

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

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**DECLARATION OF COVENANTS, CONDITIONS AND
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WHEREAS, Declarant is the owner of certain property located in Duval County, Florida, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Property" or the "Community"); and

WHEREAS, Declarant has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a corporation known as NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant hereby declares that the Community shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "B"**, as the Articles of Incorporation may be amended from time to time.

Section 2. "Association" shall mean and refer to Northwoods Owners Association, Inc., of Jacksonville its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit "C"**, as the Bylaws may be amended from time to time.

Section 5. "Common Area" or "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and those areas dedicated to the City of Jacksonville and/or Duval County, Florida and easements, which the Declarant has elected to maintain. The Common Areas to be dedicated to the Association are described as follows:

Tracts A, B, C, D, E, F (less and except the Wetland Area), and G according to the Plat of Northwoods recorded in Plat Book 61 pages 107-112, Public Records of Duval County, Florida ("Plat").

The Common Area or Common Areas shall not include the Wetland Area as set forth in Section 21 below unless such Wetland Area is conveyed to the Association at the election of the Declarant pursuant to Article XIII.

Section 6. "County" shall mean Duval County, Florida.

Section 7. "Declarant" shall mean **THE RYLAND GROUP, INC.**, a Maryland corporation authorized to transact business in the State of Florida, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights or obligations are specifically set forth in the instrument of succession or assignment, or unless such rights or obligations pass by operation of law.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Northwoods.

Section 9. "Governing Documents" shall mean and collectively refer to the Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 10. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 11. "Landscape Buffer Areas" shall mean an area of land established in an easement for the purposes of establishing and maintaining a vegetative landscape buffer between the Property and adjacent properties.

Section 12. "Lot" shall mean and refer to any plot of land, intended to be improved with a single family dwelling and shown upon any recorded subdivision map or plat of the Property.

Section 13. "Member" shall mean and refer to every person or entity who is an Owner, as described below, and any person or entity obligated by the Governing Documents to pay an assessment or amenity fee and in being such comprises the Membership of the Association.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 16. "Property" shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 17. "Rear Yard Swales" shall mean that property which is contained within a drainage easement on the rear property, which will provide storage and treatment from the rear yard storm water runoff.

Section 18. "Supplemental Declaration" means an instrument executed by the Declarant and recorded in the Public Records of Duval County, Florida for the purpose of adding to the Property, or withdrawing any portion(s) thereof from the effect of this Declaration, or designating a portion of the Property as Common Areas hereunder, or for any other purposes provided in this Declaration.

Section 19. "St. Johns River Water Management District" shall mean a public body existing under Chapter 373, Florida Statutes.

Section 20. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the "Permit").

Section 21. "Wetland Area" shall mean the area of wetlands in the northeast corner of the Plat that is either adjacent to Tract "F" of the Plat or a part of the Tract "F" owned by the Declarant as shown on the Plat of Northwoods.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments and other fees for the use with the title of every Lot, subject to the following provisions;

(b) the right of the Association to suspend the voting rights for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer has been approved by two thirds (2/3) of each class of Members and has been recorded in the Public Records of Duval County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned or any utility easements and public easements for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all Utility easements and drainage easements contained on the Plat, which easement is in favor of the Association,

including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 8. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Section 3. Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 4. Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of this Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

Section 5. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

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

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Annexation of Additional Phases Without Association Approval. The Declarant, in his sole and absolute discretion, may add and subject to the terms and conditions of this Declaration and such additional lands as the Declarant deems appropriate (collectively, the "Additional Land") without the consent of members at any time within ten (10) years of the date of this instrument. To add Additional Land, the Declarant shall duly execute and record a Supplemental Declaration to this Declaration in the Public Records of Duval County, Florida setting forth the description of the Additional Land being annexed. If the Class B membership had been previously terminated, the annexation of the Additional Land shall automatically reestablish the Declarant's Class "B" membership and all rights and powers pertaining thereto.

If the Declarant elects to add all or a portion of any other real property which it may own from time to time adjoining the Property to the terms and conditions hereof, then there is hereby reserved to the Declarant and its successors and assigns a perpetual non-exclusive easement and license over, across and under the roadways, drainage easements, utility easements and retention ponds located in the Property for the use by the Declarant and its successors and assigns in connection with the development of any such property.

Section 3. Other Annexation of Property. Except as set forth in Section 2 above, residential property and Common Area may be annexed and made subject to the Declaration with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of a supplemental amendment to this Declaration in the Public Records of Duval County, Florida.

Section 4. Withdrawal. During the period in which the Declarant is the Class B Member of the Association, and thereafter, to the fullest extent permitted by Applicable Law, the Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effectuated by the Declarant.

Section 5. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property or any additions thereto and to file subdivision restrictions and/or amendments thereto with respect

to any undeveloped portion or portions of the Property or any additions thereto without the consent or approval of an Owner.

Section 6. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its Members. Upon a merger or consolidation of the Association with another association, all Common Areas, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE V PRIVACY WALLS

Section 1. Privacy Wall. The Declarant may construct walls, entry monuments, signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as (i) that wall constructed by Declarant on Tracts A and B of the Plat, the eleven foot setback adjacent thereto and the JEA Easements along Bluff Oak Lane, all as shown on the Plat, and (ii) any wall or fence built by the Declarant, or later built by the Association, in any Common Area, or easement as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls. The Association shall be responsible for the maintenance of Privacy Walls.

Section 3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant or the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE VI FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- (a) All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.
- (b) Maintenance and care for all landscaped areas within the Common Areas. Maintenance shall include the replacement of fallen or dead trees throughout these areas.
- (c) Garbage and trash collection and disposal.
- (d) Conducting such recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees, as may be deemed appropriate by the Board.
- (e) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse, if approved by a majority of Lot owners.
- (f) Maintenance of electronic and other surveillance devices, if any.
- (g) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property.
- (h) Such other services as are authorized in the Association Articles or Bylaws.
- (i) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has obtained all necessary St. Johns River Water Management District permits or has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.
- (j) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project, including, but not limited to wall repairs as stated in Article V hereof.

Section 3. Duties of the Association. The Association shall be responsible for the maintenance and operation of amenity facilities located on Tract G according to the Plat of Northwoods and shall be responsible for the maintenance of the entry area to be located on Tracts A and B according to the Plat of Northwoods. The Association shall also be responsible for the maintenance, operation and repair of the surface water and stormwater management system. Maintenance of the surface water or stormwater management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage,

conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) commencement assessments; (2) annual assessments or charges; (3) special assessments for capital improvements; and (4) assessments for the costs of maintenance, repair and operation of the Surface Water or Storm water Management System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Storm water Management System. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Computation of Assessment. The Board shall prepare a budget each fiscal year reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the year. The annual assessment, which shall be levied equally against all Lots as set forth in Section 6 below, shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take

into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Commencement Assessment. A Commencement Assessment of Five Hundred and 00/100 (\$500.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 6. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, and each Lot shall be liable for 1/101 of all assessments.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in annual or semi-annual installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five (\$25.00) Dollars and interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 11. Declarant's Assessments. For any assessment year, notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to either:

- (a) pay assessments on the Lots owned by it, or
- (b) not pay assessments on any Lots and in lieu thereof, for such assessment year, pay the Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, depreciation and amortization. The amount so determined shall then be reduced by income and revenues earned (either received or receivable) from all sources (including, without limitation, assessments, interest, fines, working capital and similar contributions made by Lot purchasers, and incidental income) and any surplus carried forward from the preceding year(s).

In computing the annual amount to be funded by the Declarant as aforesaid, revenues and expenses shall not be segregated or earmarked by type of assessment or type of Common Area, but, instead, shall be taken as a whole.

Also, depreciation and capital asset acquisition shall not be deemed a cost or expense for purposes of this Section and Declarant shall not be deemed to have in any manner guaranteed or obligated itself as to the types or levels of any inventory of goods or equipment existing at any time.

For any assessment year, Declarant may from time to time change the option (or combination thereof) under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions, The Declarant's rights under this Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for those improvements constructed by Declarant, no building, fence, wall, driveway, parking area or other structure or improvement shall be commenced, erected, placed or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an ARC composed of three (3) or more representatives who need not be Members. Declarant shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose, as long as Declarant owns ten percent (10%) or more of the Lots, and members of the ARC may be employees of Declarant or its designees. In the event the Board of Directors or the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Submittal of Information by Owner. Prior to the commencement of any construction, each Owner shall submit to the ARC, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) Front elevations;
- (b) Floor plan;
- (c) The area of heated floor space;

- (d) Exterior building material to include color and type of material (brick, vinyl, aluminum, cedar, etc.);
- (e) Exterior trim color; and
- (f) Roofing material and color.

The above requirements also apply to any proposed alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the ARC at the designated Management Company's address or Declarant's address in the event no Management Company has been retained by Declarant, or after turnover, to the Association's address. One (1) complete set shall be retained by the ARC and the second complete set shall be returned to the applicant, with the ARC's approval or disapproval clearly noted thereon.

Section 3. Modification of Restrictions. The ARC is authorized to modify or amend prior to or during construction or alteration of any building or other improvement these restrictions concerning setback and location and size of improvements if, in the opinion of the ARC, such shall be necessary to prevent undue hardship.

Section 4. Licensed Contractor or Builder. All construction by any Owner on a Lot shall be performed by a contractor or builder duly licensed in the State of Florida.

Section 5. Construction. Once construction on a Lot has commenced, each Owner shall be responsible for insuring that construction proceeds at an orderly, diligent and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted. Each Owner shall be responsible for repairing at Owner's expense all and any damage to Common Areas caused by its contractors, subcontractors, agents, and employees. The construction of all houses and other structures and improvements shall be completed within 7 months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed (completion of the home is defined as having received a Certificate of Occupancy). During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a clear and uncluttered condition. Clean up and removal of all boxes, trash or debris of any kind shall be performed by Owner or its contractor on a regular basis. No loose trash will be permitted to be strewn about the Property at any time. Any contractor who disregards this clean-up requirement will be, without recourse against the ARC, Declarant or the Association, subject to immediate suspension of his work until he complies with the clean-up requirement in every respect. Contractors who continue to disregard this clean-up requirement may be permanently removed from the Property without recourse against the ARC, Declarant or the Association.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damage to roads, curbs or property owned by others caused by the Owner's contractor or other parties providing

labor or services to the Owner shall be repaired by the Owner or by the Declarant at Owner's expense.

Section 6. Assignment. Declarant expressly reserves the right to assign any or all of the duties, powers, functions, and approval authority set forth herein to any assignee in Declarant's sole discretion.

Section 7. Limitation of Approval. No approval of plans or specifications by the ARC shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall, in no event, be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The ARC shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions set forth herein and does hereby hold the ARC harmless for any failure thereof caused by the Owner's architect, builder or contractor.

Section 8. Litter. It shall be the responsibility of each Owner of each Lot and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on its Lot, or to permit accumulations, which shall tend to substantially decrease the beauty of the Lot or community as a whole. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours.

Section 9. Access Ramp. Any Owner of a Lot may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

(a) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(b) Plans for the ramp must be submitted in advance to the ARC. The ARC may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

The Owner of the Lot must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes, as amended from time to time, shall be sufficient to meet the affidavit requirement.

ARTICLE IX USE RESTRICTIONS

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant

and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots other than one single-family dwelling and ancillary residential structures approved by the Board. No Lot or any part thereof shall be used for any business, commercial or public purpose.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, as authorized by the issuance of a permit from the St. Johns River Water Management District, as applicable, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Association; provided, however, that a satellite television reception dish 18 inches or less in diameter shall be permitted without approval by the Association if the same is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. The Association will approve an outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizen's band (CB) or amateur band (HAM) antenna only if it is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. Any permanent flagpole or flagpole affixed to a residence for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. Notwithstanding the foregoing, any Member may display one portable, removable United

States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day official flags not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard in a respectful manner.

Section 6. Games and Play Structures. All game and play structures, including basketball hoops and backboards, shall be located at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of the corner Lots. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the dwelling improvement constructed thereon.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a slightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 9. Irrigation Wells. Irrigation wells for the purposes of providing groundwater for lawns, shrubs and other landscape materials shall not be permitted for individual single-family lot owners.

Section 10. Insurance Rates. Nothing shall be done or kept on any Common Area, which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 11. Stormwater Management System.

(a) The Association shall, in perpetuity, operate, maintain, repair and manage the Surface Water or Stormwater Management System(s) in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District. The Association shall be responsible for such maintenance, repair and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved in writing by the St. Johns River Water Management District, its successors or assigns.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Duval County and St. Johns River Water Management District, its successors or assigns.

(c) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the Association, Duval County and the St. Johns River Water Management District, its successors and assigns.

(e) The St. Johns River Water Management District, its successors or assigns, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

(f) The Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Section 12. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on

any portion of the Property other than the Lot of the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. No greater than three (3) pets may be kept or permitted to be kept on any Lot, except that for dogs 50 pounds or over, the limitation shall be two. Any pets kept or permitted to be kept on any Lot shall be kept in compliance with applicable Code of Duval County/City of Jacksonville.

Section 13. No Hunting Permitted. All hunting or shooting within the subdivision is hereby prohibited.

Section 14. Signs. No signs located on any part of a Lot or visible from the inside of a home except (i) a "For Sale" sign not exceeding four square feet in surface area; (ii) one sign of not more than one (1) square foot used to indicate the name of resident; and (iii) a sign of reasonable size provided by a contractor for security services within ten (10) feet of the entrance to the home, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property. No "For Rent" signs shall be erected or displayed to the public view on any Lot unless otherwise approved by the Declarant.

Section 15. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 16. Commercial Vehicles, Boats, Personal Watercraft and Recreational Vehicles. No commercial vehicle, boats, personal watercraft, mobile home, motor home, house trailer or camper or other recreational vehicle or equipment, horse trailer or van, or the like, shall be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant.

Any such vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association

shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 17. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from the vehicle's immobilization or the vehicle must be removed.

Section 18. Parking. Vehicles shall not be parked in any front or side yard of any Lot except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicle without current registration and license tag will be allowed on the Property or on any Owner's Lot. Visitors and guests only may use paved streets for temporary parking of their vehicles. All Owners must park in designated parking areas on their Lot. Any vehicle parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind.

Section 19. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors.

Section 20. Above-Ground Pools. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 21. Air-Conditioning Equipment. No window air conditioning equipment which is visible on the exterior of any improvement shall be permitted on any Lot.

Section 22. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final.

Section 23. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of

any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 24. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions, as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 25. Common Area. Other than those improvements constructed by or temporarily stored by the Declarant, no improvements shall be constructed or removed upon any portion of the Common Area without the approval of the Association.

(a) No activities constituting a nuisance shall be conducted upon any Common Area.

(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

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

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties, as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 26. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien in favor of an Institutional Lender.

Section 27. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 28. Imposition of Fines for Violations. It is acknowledged and agreed among all Members that a violation of any of the provisions of this Declaration by a Member or resident may impose irreparable harm to the other Members or residents. All Member's agree that a fine may be imposed by the Declarant or the Association for such violations in accordance with Article XI hereof.

Section 29. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 30. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant, its successors or assigns, shall have the right use the Property for ingress and egress there over including the use of construction machinery and trucks thereon, and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

**ARTICLE X
SETBACK, LOCATION AND SIZE OF IMPROVEMENTS
AND BUILDING RESTRICTIONS**

Section 1. Use of Multiple Lots. Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one (1) or more Lots as a single-residential building site, provided that such Lot would otherwise meet the requirements as to size, setback line and directional facing of said building as determined by the Declarant.

Section 2. Setback Lines. No building shall be erected on any Lot nearer to the front Lot line, nearer to the rear Lot line or nearer to the side street line than the building setbacks pursuant to Duval County/City of Jacksonville zoning code. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architectural Review Committee. No building shall be located nearer to any interior side Lot line than the distance determined by applicable building and zoning codes.

Section 3. Detached Building. Detached buildings, if approved as provided in Article VIII, shall be of the same exterior material as the house and of a size no greater than 8' x 8' and shall be placed no nearer to any Lot line than the distance determined by applicable building and zoning codes.

Section 4. Walls, Fences and Hedges. Subject to approval by the Architectural Review Committee, fences may be permitted as follows:

(i) With the exception of lots adjacent to canals, retention ponds and lakes, rear yard fences shall have a maximum height of six (6) feet. All such rear yard fences must be constructed of either wood or white PVC and shall be shadowbox fencing. Chain link fences and chicken wire are not permitted.

(ii) Rear yard fences on lots adjacent to canals, retention ponds or lakes shall have a maximum height of four (4) feet. All such rear yard fences must be constructed of black (bronze) wrought iron/aluminum only with posts, pickets and stringers sized and placed to allow view and breeze to and from adjacent property, all of which must be approved prior to the installation of such fence by the Board of Directors or ARC pursuant to Article VIII.

(iii) With the exception of corner lots, rear yard fences are permitted from the rear of the lot to a point no farther forward than the midpoint of each side of the home. On corner lots, no walls, fence or hedge shall be erected closer to the street than the rear corner of the main body of the house. In addition, any fences greater than four feet (4') in height shall be setback twenty-five (25) feet on the corner lot sides, subject to Duval County/City of Jacksonville permit requirements.

(iv) All fence heights are measured from the base of the fence at ground level to the highest point of the fence. The ground shall not be raised or

filled where the fence is located without Architectural Review Committee approval.

Section 5. Driveways. The total area of all driveways shall be paved by plant mix concrete or brick pavers. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. Lot Splits. No Lot shall be split so as to face in any direction other than what is shown on the recorded Plat nor shall it be split so as to make any building site smaller than is provided for herein and pursuant to the Duval County/City of Jacksonville Zoning and Building Code.

Section 7. Size of Residences. No residence shall be constructed containing less than One Thousand Two Hundred (1,200) square feet of heated and air-conditioned space exclusive of porches, garages and breezeways. In computing the square footage of any residence containing a basement, which is finished and heated, one-half (½) credit shall be given. Exceptions to these limitations may be granted by the Architectural Review Committee if, in the opinion of the Committee, the proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. Roof Pitches. Roof pitches shall be at least four-twelfths (4/12) unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans. Porch pitches may be three-twelfths (3/12).

Section 9. Slabs. Homes may be built on slabs, subject to approval by the Architectural Review Committee.

Section 10. Temporary Fencing. Declarant has the right to install temporary barricade fencing.

Section 11. Garages. No residence shall be constructed without having at minimum a double car garage. All garages shall remain permanently as functional automobile garages.

Section 12. Mailboxes. All residences shall have a special mailbox, which will be supplied by the Declarant at Owner's expense. Mailboxes shall be maintained in good state of repair by Owner at all times. No changes are to be made to the original style, design or color of the mailbox or post.

Section 13. Removal of Trees. The removal of any trees in excess of three (3) inches in diameter at a height of three (3) feet above ground level shall require the prior approval of the Architectural Review Committee and Duval County/City of Jacksonville. No trees may be removed until final building plans have been approved by the Architectural Review Committee, subject to applicable code of Duval County/City of Jacksonville.

In addition, trees located within the twenty foot (20') landscape easement on certain Lots within Northwoods, as shown on the Plat of Northwoods, shall be for the maintenance and protection of these trees and such trees shall not be removed. It shall be the duty of the owner of

each Lot to reasonably regulate and effectively control excessive growth and accumulation of weeds, undergrowth, or other dead or living plant life within the landscape easement area.

Section 14. Building Permits. No buildings, fences or improvements shall be erected on any Lot or Common Area without permit(s) as required by the Duval County/City of Jacksonville or any appropriate governmental or quasi-governmental agency.

ARTICLE XI ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Default. In the event of a violation by any Members or Owner (other than the non-payment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

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

(b) **Damages.** Commence an action to recover damages; and/or

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

(d) **Fines.** Impose a fine or fines pursuant to Article X, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon a Member for failure of a Member, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Member of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Member shall present reasons why penalties should not be imposed.

(b) **Hearing.** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A

written decision of the Board of Directors shall be submitted to the Member no later than 21 days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board may elect to review its decision in light of the findings of the appeals committee. A failure of an Member to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose fines as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(3) Third and subsequent non-compliance, or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, except that such Fines shall not become a lien against the Member's Lot.

(g) Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Member.

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Member, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be treated as Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Member by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

Section 10. Dispute Resolution. Disputes between the Association and a Member regarding use of or changes to a Lot or the Common Areas and other covenant enforcement disputes, disputes regarding amendments to the Governing Documents, disputes regarding meetings of the Board and committees appointed by the Board, membership meetings not including election meetings, and access to the official records of the Association shall be filed with the Florida Department of Business and Professional Regulation for mandatory mediation pursuant to Section 720.311(2), Florida Statutes, as amended from time to time, before the dispute is filed in court.

ARTICLE XII INDEMNIFICATION

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal,

administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

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

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

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

ARTICLE XIII WETLAND AREA

Section 1. Declarant's Ownership of Wetland Area. The Declarant shall retain ownership of the Wetland Area. The Declarant, at the Declarant's option, may convey fee simple title to the Wetland Area to the Association subject to covenants, restrictions and easements of record (including but not limited to conservation easements granted at any time before such conveyance) and reserved easements for ingress, egress and utilities. In the event

that the Developer makes such a conveyance to the Association, the Association shall (i) accept such conveyance, (ii) shall maintain the Wetland Area subject to any conservation easement and (iii) shall assume any obligations under any conservation easements or permit governing such Wetland Area.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Members holding not less than two-thirds (2/3) vote of each class of the membership in the Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained of such amendment, in the sole opinion of the Declarant, effect its interest. The foregoing sentence may not be amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the

foregoing paragraph, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, the St. Johns River Water Management District or Federal National Mortgage Association. As long as there is Class B membership, as that term is defined in Article III Section 2 hereof, the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration other than those to correct scrivener's errors or clarify any ambiguities herein. The Declarant shall have the right at any time within 6 years from the date hereof to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, ITS SUCCESSORS OR ASSIGNS. NO AMENDMENT TO THE DECLARATION SHALL BE APPROVED WHICH CONFLICTS WITH ANY LAND USE APPROVAL OR PERMITS GRANTED BY DUVAL COUNTY/CITY OF JACKSONVILLE OR WHICH CONFLICT WITH THE CODE OF ORDINANCES OR UNIFORM LAND DEVELOPMENT REGULATIONS OF DUVAL COUNTY, FLORIDA/CITY OF JACKSONVILLE

Section 6. Communication. All communication from individual Members to the Declarant, its successors or assigns, the Board of Directors of the Association, or any Officer of the Association, shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Duval County, Florida.

Section 11. Notice of Conveyances. Until the Association is turned over to the Members, the Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot, advising Declarant of the conveyance.

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

WITNESSES:

THE RYLAND GROUP, INC.,
a Maryland corporation

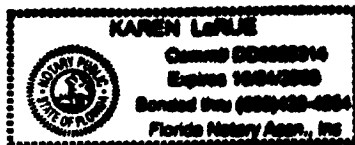
Karen LaRue
Print Name: Karen LaRue

By: *David Michael Keating*
Name: David Michael Keating
Title: AVP, The Ryland Group

C. David Roane
Print Name: C. DAVID ROANE

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 13th day of June, 2006, by David Keating, as the AVP of **THE RYLAND GROUP, INC.**, a Maryland corporation, who is personally known to me or produced as identification.



Karen LaRue

Signature of Notary Public

Karen LaRue

Print name of Notary Public

Notary Public State of Florida

My Commission Expires: 10/24/08

EXHIBIT "A"
("Property")

PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF MOOSE ROAD (A VARIABLE RIGHT-OF-WAY) WITH THE NORTH LINE OF NEW BERLIN ROAD (A 60' RIGHT-OF-WAY); THENCE SOUTH 73°13'37" WEST, 710.52 FEET, ALONG THE NORTH LINE OF SAID NEW BERLIN ROAD; THENCE NORTH 02°21'34" WEST 809.29 FEET; THENCE SOUTH 87°38'26" WEST, 400.13 FEET; THENCE NORTH 02°21'34" WEST, 879.74 FEET; THENCE NORTH 89°05'26" EAST, 764.11 FEET; THENCE SOUTH 01°20'15" EAST, 499.59 FEET; THENCE NORTH 89°07'42" EAST, PLAT BOOK 45, PAGES 45, 45A AND 45B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 01°23'04" EAST, 984.37 FEET, ALONG THE WEST LINE OF SAID BLOCK 2 AND THE WEST LINE OF SAID MOOSE ROAD, TO THE POINT OF BEGINNING.

CONTAINING 29.43 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA.

EXHIBIT "B"
("Articles of Incorporation")

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE

a Florida not for profit corporation

(Document number: N05000005257)

The corporation was incorporated on May 19, 2005 under the name NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE (the "Corporation").

Pursuant to Sections 617.1002, 617.1006 and 617.1007, Florida Not For Profit Corporation Act, the undersigned hereby certifies that the following Amended and Restated Articles of Incorporation required the vote of the Members. Accordingly, the Amended and Restated Articles of Incorporation were (i) approved on June 12, 2006 by the unanimous written consent of all of the members of the Board of Directors; (ii) approved on June 12, 2006 by the written consent of all of the Class A Members; and (iii) approved on June 12, 2006 by the written consent of all of the Class B Members of the Corporation, thus constituting all of the Members entitled to vote, and the number of votes cast was sufficient for approval by each voting group.

The Articles of Incorporation as heretofore filed in the Office of the Florida Secretary of State on May 19, 2005, and thereafter amended on February 16, 2006, are hereby amended and restated in their entirety to read as follows:

ARTICLE I - NAME

The name of this Corporation shall be **NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE** (the "Corporation" or "Association").

ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of Northwoods subdivision (the "Subdivision"), to be established by **THE RYLAND GROUP, INC.**, a Maryland corporation (hereinafter called "Developer" or "Declarant"), upon the following described property, situate, lying and being in Duval County, Florida:

See **Exhibit "A"** attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of Northwoods (the "Declaration"), which will be recorded in the Public Records of Duval County, Florida, at the time said property, and

the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by the St. Johns River Water Management District (the "District Permit") and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.

2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.

3. To maintain, repair, replace, operate and manage the Common Areas of the Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. To enforce the provisions of the Declaration and these Amended and Restated Articles of Incorporation, the Bylaws of the Corporation and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.

5. Subject to the limitations set forth in Section 720.31, Florida Statutes, as amended from time to time, to now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.

7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the District Permit requirements and applicable district rules, and to assist in the enforcement of the restrictions and covenants contained therein.

8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3) of each class of 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.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer; provided, however, that there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant, the owners of all Lots in the Subdivision, and any person or entity obligated by these Amended and Restated Articles of Incorporation, the By-Laws, or the Declaration to pay an assessment or amenity fee shall be members of the Corporation, and no

other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all Lot owners and any other person or entity obligated by these Articles, the By-Laws, or the Declaration to pay an assessment or amenity fee, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. CLASS B. Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

(a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) the date exactly 6 years after the recording of the Declaration; or

(c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(d) three (3) months after 90% of the Lots have been conveyed to Owners.

Upon the happening of any of these events, Declarant shall call a special meeting of the Association to advise of the termination of Class "B" membership. From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed Class A members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

ARTICLE V - TERM

The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 1845 Towncenter Blvd., #200, Orange Park, FL 32003 but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 1845 Towncenter Blvd., Orange Park, FL 32003 and the initial registered agent of the Corporation shall be Jeff Agar. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Amended and Restated Articles of Incorporation. The registered agent for the Corporation shall maintain copies of all permits issued by the St. Johns River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

ARTICLE VIII - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation; provided, however, that the number of Directors shall always be an odd number. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the first annual meeting following the cessation of the Class B membership. The annual meeting of the Corporation shall be held on the third Tuesday of January of each year. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Jeff Agar	1845 Towncenter Blvd., #200 Orange Park, FL 32003
Karen Larue	1845 Towncenter Blvd., #200 Orange Park, FL 32003
John Struble	1845 Towncenter Blvd., #200 Orange Park, FL 32003

ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Jeff Agar	1845 Towncenter Blvd., #200 Orange Park, FL 32003
Vice President	Karen Larue	1845 Towncenter Blvd., #200 Orange Park, FL 32003
Secretary	Tracy Miller	1845 Towncenter Blvd., #200 Orange Park, FL 32003

Treasurer

John Struble

1845 Towncenter Blvd., #200
Orange Park, FL 32003

ARTICLE X - BYLAWS

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

ARTICLE XI - INDEMNIFICATION

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII - DISSOLUTION

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. Notwithstanding the foregoing, the responsibility for the operation and maintenance of the surface water or stormwater management systems shall be transferred to an entity which would comply with Section 40C-42.027, FAC and be approved by the St. Johns River Water Management District prior to such dissolution. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3) of each class of Members.

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3) of each class of Members.

ARTICLE XIII - DEFINITIONS

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration, unless expressly provided herein to the contrary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Corporation has caused its duly authorized President to make and file these Amended and Restated Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribes thereto and hereunto sets his hand and seal this 17 day of June, 2006.

NORTHWOODS OWNERS ASSOCIATION,
INC., OF JACKSONVILLE

By: [Signature]
Jeff Agar, President

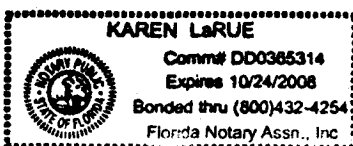
STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 17th day of June, 2006, by Jeff Agar, President of the Association. Such person did not take an oath and: *(notary must check applicable box)*

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

[Signature]
Signature of Notary



Karen LaRue
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): DD0365314

My Commission Expires (if not legible on seal): 10/24/08

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

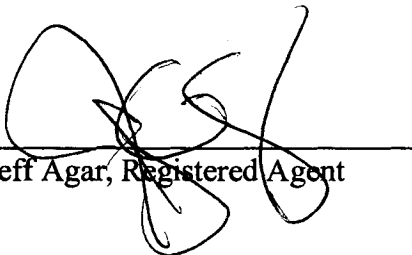
In compliance with Section 48.091, Florida Statutes, the following is submitted:

NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE desiring to organize as a corporation under the laws of the State of Florida with its registered office at 1845 Towncenter Blvd., #200, Orange Park, FL 32003, has named and designated Jeff Agar as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

The undersigned having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties as Registered Agent.

Dated this 12th day of June, 2006.



Jeff Agar, Registered Agent

EXHIBIT "C"
("Bylaws")

**BYLAWS OF
NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE**

ARTICLE I - NAME AND LOCATION

The name of the corporation is the **NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE** hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 1845 Towncenter Blvd., #200, Orange Park, FL 32003, but the meeting of members and directors may be held at such places within Duval County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of Northwoods to be recorded in the Public Records of Duval County, Florida.

Section 1. "Association" shall mean and refer to the Northwoods Owners Association, Inc., of Jacksonville its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described in **Exhibit "A"** attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Property," "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Common Property," or tracts of land identified as "Common Property" on a final plat (or final development plan) recorded by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 5. "Lot" shall mean and refer to the platted lots in Northwoods, together with the improvements constructed thereon.

Section 6. "Declarant" or "Developer" shall mean and refer to **THE RYLAND GROUP, INC.**, a Maryland corporation, its predecessors in title, successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Northwoods, as recorded in the Public Records of Duval County, Florida.

Section 9. "Northwoods" shall mean the overall Northwoods subdivision as shown on the plat for Northwoods, recorded in the Public Records of Duval County, Florida.

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date Turnover to the Association is completed, as provided in the Articles of Incorporation, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, in the evening. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors or upon written request of twenty percent (20%) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Evidence of compliance with this fifteen (15) day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the Governing Documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of

the person who executes it. If the proxy form provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 6. Right to Speak. Members shall have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Governing Documents or any rules adopted by the Board or by the Members, a Member shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt reasonable written rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this Section.

**ARTICLE IV -BOARD OF DIRECTORS:
SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors nor more than seven (7) Directors who need not be Members of the Association, the exact number to be determined from time to time by the Board in accordance with the Declaration.

Section 2. Term of Office. At the first annual meeting, the Members shall elect not less than three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

Section 3. Recall/Removal of Directors.

(a) Voting Procedures. Any Director, other than a Director appointed by the Developer prior to Turnover, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. When the recall of more than one Director is sought, the written agreement or written ballot shall provide for a separate vote for each Director sought to be recalled. In the event of death, resignation or recall of a Director, notwithstanding any provision to the contrary herein, his or her successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his or her predecessor; provided, however, if vacancies occur on the Board as a result of a recall and a majority or more of the Board of Directors are removed, the vacancies shall be filled by a vote of the Members voting in favor of the recall. When the Governing Document provide that only a specific class of Member is entitled to elect a Director or Directors, only that class of Members may vote to recall those Directors so elected.

(b) Recall without a Meeting. Directors, other than a Director appointed by, the Developer prior to Turnover, may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes, as amended from time to time, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a Director or Directors

of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or proceed to binding Arbitration as described in sub-section (c) hereof. If it is determined by the Florida Department of Business and Professional Regulation pursuant to binding arbitration proceedings, as provided in sub-section (c) below, that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than one hundred twenty (120) days after it has been signed by the Member. Any rescission or revocation of a Member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the Association before the Association is served with the written recall agreements or ballots. The agreement in writing or ballot shall list at least as many possible replacement Directors as there are Directors subject to the recall, when at least a majority of the Board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are Directors subject to the recall.

(c) Board's Failure to Certify Recall/Arbitration. If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors of the Board or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Florida Department of Business and Professional Regulation a petition for binding arbitration pursuant to the applicable procedures in Sections 718.112(2)(j) and 718.1255, Florida Statutes, as amended from time to time, and the rules adopted thereunder. For the purposes of this Section, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors of the board, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the board any and all records of the Association in their possession within five (5) full business days after the effective date of the recall.

(d) Board's Failure to Hold Meeting. If the Board fails to duly notice and hold a board meeting within five (5) full business days after service of an agreement in writing or written ballots containing sufficient votes to recall a Director or Directors, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board all records and property of the Association.

(e) Minutes of Board's Recall Meeting. The minutes of the Board meeting at which the Board decides whether to certify the recall are an official Association record. The minutes must record the date and time of the meeting, the decision of the Board, and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall, as to each vote rejected, the minutes must identify the parcel identification number and the specific reason for each such rejection.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETING OF BOARD OF DIRECTORS

Section 1. Meetings. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. The first annual meeting of the Board of Directors shall be held on or before July 3, 2006. The annual meetings thereafter shall occur on the second Tuesday in the month of January of each year thereafter. All meetings of the Board must be open to all Members except for (i) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or (ii) meetings between the Board and its attorney with respect to meetings held for the purposes of discussing personnel matters. Except as provided below, notices of all Board meetings must be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may provide notice of a schedule of Board meetings.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, or delivered to the Members and parcel owners and posted conspicuously on the property not less than four teen (14) days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This

subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) Directors.

Section 3. 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 shall be regarded as the act of the Board.

Section 4. Petitions by Members. If twenty percent (20%) of Members entitled to vote petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members written notice of the meeting at which the petitioned item shall be addressed at least fourteen (14) days before the meeting. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

(d) 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;

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

(f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

(g) to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

(h) to employ personnel to perform the services required for proper administration of the Association; and

(i) the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another entity. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

(2) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the Common Areas to be maintained;

(h) protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter;

(i) mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners;

(j) prepare an annual financial report within sixty (60) days after the close of the fiscal year of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. Financial reports shall be prepared in accordance with Section 720.303(7), Florida Statutes, as amended from time to time;

(k) cause the surface water or stormwater management systems to be maintained, operate and repaired by the Association in accordance with permits issued by the St. Johns River Water Management District and cause inspection reports required by such permits to be prepared and submitted to the St. Johns River Water Management District; and

(l) cause to be performed all other obligations and responsibilities of the Association as set forth in the Governing Documents.

Section 3. Contracts for Products and Services. Any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its obligations hereunder and under the Governing Documents and all contracts for services, shall be in writing.

(a) Competitive Bidding. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services; provided, however, the Association shall not be obligated to accept the lowest bid for the materials, equipment or services. This competitive bidding requirement shall not apply to contracts to provide materials, equipment, or services provided to the Association under a local government franchise agreement by a franchise holder; contracts with business entities that are the only source of materials, equipment, or services within the county serving the Association; contracts with employees of the Association; or contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services.

(b) Renewal of Contracts. If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the Board to cancel the contract on thirty (30) day's notice.

(c) Management Contract. A contract with a Manager, if made by a competitive bid, may be made for up to three (3) years.

(d) Emergencies. Nothing contained in this Section is intended to limit the ability of an association to obtain needed products and services in an emergency.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 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 giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

Section 8. Duties. The duties of the officers are as follows:

(a) 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.

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

(c) 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.

(d) 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 regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Association may appoint an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purpose of the Association.

ARTICLE X - BOOKS AND RECORDS

Section 1. Books and Records. The books, records and papers of the Association shall be subject to inspection by any Member or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Subject to the limitations set forth in Section 720.303(5)(c), Florida Statutes, as amended from time to time, the Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections. Notwithstanding the foregoing provisions, the following records shall not be accessible to Members:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, as amended from time to time, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

- (c) Disciplinary, health, insurance, and personnel records of the Association's employees.
- (d) Medical records of Members or community residents.
- (e) Any other records exempted from time to time by the Florida Legislature from the inspection requirements of Section 720.303(5), Florida Statutes.

Section 2. Copies of Records. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association may impose fees to cover the costs of providing copies of the records, including but not limited to the costs of copying. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

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 and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **NORTHWOODS OWNERS ASSOCIATION, INC., OF JACKSONVILLE** a corporation not for profit.

ARTICLE XIII - AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

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

ARTICLE XIV – FISCAL YEAR

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

ARTICLE XV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. The Association shall maintain accounting records for each property it maintains, in Duval County, Florida, where the property is located or at the registered office of the Association, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives. The records shall include, but are not limited to:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration and a copy of each amendment thereto.
- (e) A copy of the current rules of the Association.
- (f) The Minutes of all meetings of the Board of Directors and of the Members, which Minutes must be retained for at least seven (7) years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which

the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in s. 720.401(1), Florida States, as amended from time to time.

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 2. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association.

Section 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

Section 4. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

ARTICLE XVII - HOUSING AND URBAN DEVELOPMENT

The United States Department of Housing and Urban Development has the right to veto any amendment as long as Class B membership exists.

EXHIBIT "A"

Legal Description

PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST LINE OF MOOSE ROAD (A VARIABLE RIGHT-OF-WAY) WITH THE NORTH LINE OF NEW BERLIN ROAD (A 60' RIGHT-OF-WAY); THENCE SOUTH 73°13'37" WEST, 710.52 FEET, ALONG THE NORTH LINE OF SAID NEW BERLIN ROAD; THENCE NORTH 02°21'34" WEST 809.29 FEET; THENCE SOUTH 87°38'26" WEST, 400.13 FEET; THENCE NORTH 02°21'34" WEST, 879.74 FEET; THENCE NORTH 89°05'26" EAST, 764.11 FEET; THENCE SOUTH 01°20'15" EAST, 499.59 FEET; THENCE NORTH 89°07'42" EAST, PLAT BOOK 45, PAGES 45, 45A AND 45B OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 01°23'04" EAST, 984.37 FEET, ALONG THE WEST LINE OF SAID BLOCK 2 AND THE WEST LINE OF SAID MOOSE ROAD, TO THE POINT OF BEGINNING.

CONTAINING 29.43 ACRES, MORE OR LESS.

SAID LANDS SITUATED, LYING AND BEING IN DUVAL COUNTY, FLORIDA.