

Prepared By:

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Coral Gables, FL 33134

*SPACE ABOVE FOR RECORDING*

**FIRST AMENDMENT TO**  
**COMMUNITY DECLARATION FOR**  
**JENNINGS FARM**

THIS FIRST AMENDMENT to the Community Declaration for Jennings Farm (the "First Amendment") is made this 12<sup>th</sup> day of May 2025 by LGI HOMES - FLORIDA, LLC, a Florida limited liability company (the "Declarant").

**RECITALS**

**WHEREAS**, on April 24, 2024, the Declarant executed that certain Community Declaration for Jennings Farm (the "Declaration") for the community known as Jennings Farm Homeowners Association, Inc., a Florida not-for-profit corporation (the "Community"), which was recorded on May 2, 2024 in O.R. Book 4818, Page 446, in the Public Records of Clay County, Florida;

**WHEREAS**, on August 21, 2023, the Articles of Incorporation for the Community (the "Articles") were filed with the Florida Secretary of State. The Articles are incorporated within the Declaration as Exhibit 2;

**WHEREAS**, on April 24, 2024, the Bylaws for the Community (the "Bylaws") were executed by the President of the Community. The Bylaws are incorporated within the Declaration as Exhibit 3;

**WHEREAS**, the Declaration, the Articles, and the Bylaws shall collectively be referred to as the "Governing Documents" from time to time;

**WHEREAS**, prior to the turnover, Declarant shall have the right to amend the Declaration, Articles, and Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever in accordance with *Section 4.3 Amendments Prior to the Turnover* of the Declaration, *Section 12.2 Amendments Prior to the Turnover* of the Articles, and *Section 11.2 Amendments Prior to the Turnover* of the Bylaws; and

**WHEREAS**, a turnover has not yet occurred and the Declarant desires to amend the Governing Documents with this First Amendment;

**NOW THEREFORE**, pursuant to the powers retained by the Declarant under the Governing Documents, the Declarant hereby declares that the Governing Documents are hereby amended as follows:

1. Section 4.4 *Amendments From and After the Turnover* of the Declaration is hereby deleted in its entirety and replaced with the following:

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein or applicable law, as amended from time to time, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) seventy-five percent (75%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration from and after Turnover shall affect the rights of a Builder unless such amendment receives the prior written consent of such Builder, which consent may be withheld for any reason whatsoever.

2. Section 12.22 *Leases* of the Declaration is hereby deleted in its entirety and replaced with the following:

12.22 Leases.

Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No Home may be used as a hotel, motel, or transient accommodation facility, except as otherwise permitted under applicable law. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. There shall be no restriction on the right of an Owner to lease or rent their Home, including no limitation on the number of times or duration for which a Home may be leased. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

3. Exhibit 2, *The Articles*, of the Declaration is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof.
4. Exhibit 3, *The Bylaws*, of the Declaration is hereby deleted in its entirety and replaced with Exhibit B attached hereto and made a part hereof.

5. Section 12.4 Vehicles of the Declaration is amended to include the following:



12.4.3.1 Golf Carts. Notwithstanding the foregoing, golf carts shall be permitted within JENNINGS FARM, provided that the following conditions are met: (a) the driver of any golf cart operated within JENNINGS FARM must possess a valid driver's license; (b) golf carts may be operated after dark but must be equipped with functioning headlights and taillights; and (c) from sunset to sunrise, golf carts must be parked and stored inside the garage of the Home and may not be kept in the driveway or otherwise outside overnight.

6. **Miscellaneous**. Capitalized terms used herein, but not defined herein, shall have the same meaning as those terms defined and used in the Governing Documents, unless otherwise specifically indicated in this First Amendment. The parties hereby state and affirm that the Recitals are true and correct and hereby incorporated by reference. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Governing Documents, the provisions of this First Amendment shall control. The parties hereto acknowledge and agree that the Governing Documents, as amended and modified by this First Amendment, are hereby ratified and shall continue in full force and effect in accordance with their terms and conditions.

*[SIGNATURE AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE]*


IN WITNESS WHEREOF, the undersigned has signed this First Amendment the day and year above written.

**WITNESSES:**

  
 Printed Name: Samuel Civil  
 Witness Address: 2601 W Lake Mary Blvd #105, Lake Mary, FL 32746  
  
 Printed Name: John E. Cassik  
 Witness Address: 2601 W. Lake Mary Blvd Suite 105 Lake Mary, FL 32746

**DECLARANT:**

**LGI HOMES - FLORIDA, LLC,**  
a Florida limited liability company


By:   
 Name: \_\_\_\_\_  
 Title: Officer

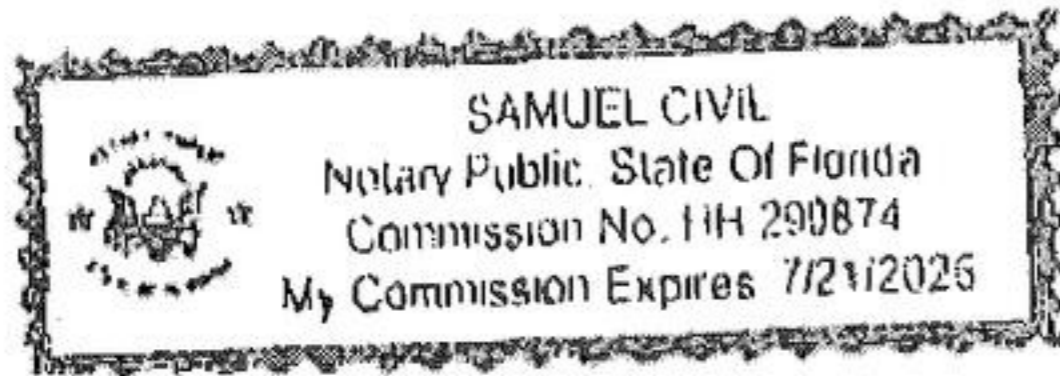
**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>th</sup> day of MAY 2025 by Brian Mastin, as Officer of LGI Homes - Florida, LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

  
 Notary Public  
 Printed Name: Samuel Civil  
 My Commission Expires: 7/21/26



**EXHIBIT A**  
**Amended and Restated Articles**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
JENNINGS FARM HOMEOWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION of Jennings Farm Homeowners Association, Inc. (the "**Amended Articles**") is made this 28<sup>th</sup> day of May 2025.

**RECITALS**

**WHEREAS**, on April 24, 2024, LGI HOMES – FLORIDA, LLC, a Florida limited liability company (the "**Declarant**") executed that certain Community Declaration for Jennings Farm (the "**Declaration**") for the community known as Jennings Farm Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Community**"), which was recorded on May 2, 2024 in O.R. Book 4818, Page 446, in the Public Records of Clay County, Florida;

**WHEREAS**, on August 21, 2023, the Articles of Incorporation for the Community (the "**Articles**") were filed with the Florida Secretary of State under Document Number N23000010036;

**WHEREAS**, pursuant to *Section 12.2 Amendments Prior to the Turnover* of the Articles, prior to the turnover, Declarant shall have the right to amend Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever; and

**WHEREAS**, a turnover has not yet occurred and the Declarant desires to amend the Articles with the Amended Articles.

**NOW THEREFORE**, pursuant to the powers retained by the Declarant under the Articles, the Declarant hereby declares that the Articles are hereby deleted in its entirety and replaced and restated as follows:

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
JENNINGS FARM HOMEOWNERS ASSOCIATION, INC.  
(A FLORIDA NOT FOR PROFIT CORPORATION)

In compliance with the requirements of the laws of the State of Florida and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of the Corporation. The name of the corporation is JENNINGS FARM HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").
2. Principal Office. The principal office of the Association is 1600 West Colonial Drive, Orlando, FL 32804.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 1600 West Colonial Drive, Orlando, Florida 32804. The name of the Registered Agent is Melrose Management Partnership, LLC.
4. Definitions. The Community Declaration for JENNINGS FARM HOMEOWNERS ASSOCIATION, Inc. (the "Declaration") will be recorded in the Public Records of Clay County, Florida, and shall govern all of the operations of the community to be known as JENNINGS FARM. All Owners of Real Property within the community known as JENNINGS FARM shall be Members of the Association governed by the Declaration. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the rights and interests of the Association and the Owners, in perpetuity unless properly dissolved in accordance with the Declaration. In the event of dissolution, the Declaration shall provide that any permitted projects shall be transferred to and maintained by the agency with jurisdiction over such permitted project.
6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservation set forth in the Declaration reserved to it, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions, and agreements governing or binding the Association.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.4 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.6 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the written consent of the Declarant; or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the property reserved to it within JENNINGS FARM, the Common Areas, Lots, Parcels and Homes as provided therein and in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, reserved to it in connection with JENNINGS FARM, the Common Areas, Lots, Parcels and Homes as provided therein and in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.10 To have an exercise any and all powers rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, JENNINGS FARM, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and JENNINGS FARM, as provided in the Declaration, such as, but not limited to, contract with telecommunications service providers for telecommunications services, including, but not limited to operating and performing maintenance of a permitted project by any agency with jurisdiction over said project, including, but not limited to, the St. Johns River Water Management District, on property owned by the Association.

7.13 To establish committees and delegate certain of its functions to those committees; and

7.14 To have the power to sue and be sued.

7.15 To operate and maintain the SWMS. The Association shall operate and manage the SWMS in a manner consistent with the SJRWMD Permit requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for costs of maintenance and operation of the SWMS.

8. Voting Rights. Owners and the Declarant shall have the voting rights set forth in Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

Name	Address
Brian Martin	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Ed Kassik	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Sam Civil	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date of the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover, The Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendment From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) seventy-five percent (75%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, and GNMA. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, and GNMA or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be required or required by HUD, FHA, VA, FNMA, and GNMA or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments

by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Brian Martin	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Vice President	Ed Kassik	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647
Secretary/Treasurer	Sam Civil	17425 Bridge Hill Court, Suite 101 Tampa, Florida 33647

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willfully misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and the one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors, or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which

authorized the contract or transaction or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, the undersigned have executed these Amended and Restated Articles of Incorporation as of this 28<sup>th</sup> day of May, 2025.

**THE COMMUNITY:**

Jennings Farm Homeowners Association, Inc.,  
a Florida not for profit corporation

By: [Signature]  
Name: Brian Martin  
Title: President

**JOINED BY:**

**DECLARANT:**

LGI HOMES – FLORIDA, LLC,  
a Florida limited liability company

By: [Signature]  
Name: Brian Martin  
Title: Officer

**EXHIBIT B**  
**Amended and Restated Bylaws**

**AMENDED AND RESTATED  
BYLAWS  
OF  
JENNINGS FARM HOMEOWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED BYLAWS of Jennings Farm Homeowners Association, Inc. (the "**Amended Bylaws**") is made this 28<sup>th</sup> day of May 2025.

**RECITALS**

**WHEREAS**, on April 24, 2024, LGI HOMES – FLORIDA, LLC, a Florida limited liability company (the "**Declarant**") executed that certain Community Declaration for Jennings Farm (the "**Declaration**") for the community known as Jennings Farm Homeowners Association, Inc., a Florida not-for-profit corporation (the "**Community**"), which was recorded on May 2, 2024 in O.R. Book 4818, Page 446, in the Public Records of Clay County, Florida;

**WHEREAS**, on April 24, 2024, the Bylaws for the Community (the "**Bylaws**") were executed by the President of the Community. The Bylaws are incorporated within the Declaration as Exhibit 3;

**WHEREAS**, pursuant to *Section 11.2 Amendments Prior to the Turnover* of the Bylaws, prior to the turnover, Declarant shall have the right to amend the Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever; and

**WHEREAS**, a turnover has not yet occurred and the Declarant desires to amend the Bylaws with these Amended Bylaws.

**NOW THEREFORE**, pursuant to the powers retained by the Declarant under the Bylaws, the Declarant hereby declares that the Bylaws are hereby deleted in its entirety and replaced and restated as follows:

AMENDED AND RESTATED  
BYLAWS  
OF  
JENNINGS FARM HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA NOT-FOR-PROFIT CORPORATION

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122198554.1  
CDA 122198554.1

1. NAME AND LOCATION. The name of the corporation is JENNINGS FARM HOMEOWNERS ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 1600 West Colonial Drive, Orlando, FL 32804, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. DEFINITIONS. The definitions contained in the COMMUNITY DECLARATION FOR JENNINGS FARM HOMEOWNERS ASSOCIATION, INC. (the "Declaration") relating to the residential community known as JENNINGS FARM, recorded, or to be recorded, in the Public Records of Clay County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Minutes" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2018).

3. MEMBERS.

3.1 Voting Interests. Each Owner and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. After the Turnover, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee,

then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot so long as such Trustee is registered with the Association as the registered member eligible to exercise its Voting Interest on an annual basis. Any change in the registered member eligible to exercise its Voting Interest must be registered with the Association within thirty (30) days of any meeting. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot on an annual basis. Any change to that registered member eligible to exercise its Voting Interest must be registered with the Association within thirty (30) days of any meeting.

3.1.4 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot so long as that general partner is registered with the Association on an annual basis as the member for the Partnership eligible to exercise its Voting Interest. Any change to that registered member eligible to exercise its Voting Interest must be registered with the Association within thirty (30) days of any meeting.

3.1.5 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot so long as that individual is registered with the Association as the member eligible to exercise its Voting Interest on an annual basis. Any change to that registered member eligible to exercise its Voting Interest must be registered with the Association within thirty (30) days of any meeting.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may

assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of twenty percent (20%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present

at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2018), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4. BOARD OF DIRECTORS.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2018) Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for JENNINGS FARM are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "Turnover Date"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting,

a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. In effect, this shall provide for staggered terms for each Director. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the least amount of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect the appropriate number of Directors for a term of three (3) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2018), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a

candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provision of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2018), any election dispute between a member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

## 5. MEETING OF DIRECTORS.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in

accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Electronic Video Attendance. The Board may, by majority consent, permit any directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

## 6. POWERS AND DUTIES OF THE BOARD.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties, and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with telecommunications providers for telecommunications services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate, and enforce rules and regulations governing the use of JENNINGS FARM by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Master Declaration and Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right to use of the Common Areas (other than for the vehicular and pedestrian ingress and egress and for utilities) of a member during any period in which such member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC, or any Committee of the Association.

7. OBLIGATIONS OF THE ASSOCIATION. The Association, subject to the provisions of the Declaration, the Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. OFFICERS AND THEIR DUTIES.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve for a period of three (3) years. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. The President may not also serve as Secretary concurrently. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

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

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2018) cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. COMMITTEES.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. RECORDS. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. AMENDMENTS.

11.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

11.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

11.3 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, These Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) seventy-five percent (75%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

11.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SJRWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA and SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA and SJRWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

12. CONFLICT. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13. FISCAL YEAR. The first fiscal year shall begin on the date of incorporation and end on December 31<sup>st</sup> of that year. Thereafter, the fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year.

14. MISCELLANEOUS.

14.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date

these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

14.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

**CERTIFICATION**

I, Brian Martin, do hereby certify that:

I am the duly elected and acting President of JENNINGS FARM HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 28<sup>th</sup> day of May, 2025.

  
\_\_\_\_\_  
Brian Martin, President

**JOINED BY:**

**DECLARANT:**

LGI HOMES – FLORIDA, LLC,  
a Florida limited liability company

By:   
\_\_\_\_\_  
Name: Brian Martin  
Title: Officer