission expires:

SCHEDULE A

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

COMMENCING AT THE SE CORNER OF GOVERNMENT LOT 3, THENCE RUN N. 88° 29' WEST 768.04 FEET TO THE EAST RIGHT-OF-WAY OF LINE OF STATE ROAD S-3; THENCE RUN NORTH 12° 49' WEST 1362.41 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-3 TO A POINT; THENCE RUN SOUTH 88° 29' EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 3, 1091.5 FEET TO THE EAST LINE OF GOVERNMENT LOT 3; THENCE SOUTH 0° 55' WEST 1320 FEET TO THE SE CORNER OF LOT 3, AND THE POINT OF BEGINNING. (EXCEPT THE EAST 500 FEET OF SAID PARCEL RECORDED AS ATLANTIC OAKS SUBDIVISION & ATLANTIC OAKS 1ST ADDITION.)

INCLUDING THE SWIMMING POOL TRACT, MORE PARTICULARLY DESCRIBED AS:

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

LESS AND EXCEPT THE FOLLOWING PROPERTY:

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

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

SCHEDULE B

PARCELS AND OWNERS OF WWF HOMEOWNERS ASSOCIATION, INC. – VILLA DEL REY – SUBJECT TO THIS REVITALIZED DECLARATION

Pursuant to the requirements of Section 720.405 of the Florida Statutes (2014), the following Parcels are hereby specifically made subject to this Revitalized Declaration:

1. RONALD L. STEVENS AND MARION LEE STEVENS – 101 SEA OATS PLACE

TOWNHOUSE NO. 1, UNIT NO. 3, VILLA DEL REY SUBDIVISION, TRACT “C”, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 55 MINUTES WEST, ALONG THE EAST BOUNDARY OF SAID VILLA DEL REY, A DISTANCE OF 412.01 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 66.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.5 FEET; THENCE SOUTH 1 DEGREE 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 38.25 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 43.5 FEET; THENCE NORTH 1 DEGREE 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 38.25 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0620

PROPERTY ADDRESS: 101 SEA OATS PLACE, ST. AUGUSTINE, FLORIDA 32080

2. BETTIE LYNNE LEVEILLE - 103 SEA OATS PLACE

VILLA DEL REY TOWNHOUSE NUMBER TWO OF UNIT NUMBER THREE. A RECTANGULAR SHAPED PARCEL OF LAND IN TRACT “C”, VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND IS DESCRIBED AS TOWNHOUSE #2 OF UNIT #3, TRACT “C”, VILLA DEL REY, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00 DEGREES 55 MINUTES WEST, ALONG THE EAST BOUNDARY OF VILLA DEL REY, A DISTANCE OF 460.71 FEET; THENCE SOUTH 86 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 64.49 FEET TO THE POINT OF BEGINNING; THEN CONTINUE SOUTH 86 DEGREES 21 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.77 FEET; THENCE SOUTH 3 DEGREES 38 MINUTES 38 SECONDS EAST, A DISTANCE OF 40.98 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 43.77 FEET; THENCE NORTH 3 DEGREES 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.98 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0032

PROPERTY ADDRESS: 103 SEA OATS PLACE, ST. AUGUSTINE, FLORIDA 32080

3. GARY OWENS LIMITED PARTNERSHIP – 601 BOWERS COURT

TOWNHOUSE NO. 3, UNIT NO. 29, VILLA DEL REY SUBDIVISION, MORE FULLY DESCRIBED AS FOLLOWS:

A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SAID PARCEL OF LAND IS DESCRIBED AS UNIT #329, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00 DEGREES 55 MINUTES WEST, ALONG THE EAST LINE OF SAID VILLA DEL REY SUBDIVISION, A DISTANCE OF 339.34 FEET; THENCE NORTH 61 DEGREES 24 MINUTES WEST, A DISTANCE OF 212.57 FEET TO THE NORTHEAST CORNER OF UNIT #329 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 61 DEGREES 24 MINUTES WEST, A DISTANCE OF 41.00 FEET; THENCE SOUTH 28 DEGREES 36 MINUTES WEST, A DISTANCE OF 47.50 FEET; THENCE SOUTH 61 DEGREES 24 MINUTES EAST, A DISTANCE OF 41.00 FEET; THENCE NORTH 28 DEGREES 36 MINUTES EAST, A DISTANCE OF 47.50 FEET THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0293

PROPERTY ADDRESS: 601 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

4. JUNE C. VERKERKE – 603 BOWERS LANE

TOWNHOUSE NO. 1, UNIT NO. 1, VILLA DEL REY SUBDIVISION, MORE FULLY DESCRIBED AS FOLLOWS: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND IS DESCRIBED AS TOWNHOUSE NO. 1, UNIT NO. 1, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00°55' WEST, ALONG THE EAST LINE OF SAID VILLA DEL REY, A DISTANCE OF 318.23 FEET; THENCE NORTH 47°13' WEST, A DISTANCE OF 57.18 FEET TO THE SOUTHEAST CORNER OF SAID TOWNHOUSE NO. 1, UNIT NO. 1, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°13', WEST, A DISTANCE OF 43.5 FEET; THENCE NORTH 42°47' EAST A DISTANCE OF 50.0 FEET; THENCE SOUTH 47°13' EAST, A DISTANCE OF 43.5 FEET; THENCE SOUTH 42°47' WEST, A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0011

PROPERTY ADDRESS: 603 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

5. JOHNATHAN BISHOP AND IRENE BISHOP – 604 BOWERS LANE

TOWNHOUSE NO. 2 UNIT NO. 29 VILLA DEL REY SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN TRACT "A", VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS TOWNHOUSE 2 OF UNIT 29, TRACT "A", SAID VILLA DEL REY; COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00°55' WEST ALONG THE EAST BOUNDARY OF SAID VILLA DEL REY, A DISTANCE OF 363.45 FEET THENCE NORTH 85°30'19" WEST 188.51 FEET; THENCE NORTH 04°29'41" EAST 37.84 FEET TO THE POINT OF BEGINNING; THENCE

NORTH 85°30'19" WEST 49.27 FEET; THENCE NORTH 04°29'41" EAST 24.24 FEET; THENCE SOUTH 85°30'19" EAST 49.27 FEET; THENCE SOUTH 04°29'41" WEST 24.24 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0292

PROPERTY ADDRESS: 604 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

6. JENNA M. CAMPBELL – 605 BOWERS LANE

TOWNHOUSE NO. 2, UNIT NO. 1, VILLA DEL REY SUBDIVISION, BEING MORE GULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00 DEGREES 55 MINUTES WEST, ALONG THE EAST BOUNDARY OF SAID VILLA DEL REY, A DISTANCE OF 297.07 FEET; THENCE NORTH 66 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 44.82 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2-1 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 66 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 51.0 FEET; THENCE SOUTH 23 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 66 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.0 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0012

PROPERTY ADDRESS: 605 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

7. CHRISTOPHER D. PAONE – 606 BOWERS LANE

TOWNHOUSE NO. 1 UNIT NO. 29 VILLA DEL REY SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN TRACT "A", VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING DESCRIBED AS TOWNHOUSE 1 OF UNIT 29, TRACT "A", SAID VILLA DEL REY; COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00°55' WEST ALONG THE EAST BOUNDARY OF SAID VILLA DEL REY, A DISTANCE OF 363.45 FEET THENCE NORTH 85°30'19" WEST 188.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°30'19" WEST 49.27 FEET; THENCE NORTH 04°29'41" EAST 38.03 FEET; THENCE SOUTH 85°30'19" EAST 49.27 FEET; THENCE SOUTH 04°29'41" WEST 37.84 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0291

PROPERTY ADDRESS: 606 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

8. ALBERT F. PEPPE AND SUZANNE M. PEPPE – 607 BOWERS LANE

A RECTANGULAR SHAPED PARCEL OF LAND IN TRACT "C", VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND IS DESCRIBED AS UNIT #1, BUILDING 2, TRACT "C", VILLA DEL REY, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00 DEGREES 55 MINUTES WEST, ALONG THE EAST BOUNDARY OF VILLA DEL REY, A DISTANCE OF 322.69 FEET; THENCE NORTH 84 DEGREES 26 MINUTES 44 SECONDS WEST, A DISTANCE OF 63.58 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1-2, AND THE POINT OF BEGINNING; THEN CONTINUE NORTH 84 DEGREES 26 MINUTES 44 SECONDS WEST, A DISTANCE OF 43.0 FEET; THENCE SOUTH 5 DEGREES 33 MINUTES 16 SECONDS WEST, A DISTANCE OF 40.0 FEET; THENCE SOUTH 84

DEGREES 26 MINUTES 44 SECONDS EAST A DISTANCE OF 43.0 FEET; THENCE NORTH 5 DEGREES 33 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.0 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0021.

PROPERTY ADDRESS: 607 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

9. CHRISTOPHER C. CONSAGA AND DONNA M. CONSAGA – 608 BOWERS LANE

TOWNHOUSE #4 OF UNIT #28 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE EASTERLY 19.5 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE EXTERIOR DIMENSIONS OF UNIT #28 AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF TRACT “A” OF SAID VILLA DEL KEY SUBDIVISION; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT “A” AND THE EAST RIGHT OF WAY LINE OF STATE ROAD S-3, A DISTANCE OF 480.92 FEET; THENCE NORTH 67 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 193.29 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 67 DEGREES 57 MINUTES 12 SECONDS EAST, A DISTANCE OF 69.0 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 45.0 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 69.0 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 48 DEGREES EAST, A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0284

PROPERTY ADDRESS: 608 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

10. JAMES J TAYLOR JR. AS TRUSTEE OF THE DKD LAND TRUST– 609 BOWERS LANE

A RECTANGULAR SHAPED PARCEL OF LAND IN TRACT “C”, VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND IS DESCRIBED AS UNIT #2-2, TRACT “C”, VILLA DEL REY, AND IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 00 DEGREES, 55 MINUTES WEST, ALONG THE EAST BOUNDARY OF VILLA DEL REY, A DISTANCE OF 402.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 64.89 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2-2; THENCE CONTINUE SOUTH 89 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 45.0 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 53 SECONDS WEST, A DISTANCE OF 40.0 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 45.0 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 40.0 FEET TO THE POINT OF THE BEGINNING. PARCEL ID NUMBER: 172405-0022

PROPERTY ADDRESS: 609 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

11. MICHAEL S. MOTLEY – 610 BOWERS LANE

TOWNHOUSE #3 OF UNIT #28 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE WESTERLY 16.0 FEET OF THE EASTERLY 35.5 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE EXTERIOR DIMENSIONS OF UNIT #28 AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT OF WAY LINE OF STATE ROAD S-3, A DISTANCE OF 480.92 FEET; THENCE NORTH 67°57'12" EAST, A DISTANCE OF 193.29 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 67°57'12" EAST, A DISTANCE OF 69.0 FEET; THENCE NORTH 22°02'48" WEST, A DISTANCE OF 45.0 FEET; THENCE SOUTH 67°57'12" WEST, A DISTANCE OF 69.0 FEET; THENCE SOUTH 22°02'48" EAST, A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0283

PROPERTY ADDRESS: 610 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

12. JOEL E. STEINKE AND KAYE STEINKE AND PAUL S. STEINKE AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP – 611 BOWERS COURT

TOWNHOUSE No. 1, OF UNIT No. 31, VILLA DEL REY SUBDIVISION – THE EAST 18.65 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID VILLA DEL REY TRACT "A", AND THE EAST LINE OF STATE ROAD S-3, A DISTANCE OF 385.19 FEET; THENCE NORTH 7.3 DEGREES 29 MINUTES 12 SECONDS EAST, 105.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73 DEGREES 29 MINUTES 12 SECONDS EAST, 70.00 FEET; THENCE NORTH 16 DEGREES 30 MINUTES 48 SECONDS WEST, 45.00 FEET; THENCE SOUTH 73 DEGREES 29 MINUTES 12 SECONDS WEST, 70.00 FEET; THENCE SOUTH 16 DEGREES 30 MINUTES 48 SECONDS EAST, 45.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0311

PROPERTY ADDRESS: 611 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

13. DAVID R. YATES AND JEFFREY P. ANSELL - 612 BOWERS LANE

TOWNHOUSE #2, OF UNIT #28 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE EASTERLY 16.0 FEET OF THE WESTERLY 33.5 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE EXTERIOR DIMENSIONS OF UNIT #28, AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT OF WAY OF STATE ROAD S-3, A DISTANCE OF 480.92 FEET; THENCE NORTH 67 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 193.28 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 67 DEGREES 57 MINUTES 12 SECONDS EAST A DISTANCE OF 69.0 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 48 SECONDS WEST, A DISTANCE OF 45.0 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 12 SECONDS WEST, A DISTANCE OF 69.0 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0282

PROPERTY ADDRESS: 612 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

14. SERENA E. PINES – 613 BOWERS COURT

TOWNHOUSE No. 2 OF UNIT No. 31, VILLA DEL REY SUBDIVISION, THE WEST 16.24 FEET OF THE EAST 34.89 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID VILLA DEL REY TRACT "A", AND THE EAST LINE OF STATE ROAD S-3, A DISTANCE OF 385.19 FEET; THENCE NORTH 73 DEGREES 29 MINUTES 12 SECONDS EAST, 105.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73 DEGREES 29 MINUTES 12 SECONDS EAST, 70 FEET; THENCE NORTH 16 DEGREES 30 MINUTES 48 SECONDS WEST, 45 FEET; THENCE SOUTH 73 DEGREES 29 MINUTES 12 SECONDS WEST, 70 FEET; THENCE SOUTH 16 DEGREES 30 MINUTES 48 SECONDS EAST, 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0312

PROPERTY ADDRESS: 613 BOWERS COURT, ST. AUGUSTINE, FL 32080

15. YVONNE E. WORKMAN – 614 BOWERS LANE

TOWNHOUSE #1 OF UNIT #28 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE WESTERLY 17.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EXTERIOR DIMENSIONS OF UNIT #28 AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12 DEGREES 49'48" EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT OF WAY LINE OF STATE ROAD S-3, A DISTANCE OF 480.92 FEET; THENCE NORTH 67 DEGREES 57'12" EAST, A DISTANCE OF 193.29 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 67 DEGREES 57'12" EAST, A DISTANCE OF 69.0 FEET; THENCE NORTH 22 DEGREES 02'48" WEST, A DISTANCE OF 45.0 FEET; THENCE SOUTH 67 DEGREES 57'12" WEST, A DISTANCE OF 69.0 FEET; THENCE SOUTH 22 DEGREES 02'48" EAST, A DISTANCE OF 45.0 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0281

PROPERTY ADDRESS: 614 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

16. CHARLENE BINDER N/K/A CHARLENE MOORE – 615 BOWERS COURT

TOWNHOUSE #3 OF UNIT #31 OF VILLA DEL REY SUBDIVISION – THE EAST 16.25 FEET OF THE WEST 35.11 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ALONG THE WEST LINE OF SAID VILLA DEL REY TRACT "A" AND THE EAST LINE OF STATE ROAD S-3, A DISTANCE OF 385.19 FEET; THENCE NORTH 73°29'12" EAST, 105.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73°29'12" EAST, 70 FEET; THENCE NORTH 16°30'48" WEST, 45 FEET; THENCE SOUTH 73°29'12" WEST, 70 FEET; THENCE SOUTH 16°30'48" EAST, 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0313

PROPERTY ADDRESS: 615 BOWERS COURT, ST. AUGUSTINE, FL 32080

17. MARY M. MCKEMY – 616 BOWERS LANE

TOWNHOUSE NO. 4 OF UNIT NO. 27 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE EASTERLY 17.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EXTERIOR DIMENSIONS OF UNIT NO. 27 AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ALONG THE WEST LINE OF TRACT "A" AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S3, A DISTANCE OF 458.97 FEET; THENCE NORTH 74°17'12" EAST, A DISTANCE OF 107.47 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 74°17'12" EAST A DISTANCE OF 70 FEET; THENCE NORTH 15°42'48" WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 74°17'12" WEST, A DISTANCE OF 70 FEET, THENCE SOUTH 15°42'48" EAST, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172405-0274

PROPERTY ADDRESS: 616 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

18. JAMES E. RIGGS AND DEBORAH L. RIGGS, AS TRUSTEES OF THE JAMES E. RIGGS AND DEBORAH L. RIGGS JOINT TRUST U/A/D AUGUST 30, 2013 – 617 BOWERS COURT

TOWNHOUSE NO. 4 OF UNIT NO. 31, VILLA DEL REY SUBDIVISION – THE WEST 18.86 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ALONG THE WEST LINE OF SAID VILLA DEL REY TRACT "A", AND THE EAST LINE OF STATE ROAD S-3, A DISTANCE OF 385.19 FEET; THENCE NORTH 73°29'12" EAST, 105.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 73°29'12" EAST, 70 FEET; THENCE NORTH 16°30'48" WEST, 45 FEET; THENCE SOUTH 73°29'12" WEST, 70 FEET; THENCE SOUTH 16°30'48" EAST, 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0314

PROPERTY ADDRESS: 617 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

19. VALARIE HANSON A/K/A VALERIE J. HANSON AND SCOT D. HALSNE – 618 BOWERS LANE

TOWNHOUSE #3, UNIT #27, OF VILLA DEL REY SUBDIVISION BEING MORE FULLY DESCRIBED AS FOLLOWS: THE WESTERLY 17.5 FEET OF THE EASTERLY 35 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EXTERIOR DIMENSIONS OF UNIT #27, AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'45" EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT OF WAY LINE OF STATE ROAD S-3, A DISTANCE OF 458.97 FEET; THENCE NORTH 74°17'12" EAST, A DISTANCE OF 107.47 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE NORTH 74°17'12" EAST A DISTANCE OF 70 FEET; THENCE NORTH 15°42'48" WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 74°17'12" WEST, A DISTANCE OF 70 FEET; THENCE SOUTH 15°42'48" EAST, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0273

PROPERTY ADDRESS: 618 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

20. CAROL DRUMGOOLE – 619 BOWERS LANE

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

FOR A POINT OF COMMENCEMENT USE THE NORTHWEST CORNER OF SAID VILLA DEL REY; THENCE SOUTH 12°49'48" EAST ALONG THE EASTERLY RIGHT OF WAY OF STATE ROAD S-3, A DISTANCE OF 503.16 FEET; THENCE SOUTH 83°49'48" EAST, 137.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°10'12" EAST 0.74 FEET; THENCE SOUTH 83°49'48" EAST, 26.46 FEET; THENCE SOUTH 6°10'12" WEST 56.74 FEET; THENCE NORTH 83°49'48" WEST, 26.46 FEET; THENCE NORTH 6°10'12" EAST, 56.00 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 59, VILLA DEL REY SUBDIVISION.

TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND THE PROVISION OF UTILITY SERVICES OVER, UNDER, ACROSS, AND THROUGH THAT PROPERTY LYING BETWEEN THE AFOREDESCRIBED PARCEL AND BOWERS COURT. PARCEL ID NUMBER: 172405-0590

PROPERTY ADDRESS: 619 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

21. MARJORIE E. YOUNG AND ELLEN YOUNG – 620 BOWERS LANE

TOWNHOUSE #2 OF UNIT 27 OF VILLA DEL REY SUBDIVISION, BEING MORE CAREFULLY DESCRIBED AS FOLLOWS: THE EASTERLY 17.5 FEET OF THE WESTERLY 35 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EXTERIOR DIMENSIONS OF UNIT #27 AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION, THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-3, A DISTANCE OF 458.97 FEET; THENCE NORTH 74 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 107.47 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 74 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 70 FEET; THENCE NORTH 15 DEGREES 42 MINUTES 48 SECONDS WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 74 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 70 FEET; THENCE SOUTH 15 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

SUBJECT TO: COVENANTS AND RESTRICTIONS AS SET FORTH IN INSTRUMENT FILED SEPTEMBER 15, 1981, AND RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542; AS AMENDED BY INSTRUMENT FILED OCTOBER 15, 1981, AND RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151; AS FURTHER AMENDED BY INSTRUMENT FILED SEPTEMBER 14, 1983, AND RECORDED IN OFFICIAL RECORDS BOOK 604, PAGE 632; AND INSTRUMENT FILED JUNE 18, 1985, AND RECORDED IN OFFICIAL RECORDS BOOK 676, PAGE 1229; ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT ALSO TO AN EASEMENT GRANTED TO FLORIDA POWER AND LIGHT COMPANY AS SET FORTH IN INSTRUMENT FILED APRIL 4, 1984, AND RECORDED IN OFFICIAL RECORDS BOOK 636, PAGE 75, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0272

PROPERTY ADDRESS: 620 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

22. ERIC B. HARBISON – 621 BOWERS LANE

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

FOR A POINT OF COMMENCEMENT, USE THE NORTHWEST CORNER OF SAID VILLA DEL REY; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY OF STATE ROAD S-3, 503.16 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES, 48 SECONDS EAST, 106.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06 DEGREES 10 MINUTES 12 SECONDS EAST, .56 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 48 SECONDS EAST, 26.34 FEET; THENCE SOUTH 6 DEGREES 10 MINUTES 12 SECONDS WEST 56.56 FEET; THENCE NORTH 83 DEGREES 49 MINUTES 48 SECONDS

WEST, 26.34 FEET; THENCE NORTH 6 DEGREES 10 MINUTES 12 SECONDS EAST; 56.00 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 80, VILLA DEL REY SUBDIVISION.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND THE PROVISION OF UTILITY SERVICES OVER, UNDER, ACROSS, AND THROUGH THAT PROPERTY LYING BETWEEN THE AFOREDESCRIBED PARCEL AND BOWERS COURT. PARCEL ID NUMBER: 172405-0600

PROPERTY ADDRESS: 621 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

23. SPEARS ACQUISITIONS, LLC – 622 BOWERS LANE

TOWNHOUSE #1 OF UNIT 27 OF VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS:

THE WESTERLY 17.5 FEET OF THE FOLLOWING DESCRIBED PARCEL: THE EXTERIOR DIMENSIONS OF UNIT #27, AT VILLA DEL REY, BEING A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST, ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-3, A DISTANCE OF 458.97 FEET; THENCE NORTH 74 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 107.47 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 74 DEGREES 17 MINUTES 12 SECONDS EAST, A DISTANCE OF 70 FEET; THENCE NORTH 15 DEGREES 42 MINUTES 48 SECONDS WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 74 DEGREES 17 MINUTES 12 SECONDS WEST, A DISTANCE OF 70 FEET; THENCE SOUTH 15 DEGREES 42 MINUTES 48 SECONDS EAST, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0271

PROPERTY ADDRESS: 622 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

24. ANDREW C. FUELLEBORN AND HILARY FUELLEBORN – 623 BOWERS LANE

LOT 61, VILLA DEL REY SUBDIVISION. A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, LYING ALSO WITHIN VILLA DEL REY, AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT USE THE NORTHWEST CORNER OF SAID VILLA DEL REY; THENCE SOUTH 12°49'48" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-3, 503.16 FEET, THENCE SOUTH 83°49'48" EAST, 75.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 83°49'48" EAST, 25.0 FEET; THENCE SOUTH 06°10'12" WEST, 56.0 FEET; THENCE NORTH 83°49'48" WEST, 25.0 FEET; THENCE NORTH 06°10'12" EAST, 56.0 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0610

PROPERTY ADDRESS: 623 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

25. MARGOT N. MAYS AS TRUSTEE OF THE MARGOT N. MAYS TRUST – 624 BOWERS COURT

TOWNHOUSE NO. 4 OF VILLA DEL REY SUBDIVISION, UNIT NO. 34; THE EAST 18.975 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3 A DISTANCE OF 145.30 FEET; THENCE NORTH 78°25'12" EAST 94.42 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND: THENCE CONTINUING NORTH 78°25'12" EAST 70 FEET; THENCE SOUTH 11°34'48" EAST 45 FEET; THENCE SOUTH 78°25'12" WEST 70 FEET; THENCE NORTH 11 DEGREES 34 MINUTES 48 SECONDS WEST 45 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0344

PROPERTY ADDRESS: 624 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

26. NEILAND J. BERGMAN, JR. AND ELIZABETH M. BERGMAN – 625 BOWERS LANE

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

FOR A POINT OF COMMENCEMENT USE THE NORTHWEST CORNER OF SAID VILLA DEL REY; THENCE SOUTH 12 DEGREES 49 MINUTES 48 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY OF STATE ROAD S-3, 503.16 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 48 SECONDS EAST, 44.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 6 DEGREES 10 MINUTES 12 SECONDS EAST; 1.35 FEET; THENCE SOUTH 83 DEGREES 49 MINUTES 48 SECONDS EAST, 26.38 FEET; THENCE SOUTH 6 DEGREES 10 MINUTES 12 SECONDS WEST, 57.35 FEET; THENCE NORTH 83 DEGREES 49 MINUTES 48 SECONDS WEST, 26.38 FEET; THENCE NORTH 6 DEGREES 10 MINUTES 12 SECONDS EAST, 56.00 FEET TO THE POINT OF BEGINNING. ALSO KNOWN AS LOT 62, VILLA DEL REY SUBDIVISION. PARCEL ID NUMBER: 172405-0620

PROPERTY ADDRESS: 625 BOWERS LANE, ST. AUGUSTINE, FLORIDA 32080

27. STEPHEN G. VERRIGNI AND NADINE E. VERRIGNI – 626 BOWERS COURT

TOWNHOUSE NO. 3 OF UNIT NO. 34, VILLA DEL REY SUBDIVISION – THE WEST 16.125 FEET OF THE EAST 35.1 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 145.30 FEET; THENCE NORTH 78°25'12" EAST, 94.42 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF

LAND; THENCE CONTINUING NORTH 78°25'12" EAST, 70 FEET; THENCE SOUTH 11°34'48" EAST, 45 FEET; THENCE SOUTH 78°25'12" WEST, 70 FEET; THENCE NORTH 11°34'48" WEST, 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151 OF THE SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172405-0343

PROPERTY ADDRESS: 626 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

28. GRETA SAVOY RADLEY – 628 BOWERS COURT

TOWNHOUSE NO. 2 OF UNIT NO. 34, VILLA DEL REY SUBDIVISION, THE EAST 16.125 FEET OF THE WEST 34.9 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A", AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 145.30 FEET; THENCE NORTH 78°25'12" EAST, 94.42 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 78°25'12" EAST, 70 FEET; THENCE SOUTH 11°34'48" EAST, 45 FEET; THENCE SOUTH 78°25'12" WEST, 70 FEET; THENCE NORTH 11°34'48" WEST, 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF THE SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172405-0342

PROPERTY ADDRESS: 628 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

29. JANICE L. VUCINICH AND JULIE VUCINICH – 630 BOWERS COURT

TOWNHOUSE NO. 1 OF UNIT 34, VILLA DEL REY SUBDIVISION, BEING THE WEST 18.775 FEET OF THE FOLLOWING DESCRIBED PROPERTY: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION, AS RECORDED IN MAP BOOK 14, PAGE 70, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 145.30 FEET; THENCE NORTH 78°25'12" EAST 94.42 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 78°25'12" EAST 70 FEET; THENCE SOUTH 11°24'48" EAST 45

FEET; THENCE SOUTH 78°25'12" WEST 70 FEET; THENCE NORTH 11°34'48" WEST 45 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND AMENDED BY AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 512, PAGE 151, OF THE SAID PUBLIC RECORDS. PARCEL ID NUMBER: 172405-0341

PROPERTY ADDRESS: 630 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

30. DEBORAH A. HENDERSHOT AND FLORA E. HENDERSHOT – 632 BOWERS COURT

TOWNHOUSE #4, UNIT #33, VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE NORTHERLY 18.85 FEET OF THE FOLLOWING DESCRIBED PARCEL: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 183.80 FEET; THENCE NORTH 79°10'12" EAST 33.03 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 79°10'12" EAST 45 FEET; THENCE SOUTH 10°49'48" EAST 70 FEET; THENCE SOUTH 79°10'12" WEST 45 FEET; THENCE NORTH 10°49'48" WEST 70 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0334

PROPERTY ADDRESS: 632 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

31. THOMAS J. GALIOTO – 634 BOWERS COURT

TOWNHOUSE #3, UNIT #33, VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE SOUTHERLY 16.0 FEET OF THE NORTHERLY 34.85 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 183.80 FEET; THENCE NORTH 79°10'12" EAST 33.03 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 79°10'12" EAST 45 FEET; THENCE SOUTH 10°49'48" EAST 70 FEET; THENCE SOUTH 79°10'12" WEST 45 FEET; THENCE NORTH 10°49'48" WEST 70 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0333

PROPERTY ADDRESS: 634 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

32. JAMIANN BEDNARIK AND IRENE BARTHOLOMAI – 636 BOWERS COURT

TOWNHOUSE #2, UNIT #33, VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE NORTHERLY 16.0 FEET OF THE SOUTHERLY 35.15 FEET OF THE FOLLOWING DESCRIBED PARCEL: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 183.80 FEET; THENCE NORTH 79°10'12" EAST 33.03 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 79°10'12" EAST 45 FEET; THENCE SOUTH 10°49'48" EAST 70 FEET; THENCE SOUTH 79°10'12" WEST 45 FEET; THENCE NORTH 10°49'48" WEST 70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 508, PAGE 542, AND AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. PARCEL ID NUMBER: 172405-0332

PROPERTY ADDRESS: 636 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

33. AMANDA K. WHITAKER MAYBERRY – 638 BOWERS COURT

TOWNHOUSE #1, UNIT #33, VILLA DEL REY SUBDIVISION, BEING MORE FULLY DESCRIBED AS FOLLOWS: THE SOUTHERLY 19.15 FEET OF THE FOLLOWING DESCRIBED PARCEL: A RECTANGULAR SHAPED PARCEL OF LAND IN VILLA DEL REY SUBDIVISION AS RECORDED IN MAP BOOK 14, PAGE 70, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A" OF SAID VILLA DEL REY SUBDIVISION; THENCE SOUTH 12°49'48" EAST, ON THE WEST LINE OF SAID TRACT "A" AND THE EAST LINE OF STATE ROAD NO. S-3, A DISTANCE OF 183.80 FEET; THENCE NORTH 79°10'12" EAST 33.03 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 79°10'12" EAST 45 FEET; THENCE SOUTH 10°49'48" EAST 70 FEET; THENCE SOUTH 79°10'12" WEST 45 FEET; THENCE NORTH 10°49'48" WEST 70 FEET TO THE POINT OF BEGINNING. PARCEL ID NUMBER: 172405-0331

PROPERTY ADDRESS: 638 BOWERS COURT, ST. AUGUSTINE, FLORIDA 32080

N44991

ARTICLES OF INCORPORATION OF
WWF HOMEOWNERS ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a corporation not for profit under Chapter 617 of the Florida Statutes, hereby adopt the following articles of incorporation.

ARTICLE I

Name

The name of this corporation is WWF HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

Purposes

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes and include providing for the maintenance, preservation, administration, and management of Villa Del Rey, a cluster housing development pursuant to a declaration of covenants and restrictions (hereinafter "declaration") executed on September 14, 1981 and recorded on September 14, 1981, in the office of the Clerk of the Circuit Court of St. Johns County, State of Florida, in Official Records Book 508, beginning at page 542.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his or her interest in the common elements of the condominium.

ARTICLE III

Members

Each residential unit shall have appurtenant thereto one (1) membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise one (1) vote in the corporation, as established in the declaration and the amendments and supplements thereto.

ARTICLE IV

Initial Registered Office And Agent

The street address of the initial registered office of the corporation is Suite B, 1750 Highway A1A South, St. Augustine, Florida 32084.

The name of the initial registered agent at such office is:
JAMES E. BEDSOLE.

ARTICLE V

Incorporators

The names and residence of the incorporators of the corporation are as follows:

James E. Bedsole
1750 Highway A1A South, Suite B
St. Augustine, Florida 32084

ARTICLE VI

Directors

The number of directors of this corporation shall not be less than two (2) nor more than seven (7), and the names and post office addresses of the directors who shall act as such until the first annual meeting, or until such time as their successors are duly chosen and qualified are:

<u>Name</u>	<u>Address</u>
P. Paul Fagundo	407 C Street St. Augustine Beach, Florida 32084
Mary Jane Dardi	1510 Ponce de Leon Boulevard St. Augustine, Florida 32084

The qualifications, powers, duties and tenure of the office of director and the manner by which directors are to be chosen shall be as prescribed and set forth in the bylaws of the corporation. Officers of the corporation shall be elected and shall serve as provided for in said bylaws.

ARTICLE VII

Officers

The affairs of the corporation are to be managed by the officers designated in the by-laws, who will be accountable to the board of directors. Officers will be elected annually by the board of directors.

The names of the officers who are to serve until their successors are designated by the board of directors are as follows:

P. Paul Fagundo, President
Mary Jane Dardi, Secretary/Treasurer

ARTICLE VIII

Bylaws

Bylaws regulating operation of the corporation shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the bylaws and Chapter 617.

ARTICLE IX

Powers of Corporation

To promote the health, safety, and welfare of the residents of Villa Del Rey, the corporation may:

(1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration and in the bylaws of this corporation as those documents may from time to time be amended.

(2) Determine, levy, collect, and enforce payment by any

lawful means of all assessments for common charges, and pay such common charges as the same become due.

(3) Engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the association of unit owners under the declaration or bylaws other than the power to engage or discharge such agent; and, the power to adopt, amend and repeal the provisions thereof, or of the declaration, bylaws, or rules and regulations of Villa De Ray.

(4) Take and hold by lease, gift, purchase, devise or bequest any property, real or personal, including any unit in Villa Del Ray, borrow money and mortgage any such property to finance the acquisition thereof on the vote of fifty per cent (50%) of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of fifty per cent (50%) of the members.

(6) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes, or by associations of unit owners under Florida law.

ARTICLE X

Dissolution

This corporation may be dissolved at any time with the written consent of all the members thereto. On dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

In witness whereof, I, the undersigned, being the incorporator of this corporation, has, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, executed these articles of incorporation on August 29, 1991.

James E. Bedsole
James E. Bedsole

STATE OF FLORIDA

COUNTY OF ST. JOHNS:

BEFORE ME, a Notary Public, personally appeared JAMES E. BEDSOLE, to me known to be the person described as Incorporator and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to these Articles of Incorporation on August 29, 1991.

Elizabeth M. Duffey
Notary Public, State of Florida
at Large
My Commission expires: April 21, 1992
Elizabeth M. Duffey

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That WWF HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at: 1750 Highway A1A South, Suite B, St. Augustine, Florida 32084, has named James E. Bedsole, located at Suite B, 1750 Highway A1A South, St. Augustine, Florida 32084, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above-named Corporation, at the place designated in this certificate, the undersigned agrees to act in this capacity, and agrees to comply with the provisions of Florida law relative to keeping the designated office open.

James E. Bedsole
James E. Bedsole, Registered
Agent

Recorded in Public Records St. Johns County, FL.
 Clerk# 96028421 O.R. 1189 PG 1623 04:16PM 08/12/96
 Recording \$41.00 Surcharge \$5.50

BYLAWS

OF WWF HOMEOWNERS ASSOCIATION, INC.

1. GENERAL These are the ByLaws of WWF Homeowners Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a Community Association under Florida Statute 617. These ByLaws are compiled in accordance with the provisions of Article VIII of the Articles of Incorporation.

1.1 Principal Office. The principal office of the Association is on the property of Villa del Rey, St. Augustine Beach, in the County of St. John, Florida, or at such other location as determined by the Board of Directors. Meetings of members and directors may be held at such places within the State of Florida, County of St. Johns as may be designated by the Board of Directors.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where it may be required.

1.3 Definitions

A. "Association" shall mean and refer to WWF Homeowners Association, Inc., its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. "Common Area" shall mean all real property, owned by the Association for the common use and enjoyment of the Owners.

D. "Owner" shall mean and refer to the current unit owner of record.

E. "Declarant" shall mean and refer to WWF Homeowners' Association, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

F. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court, St. Johns County, Florida.

G. "Member" shall mean and refer to the record owners of legal title to the units who are entitled to membership as provided in the Declaration and the Articles of Incorporation.

H. "Unit" shall mean a residential unit taxable as a dwelling by St. Johns County and currently on the tax rolls of St. Johns County as a dwelling.

2. MEMBERS.

2.1. Qualifications The members of the Association shall be the record owners of legal title to the units. In the case of a unit subject to an agreement for deed, the contract vendor shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

A. Recording in the Public Records of a Deed or other instrument evidencing legal title to the units

B. Approval by the Board of Directors .

C. Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

D. Delivery to the Association, if required, of a written designation of a primary owner occupant.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") shall equal the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments.

2.3 Designation of Voting Representative. If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If the unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

2.4 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any member who could cast the vote of such unit at an Association meeting unless the joinder of all record owners is specifically required.

2.5 Change of Membership. Following written approval of the Association as elsewhere required herein a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.6 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. In each calendar year following the adoption of these ByLaws, there shall be an annual meeting of the members. The annual meeting shall be held in St. Johns County, Florida no more than 90 days after the end of the fiscal year of the Association, the place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least twenty percent (20%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings: Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting. The notice must be mailed to each member at his address as it appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with any change in the member's address. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a unit is transferred after the notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

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3.4 Notice of Annual Meeting: Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the community property at least fourteen (14) days prior to the annual meeting. Notice of the annual meeting shall be sent by first class mail to each owner. An affidavit of the officer, manager, or other person providing notice of the Association meeting shall be retained in the Association records as proof of such mailing or a United States Postal Service certificate of mailing. Notice of the annual mailing may, alternatively, be delivered in person if a written waiver of mailing is obtained.

3.5 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least twenty-five (25%) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a higher vote is required by law or by any provision of the Association documents.

3.7 Proxy Voting. Votes may be cast at a meeting in person or by proxy. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given and the original should be delivered to the Secretary at least forty eight (48) hours before the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

3.9 Order of Business. Order of business at members' meetings shall be substantially as follows:

- A. Call of the roll or determination of quorum
- B. Reading or disposal of minutes of last members' meeting
- C. Reports of officers
- D. Reports of committees
- E. Election of Directors (annual meeting only)
- G. Unfinished Business
- H. New Business
- I. Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Robert's Rules of Order (latest edition), or a similar parliamentary procedure, shall govern the conduct of the Association meetings when not in conflict with the law, with Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting and the election of Directors, any action required or permitted to be taken at a meeting of the members may be taken by mail without a meeting if written consents setting forth the action to be taken, are signed by the members having no less than the minimum number of votes that would be necessary to take

such action at a meeting, or sixty percent (60%) of the total votes of the entire membership, whichever is greater, unless a lesser vote is required by law. If the requisite number of written consents is received by the Secretary within thirty (30) days of mailing notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if a full membership meeting had been held. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as elsewhere provided in these ByLaws. If the vote is obtained by polling the unit owners by mail, the unit owners list on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these ByLaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Powers and Duties. In addition to powers and duties granted by governing documents other than these ByLaws, the Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the unit owners, their family members, their guests and lessees thereon, and to establish penalties for infractions thereof;

(b) suspend the right to use of the recreational facilities of a member, guests or lessees after written notice and hearing for infraction of published rules and regulations, for a period not to exceed sixty (60) days. If necessary at the end of 60 days, a second hearing may be held. to consider whether the suspension should be extended;

(c) suspend the right to use of the recreational facilities of an owner, family member, guest or lessee during any period in which such owner shall be in default over sixty (60) days in the payment of any assessment or fine levied by the Association;

(d) exercise for the Association all duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association.

4.2 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience by establishing a system of staggered terms, at the 1997 meeting the number of Directors to be elected shall be two (2). The candidate receiving the highest number of votes shall be elected for a term of three years. The candidate receiving the next highest number of votes shall be for two years. Thereafter, all candidates shall be elected for three (3) year terms. A Director shall serve until the annual meeting at which his successor is duly elected, unless he sooner resigns or is recalled as provided in 4.5 below.

4.3 Qualifications. Each Director shall be a member or the spouse of a member.

4.4 Nominations and Elections. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. The nominating committee, if any, shall nominate its recommended candidates for the office of Director no less than 21 days prior to the annual members meeting, at which meeting any other eligible persons may also be nominated from the floor. Members may nominate themselves. Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any nominee, it being the intent hereof that voting for Directors shall be non-cumulative. The

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candidates receiving the highest numbers of votes shall be declared elected. A run-off election may be held among members present to break a tie vote.

4.5 Absent Directors. The Directors shall declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

4.6 Vacancies on the Board. If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors who shall hold office until the next annual meeting. At the next annual meeting, the members shall elect a person or persons to fill the remaining unexpired term or terms, if any. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors at a special meeting.

4.7 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by twenty percent (20%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

4.8 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

4.9 Other Meetings. Meetings of the Board may be held at such time and place in St. Johns County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.10 Notice to Owners. Meetings of the Board of Directors shall be open to members, and notices of all Board meetings shall be posted conspicuously on the Association Common Area at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where assessments against units are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of the assessments. No other notice of the proposed agenda need be given. The right of owners to attend does not include the right to participate unless invited to do so.

4.11 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.12 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote by proxy or participate by proxy at Board meetings.

4.13 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Association documents or by applicable statutes.

4.14 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.15 Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such unless compensation for their services is first approved by at least a majority of the voting interests. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Committees. The Board of Directors may appoint members of the Association to serve on such standing or temporary committees, including a nominating committee, as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Directors may serve on any committee except the nominating committee.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by a vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall preside at all meetings of the Board of Directors; 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.

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

5.4 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.

5.6 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting, and deliver a copy of each to the members.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Covenants & Restrictions shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its accounts in such federally insured financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

deposit, U.S. Government securities, and other similar investment vehicles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget shall include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to swimming pool pump and filtration system replacement, street and parking area resurfacing and irrigation system upgrading. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph shall be used only for the purposes for which they are reserved, unless their use for other purposes is first approved by a majority of the voting interests present and voting at a members' meeting called for the purpose.

6.4 Other Reserves. In addition to the statutory reserves provided in 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability, and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid in monthly installments, in advance, due on the first day of each month. Failure to send or receive a notice of monthly installment payments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next monthly installment. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive, or otherwise escape liability for the assessment provided for herein by non-use of the Common Area.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The total of all special assessments made in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. A majority of the voting interests present at a duly called meeting of the Association may require that the Treasurer, and all other officers who are authorized to sign checks, and all other persons having access or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Information. Not later than ninety (90) days after the close of each fiscal year, the

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Board shall prepare a financial statement consisting of either a compilation, review, or audit as required by law showing in reasonable detail the financial condition of the Association as of the close of the fiscal year and an income and expense statement for the year, detailed by accounts. Copies of this statement shall be furnished to each member. This requirement may be waived by a majority of the voting interests present at a duly called meeting of the Association. The meeting shall be held not less than thirty (30) days prior to the end of the fiscal year and the waiver shall be effective for only one (1) fiscal year.

6.9 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, and regular and special assessments, in such manner and amounts as the Board of Directors may determine.

6.10 Fiscal Year. The Fiscal year for the Association shall begin on the first day of July of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. LIEN PROCEDURES. Unit maintenance fees shall be a lien on the interest of the unit owner failing to pay the same, and may be foreclosed as any other lien under the laws of the State of Florida, including reasonable attorneys' fees for enforcement of non-payment thereof. Any delinquent maintenance fee may be provided for by recording a Lien by the Owners' Association in the Public Records which may be filed not sooner than sixty (60) days after such fee was due and owing. All attorneys' fees and court costs shall be due in addition as may be required to collect a delinquent assessment, whether suit be filed or not. After sixty (60) days delinquency, assessments shall bear interest at eighteen percent (18%) interest.

8. RULES AND REGULATIONS; USE RESTRICTIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the operation, use, maintenance, management and control of the common elements and the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule and regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

9. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration of Covenants and Restrictions, the following provisions shall apply:

9.1 Fines. As permitted by 617.305 Florida Statute, the Board of Directors may levy reasonable fines against units whose owners commit violations of the Covenants and Restrictions or the rules and regulations of the Association, or who owners condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount approved by law. The procedure for imposing such fines shall be as follows:

A The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include: .

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, ByLaws or rules which have allegedly been violated; and,
3. A short and plain statement of the matters asserted by the Association.

9.2 Correction of Health and Safety Hazards. Any violations that are deemed by the Board of Directors to be a hazard to the public health or safety will be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner.

9.3 Enforcement of Rules and Regulations. If any dispute over the enforcement, interpretation or validity of Association Rules and Regulations should arise, either between two unit owners, or between the Association and one or more unit owners, it is intended that such dispute be resolved by agreement or by voluntary binding arbitration, and not by resort to the courts. The prevailing party in such a dispute shall be entitled to recover its reasonable attorneys' fees in any lawsuit involving the disputed matters except that in order to encourage the use of binding arbitration and discourage vexatious lawsuits over trivial matters, a party shall not be entitled to recover attorneys' fees as the prevailing party if that party has:

- A. Refused, or failed to accept in writing, within thirty (30) days from its delivery, a written offer from the other party to submit the dispute to binding arbitration; or
- B. Refused or failed to cooperate or participate in submitting the disputed matters to arbitration promptly upon reaching an agreement to arbitrate; or
- C. Refused or failed to cooperate or participate in completing the arbitration process once it has been initiated; or
- D. Filed a lawsuit involving the disputed matters without first making the written offer to the other party specified in (A) above.

Nothing herein shall be construed to prevent the Association from recovering attorneys' fees in any action brought to collect unpaid assessments or to require the Association to submit assessment collection disputes to arbitration.

9.4 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association measures and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Association property free from unreasonable restraint and annoyance.

10. AMENDMENT OF BYLAWS. Amendments to these ByLaws shall be proposed and adopted in the following manner:

10.1 Proposal. Amendments to these ByLaws shall be proposed by the majority of the Board, or upon written petition signed by at least twenty percent (20%) of the voting interests.

10.2 Procedure. Upon any amendment or amendments to these ByLaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

10.3 Vote required. Except as otherwise provided by law, or by specific provision of the Association documents, these ByLaws may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy at any annual or special meeting provided that notice of any proposed amendment has been given to all the members in accordance with law. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.12 of these ByLaws.

10.4 Recording; Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of St. Johns County, Florida. The certificate shall identify the book and page of the Public Records where the Declaration of Covenants and Restrictions of the Association is recorded.

O.R. 1189 PG 1632

11. MISCELLANEOUS.

11.1 Gender. Whenever the masculine or single form of a pronoun is used in these ByLaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

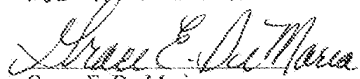
11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these ByLaws and the Articles of Incorporation; the Articles shall prevail; and in the case of any conflict between these ByLaws and the Declaration of Covenants and Restrictions; the Declaration shall prevail.

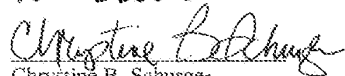
IN WITNESS THEREOF, We, being all of the Directors of WWF Homeowners Association, Inc. have hereunto set our hands this 12th day of August, 1996.



Robert H. Alberter
FOL# 9416-768-28-021



Grace E. De Maria
FOL# D560-305-46-963-0



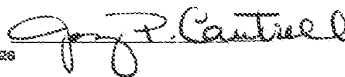
Chrystine B. Schurger
FOL# 6626-103-42-6640

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing ByLaws of WWF Homeowners Association, Inc. was acknowledged before me this 12th day of August, 1996 by Robert H. Alberter, Grace E. De Maria and Chrystine B. Schurger.



JOY P. CANTRELL
My Commission CC308728
Expires Aug. 10, 1997
Bonded by HAI
800-422-1555



I, the undersigned, do hereby certify:

THAT I am the duly elected President of WWF Homeowners Association, Inc., a Florida corporation, and,

That the foregoing ByLaws constitute the original ByLaws of said Association, as duly adopted at a meeting of the Board of Directors held on the 7th day of August, 1996.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 12th day of August, 1996.



Robert H. Alberter

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-14-095

July 21, 2014

James J. Roche, Esq.
Jackson Law Group, LL.M., P.A.
1301 Plantation Island Drive, Suite 304
St. Augustine, Florida 32080

Re: WWF Homeowners Association, Inc.

Dear Mr. Roche:

The Florida Department of Economic Opportunity (DEO) has completed its review of the proposed revived declaration of covenants and other governing documents for the WWF Homeowners Association, Inc. and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the WWF Homeowners Association, Inc. with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | [www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

James J. Roche, Esq.
July 21, 2014
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If you have any questions concerning this matter, please contact Christina Arzillo Shideler, Assistant General Counsel, at (850) 245-7150, or Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



Ana Richmond, Chief
Bureau of Community Planning

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II,

James J. Roche, Esq.
July 21, 2014
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FINAL ORDER NO. DEO-14-095

FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON STREET, MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX (850) 921-3230

THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

James J. Roche, Esq.

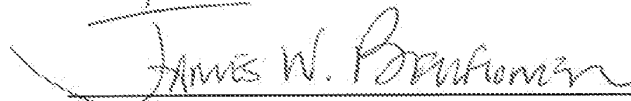
July 21, 2014

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FINAL ORDER NO. DEO-14-095

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 21 day of July, 2014.



Agency Clerk

Department of Economic Opportunity

107 East Madison Street, MSC 110

Tallahassee, FL 32399-4128

By U. S. Mail:

James J. Roche, Esq.

Jackson Law Group, LL.M., P.A.

1301 Plantation Island Drive, Suite 304

St. Augustine, Florida 32080

By interoffice delivery:

Christina Arzillo Shideler, Assistant General Counsel

Rozell McKay, Community Program Manager, Division of Community Planning