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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR ANABELLE ISLAND**

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**Index of Exhibits**

- A - Legal Description of the Property
- B - Articles of Incorporation of the Association
- C - By-Laws of the Association
- D - Water Management District Permit
- E - Initial Architectural Review Committee Guidelines

**NOTICE:** As provided in Section 16.11 of this Declaration, each Homeowner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in public records of Clay County, Florida. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

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**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR ANABELLE ISLAND** ("Declaration" as defined hereinafter) is made by KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida ("KB"), and its successors, assigns and designees.

**WITNESETH:**

**WHEREAS**, the Declaration of Covenants and Restrictions for Anabelle Island was recorded on July 30, 2021, in Official Records Book 4489, Page 526, public records of Clay County, Florida, as has been or may have been amended and supplemented from time to time (collectively, "Original Declaration"); and

**WHEREAS**, KB, being the Declarant under the Original Declaration, desires to amend and restate the Original Declaration in its entirety, as set forth hereinafter; and

**WHEREAS**, KB, as Declarant, desires to insure the attractiveness of the individual lots and facilities within the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the subject property, and to provide for the maintenance of Community common properties, areas and facilities and certain exterior maintenance on Lots as may be defined hereinafter, and, to this end, desires to subject the real property described in Article 2 of this Declaration to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Homeowner thereof; and

**WHEREAS**, Anabelle Island Homeowners Association, Inc. has been incorporated under the laws of the State of Florida, as a corporation not for profit, for the purpose of exercising the functions aforesaid within the Community;

**NOW, THEREFORE**, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and in consideration of the foregoing, KB, as Declarant, hereby amends and restates the Original Declaration and to include as exhibits hereto certain revised exhibits, as follows:

**Article 1: Definitions and Construction**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration (as defined hereinafter):

1.1 "ARC" means the Architectural Review Committee of the Association, as established pursuant to this Declaration.

1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. A copy of the initial ARC Guidelines for the Community is contained in Exhibit E attached hereto and made a part hereof. Any amendments or modifications to the original ARC Guidelines need not be recorded in the public records of the County. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

1.3 "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.4 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles of Incorporation as filed with the Florida Department of State is attached as Exhibit B hereto. Any future amendments to the original Articles need not be recorded in the public records of the County.

1.5 "Assessment" means a General Assessment, Special Assessment or Specific Assessment levied by the Association against a Lot from time to time.

1.6 "Association" means Anabelle Island Homeowners Association, Inc., a Florida corporation not for profit, organized under Chapter 617, Florida Statutes, and the Act.

1.7 "Authorized User" means the tenants, guests and invitees of a Homeowner and all occupants of a Home and Lot other than the Homeowner(s).

1.8 "Benefited Parties" means Declarant, the Association and the Homeowners, together with each of their respective successors and assigns, and the tenants, guests and invitees of the Homeowners, but excluding the general public.

1.9 "Board" means the Association's board of directors.

1.10 "By-Laws" means the By-Laws of the Association as may be amended from time to time. A copy of the original By-Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws need not be recorded in the public records of the County.

1.11 "CDD" means Anabelle Island Community Development District, a special purpose government unit organized in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within and outside of the Community Property.

1.12 "CDD Property" means the property, both real and personal, owned and/or operated from time to time by the CDD, together with all facilities located thereon or appertaining thereto which serve the Community, including, but not limited to, all portions of the "Surface Water Drainage and Management System" (as defined in Article 10 hereof). The CDD Property is separate and apart from the Common Property.

1.13 "City" means the City of Green Cove Springs, Florida.

1.14 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to the Governing Documents or any agreement properly entered into by the Association, including, but not limited to: (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; and (d) the expenses declared to be Common Expenses pursuant to the Governing Documents.

1.15 "Common Property" or "Common Properties" mean (a) any portion or portions of the Property now or hereafter owned by the Association or designated herein or on any plat of the Property as recorded in the public records of the County, as from time to time may be amended ("Plat"), for which the Association has maintenance or operational responsibility (whether or not such property is part of a dedicated right-of-way or easement); (b) any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration; and (c) any areas for which the Association has maintenance or operational responsibility pursuant to agreement with a third party.

1.16 "Community" means the subdivision development project known as Anabelle Island.

1.17 "Community Wide Standards" means the standards of conduct, maintenance or other activity generally prevailing throughout the Property. Such standards may be more specifically determined

by Declarant so long as Declarant owns any portion of the Property. Community Wide Standards shall be set forth in this Declaration and/or as a part of the Rules and Regulations.

1.18 "County" means Clay County, Florida.

1.19 "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions for Anabelle Island, as may be amended from time to time.

1.20 "Declarant" means KB Home Jacksonville LLC, a Delaware limited liability company authorized to do business in Florida, and its successors, assigns and designees. A Homeowner or a Mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession or assignment, or unless such rights pass by operation of law.

1.21 "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than 3 persons not all so related, together with domestic servants if any, maintaining a common household in a Home.

1.22 "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.

1.23 "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.

1.24 "Governing Documents" means collectively this Declaration, the Articles, the By-Laws, the Rules and Regulations, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association.

1.25 "Governmental Entities" means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but not limited to, the City, the County and the WMD.

1.26 "Home" means any residential dwelling that has been completed and a certificate of occupancy has been issued, and which has been conveyed to a Person other than Declarant and is to be used by one Family.

1.27 "Homeowner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. Declarant is a Homeowner with respect to each Lot from time to time owned by such Declarant.

1.28 "Lot" means each numbered lot as established by the recorded Plat of the Property.

1.29 "Member" means a member of the Association.

1.30 "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

1.31 "Person" means any natural person or artificial entity having legal capacity.

1.32 "Property" means the real property described in Article II of this Declaration.

1.33 "Resident" means a permanent occupant of a Home who is not a Homeowner, but occupies pursuant to a lease or other formalized arrangement with such Homeowner pursuant to the terms of this Declaration, including all approvals required therein.