

Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or Occupant which is not cured within 60 days. Notwithstanding this provision, any holder of a first Mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws which is not cured within 60 days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

(b) Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 75% of the first Mortgagees or Voting Members representing at least 75% of the total Association vote entitled to cast consent, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Community regarding assessments for Villages or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(iii) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(iv) Fail to maintain insurance, as required by this Declaration; or

(v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(c) Other Provisions for First Lien Holder. To the extent possible under Florida law:

(i) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(ii) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(d) Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage or condemnation pursuant to Article X, or to the addition of land in accordance with Article II.

(i) The consent of Voting Members representing at least 75% of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first Mortgages on Units to which at least 75% of the votes of Units subject to a Mortgage appertain, shall be required to terminate the Association.

(ii) The consent of Voting Members representing at least 75% of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first Mortgages on Units to which at least 51% of the votes of Units subject to a Mortgage appertain, shall be required materially, to amend any provisions of the Declaration, Bylaws or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

- a. voting;
- b. assessments, assessment liens or subordination of such liens;
- c. reserves for maintenance, repair and replacement of the Common Area;

- d. insurance or fidelity bonds; and
- e. any provisions included in the Declaration, Bylaws or Articles of Incorporation, which are for the express benefit of holders, guarantors or insurers of first Mortgages on Units.

(e) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(f) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

(g) Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

(h) Applicability of Section 13. Nothing contained in this Section 13 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Florida law, for any of the acts set out in this Section.

(i) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 15. Rights Reserved for Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County);

- Systems; and
- (c) the right to offer monitoring/alarm services through the Community
  - (d) the right to offer internet, telephone and other telecommunications services.

Neither the Association nor any officer, directors, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right, privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 16. Arbitration of Claims. In the event that there are any warranty, negligence or other claims against the Declarant, the Association or any party having a right of contribution from, or being jointly and severally liable with, the Declarant or the Association which claim is in excess of One Thousand Dollars (\$1,000.00) (the "Claims"), relating to the design, construction, furnishing or equipping of the Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

1. The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Declarant or the Association, as applicable (the "Defendant"), in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, surveyor other document supporting or forming the basis of the Claims.
2. Within thirty (30) days of receipt of the notice of the Claims, the Defendant will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Defendant and the Claimant, not having any then-current business relationship with the Defendant or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Defendant shall notify the Claimant of the name and address of the Arbitrator.
3. Within thirty (30) days after the Defendant notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Defendant shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.
4. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Properties, as

applicable, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Defendant and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Defendant so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Defendant that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Defendant shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in Section 166(4) shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Defendant and Claimant as to when the Final Report shall be issued.

5. The Defendant shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection 17(4) above.
6. As to those matter the Defendant elects to correct, upon completion of all corrective work the Defendant will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Defendant and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.
7. For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction, Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13 of the Arbitration Code.
8. The Arbitrator shall not be liable to the Association, the Claimant or the Defendant by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

9. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Defendant's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records, if applicable), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations institute and (ii) meets the independence test set forth above.

10. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Defendant, which arbitrator shall be independent of the Defendant and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

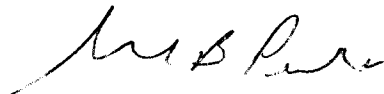
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.


WITNESSES:

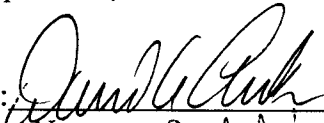
"Declarant"

**Toll Jacksonville Limited Partnership, a  
Florida limited partnership**

By: Toll FL GP Corp. a Florida  
corporation, its General Partner

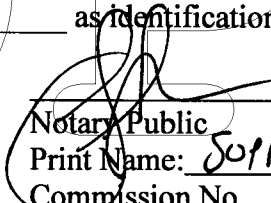
  
Name: Michael B. Piteo

  
Name: Kenneth J. Greene

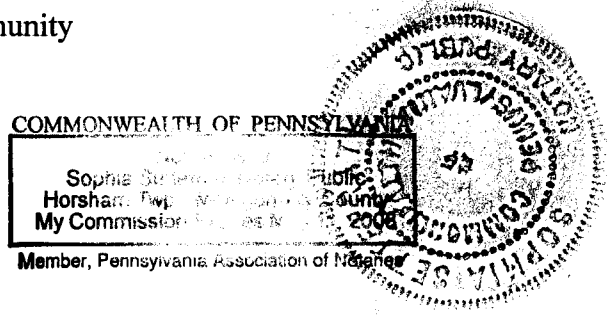
By:   
Print Name: David A. Larkin  
Print Title: Assistant Vice President

STATE OF Pennsylvania  
COUNTY OF Montgomery )

The foregoing instrument was acknowledged before me this 1 day of May, 2007, by David Larkin, as Asst Vice President of Toll FL GP Corp. a Florida corporation, the General Partner of Toll Jacksonville Limited Partnership, a Florida limited partnership, on behalf of the corporation and limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
Print Name: SOPHIA SETHURAH  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

- Exhibit "A" – Legal Description of property in the Community
- Exhibit "B" – Articles of Incorporation
- Exhibit "C" – Bylaws
- Exhibit "D" – Limited Controlled Facilities

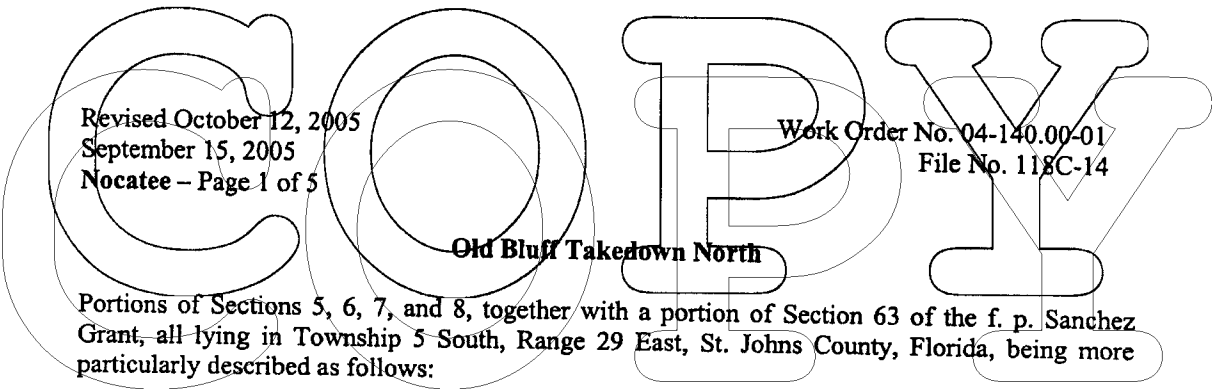


**EXHIBIT "A"**

**Legal Description of the Properties**

COPY

**EXHIBIT "A"**  
**THE PROPERTY**



Portions of Sections 5, 6, 7, and 8, together with a portion of Section 63 of the f. p. Sanchez Grant, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 20, said Township 5 South, Range 29 East; thence North 89°09'44" East, along the Southerly line of said Section 20, a distance of 2945.02 feet; thence North 00°50'16" West, departing said Southerly line, 12420.43 feet to a point on a curve and the Point of Beginning.

From said Point of Beginning, thence Southwesterly along the arc of a curve concave Northwesterly, having a radius of 1450.00 feet, through a central angle of 10°46'04", an arc length of 272.50 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 25°12'48" West, 272.10 feet; thence South 30°35'50" West, 356.76 feet to the point of curvature of a curve concave Westerly, having a radius of 700.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 35°03'23", an arc length of 428.90 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 48°07'32" West, 421.64 feet; thence North 24°20'47" West, 118.12 feet; thence North 82°35'20" West, 371.98 feet; thence South 74°45'43" West, 88.64 feet; thence South 49°00'32" West, 402.33 feet; thence South 64°47'49" West, 406.07 feet; thence North 25°12'11" West, 109.06 feet; thence South 84°04'18" West, 400.73 feet; thence North 58°27'40" West, 594.46 feet; thence South 66°30'49" West, 56.52 feet; thence South 03°58'43" West, 38.41 feet; thence South 02°31'32" West, 24.09 feet; thence North 89°51'59" East, 10.32 feet; thence North 00°08'01" West, 10.00 feet; thence North 89°51'59" East, 40.00 feet; thence South 00°08'01" East, 40.00 feet; thence South 89°51'59" West, 40.00 feet; thence North 00°08'01" West, 10.00 feet; thence South 89°51'59" West, 10.32 feet; thence South 88°39'36" West, 100.00 feet to a point on a curve concave Easterly, having a radius of 575.00 feet; thence Northwesterly along the arc of said curve, through a central angle of 02°31'47", an arc length of 25.39 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 00°04'30" West, 25.39 feet; thence South 77°01'28" West, 6.09 feet; thence South 83°54'55" West, 60.51 feet; thence North 17° 20' 48" West, 104.64 feet; thence North 76° 14' 54" West, 59.99 feet; thence North 77° 22' 36" West, 54.50 feet; thence North 19° 52' 50" West, 80.10 feet; thence North 05° 27' 07" East, 48.93 feet; thence North 04° 43' 31" West, 64.59 feet; thence South 81° 13' 07" East, 16.69 feet; thence North 03° 58' 43" East, 36.13 feet; thence North 12° 37' 33" West, 65.11 feet; thence South 50° 26' 25" West, 45.64 feet; thence South 88° 47' 30" West, 36.80 feet; thence South 69° 00' 59" West, 50.56 feet; thence South 34° 12' 21" West, 116.63 feet; thence North 24° 09' 51" West, 86.11 feet; thence North 39° 23' 43" West, 43.01 feet; thence North 53° 28' 07" West, 36.40 feet; thence North 02° 42' 36" East, 33.60 feet; thence North 33° 16' 07" West, 28.02 feet; thence North 56° 43' 53" East, 20.89 feet; thence North 34° 24' 13" East, 65.49 feet; thence North 54° 16' 10" East, 59.45 feet; thence North 76° 16' 05" East, 62.80 feet; thence South 18° 42'

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**Old Bluff Takedown North**

15" East, 45.28 feet; thence South 58° 52' 28" East, 6.12 feet; thence South 79° 24' 10" East, 37.71 feet; thence North 7° 37' 05" East, 23.15 feet; thence North 25° 33' 15" East, 66.06 feet; thence North 17° 14' 09" East, 35.53 feet; thence North 34° 32' 39" West, 87.77 feet; thence North 40° 46' 28" West, 63.46 feet; thence North 24° 12' 55" West, 62.34 feet; thence North 62° 36' 21" West, 21.60 feet; thence North 75° 35' 21" West, 33.05 feet; thence South 70° 10' 36" West, 51.99 feet; thence South 74° 23' 02" West, 82.06 feet; thence South 55° 46' 42" West, 47.12 feet; thence South 76° 23' 46" West, 101.36 feet; thence South 61° 50' 58" West, 58.83 feet; thence South 66° 47' 34" West, 58.42 feet; thence South 73° 46' 52" West, 64.31 feet; thence North 61° 16' 08" West, 9.32 feet; thence North 46° 51' 35" West, 146.29 feet; thence North 57° 20' 03" West, 8.98 feet; thence North 66° 06' 10" West, 60.24 feet; thence North 57° 08' 57" West, 76.77 feet; thence North 12° 15' 30" West, 88.50 feet; thence North 36° 15' 44" West, 68.07 feet; thence North 33° 18' 26" West, 87.38 feet; thence North 10° 12' 04" West, 83.56 feet; thence North 16° 24' 06" East, 59.19 feet; thence North 24° 19' 29" East, 68.16 feet; thence North 18° 00' 33" West, 50.90 feet; thence North 19° 37' 29" East, 50.67 feet; thence North 05° 45' 52" East, 41.87 feet; thence North 23° 22' 33" West, 87.53 feet; thence North 08° 38' 07" East, 79.03 feet; thence North 06° 19' 36" East, 63.80 feet; thence North 16° 26' 25" West, 91.73 feet; thence North 06° 56' 34" West, 51.76 feet; thence North 05° 29' 36" West, 73.67 feet; thence North 07° 07' 10" West, 47.14 feet; thence North 10° 38' 11" West, 49.75 feet; thence North 66° 43' 43" West, 60.35 feet; thence North 16° 13' 33" East, 63.74 feet; thence North 37° 25' 36" West, 43.58 feet; thence North 28° 55' 48" West, 70.26 feet; thence North 15° 45' 37" East, 74.01 feet; thence North 14° 58' 39" West, 65.94 feet; thence North 02° 50' 13" West, 57.44 feet; thence North 09° 19' 37" West, 54.38 feet; thence North 16° 26' 07" West, 12.24 feet; thence North 19° 20' 13" West, 23.40 feet; thence North 47° 49' 09" West, 29.75 feet; thence North 10° 12' 01" West, 68.17 feet; thence North 83° 44' 58" West, 39.94 feet; thence North 24° 23' 40" East, 70.54 feet; thence North 23° 05' 41" West, 52.27 feet; thence North 87° 42' 12" East, 48.24 feet; thence North 53° 10' 10" East, 115.46 feet; thence North 34° 59' 32" East, 58.92 feet; thence North 34° 25' 35" West, 71.78 feet; thence North 11° 27' 21" West, 14.26 feet; thence North 76° 42' 22" West, 57.83 feet; thence South 79° 29' 49" West, 65.36 feet; thence South 65° 20' 41" West, 45.03 feet; thence South 37° 44' 12" West, 55.48 feet; thence South 06° 54' 32" West, 64.14 feet; thence South 80° 57' 44" West, 64.54 feet; thence South 56° 12' 13" West, 26.51 feet; thence South 04° 56' 57" East, 31.32 feet; thence South 69° 18' 23" West, 34.24 feet; thence South 47° 05' 43" West, 80.38 feet; thence North 36° 22' 21" West, 43.09 feet; thence South 59° 46' 29" West, 6.55 feet; thence South 28° 12' 07" West, 65.41 feet; thence North 76° 14' 41" West, 34.00 feet; thence South 78° 05' 24" West, 59.31 feet; thence North 61° 37' 52" West, 70.86 feet; thence North 89° 25' 58" West, 33.40 feet; thence South 80° 43' 48" West, 55.78 feet; thence South 42° 42' 19" West, 94.14 feet; thence North 82° 44' 20" West, 62.76 feet; thence North 66° 13' 48" West, 47.61 feet; thence North 41° 38' 43" West, 36.50 feet; thence South 82° 43' 44" West, 39.39 feet; thence North 01° 42' 21" West, 71.63 feet; thence North 12° 09' 19" West, 53.45 feet; thence North 35° 31' 00" West, 45.52 feet; thence South 41° 19' 12" West, 66.72 feet; thence South 57° 45' 22" West, 53.91 feet; thence North 64° 19' 25" West, 24.06 feet; thence South 55° 23' 16" West, 13.92 feet; thence North 54° 52' 07" West, 73.62 feet; thence North 37° 08' 03" West, 72.73 feet; thence North 26° 31' 02" West, 63.38 feet; thence North 17° 25' 14" East, 88.81 feet; thence North 31° 48' 34" East, 83.63 feet; thence North 40° 24' 27" East, 55.69 feet; thence North 13° 47' 10" West, 76.94 feet; thence North 19° 45' 53" East, 70.04 feet; thence North 70° 08' 44" East, 65.27 feet; thence North 06° 23' 06" West, 58.76 feet; thence North 30° 19' 16" East,

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File No. 118C-14

**Old Bluff Takedown North**

61.82 feet; thence North 17° 49' 50" West, 105.34 feet; thence North 30° 10' 44" East, 45.65 feet; thence North 73° 41' 49" West, 129.89 feet; thence North 08° 23' 40" West, 94.05 feet; thence North 04° 43' 21" West, 44.15 feet; thence North 05° 17' 24" West, 83.10 feet; thence North 01° 10' 00" West, 77.99 feet; thence North 00° 29' 36" West, 74.08 feet; thence North 00° 48' 36" West, 103.99 feet; thence North 04° 43' 50" West, 63.96 feet; thence North 12° 40' 48" East, 44.55 feet; thence North 17° 31' 05" West, 103.66 feet; thence North 05° 26' 30" West, 73.11 feet; thence North 16° 22' 03" West, 93.72 feet; thence North 32° 05' 21" West, 68.90 feet; thence North 12° 31' 49" East, 31.31 feet; thence North 21° 40' 33" West, 103.73 feet; thence North 22° 11' 06" West, 35.28 feet; thence North 17° 46' 54" West, 79.96 feet; thence North 26° 04' 01" West, 76.12 feet; thence North 33° 33' 44" West, 65.53 feet; thence North 34° 27' 48" East, 62.58 feet; thence North 15° 16' 13" West, 81.24 feet; thence North 30° 13' 50" East, 43.50 feet; thence due East, 432.37 feet; thence North 77° 00' 02" East, 66.68 feet; thence due East, 50.32 feet; thence South 79° 20' 32" East, 81.11 feet; thence due East, 441.08 feet; thence South 12° 57' 09" East, 39.33 feet; thence South 10° 13' 15" East, 31.43 feet; thence South 50° 00' 43" East, 65.53 feet; thence South 08° 43' 30" West, 62.55 feet; thence South 27° 16' 05" East, 61.53 feet; thence South 28° 44' 36" West, 69.62 feet; thence South 60° 36' 55" East, 61.63 feet; thence South 44° 32' 41" East, 29.55 feet; thence North 78° 06' 55" West, 28.09 feet; thence South 01° 58' 44" West, 90.29 feet; thence South 11° 31' 16" East, 71.11 feet; thence South 28° 10' 12" East, 86.89 feet; thence South 10° 26' 22" East, 67.26 feet; thence South 13° 20' 12" East, 75.84 feet; thence South 19° 34' 32" West, 66.71 feet; thence South 27° 14' 05" West, 172.39 feet; thence South 09° 38' 43" West, 92.24 feet; thence South 28° 17' 13" East, 88.66 feet; thence South 01° 46' 37" West, 39.29 feet; thence South 53° 45' 06" East, 74.59 feet; thence South 10° 28' 49" West, 40.53 feet; thence South 69° 57' 50" East, 39.23 feet; thence South 79° 59' 23" East, 28.72 feet; thence South 64° 13' 32" East, 44.92 feet; thence South 84° 46' 50" East, 8.16 feet; thence North 45° 20' 38" East, 49.52 feet; thence North 01° 51' 36" West, 108.34 feet; thence North 79° 04' 17" East, 31.99 feet; thence North 41° 45' 14" East, 100.59 feet; thence North 86° 41' 51" East, 87.68 feet; thence North 37° 52' 57" East, 52.58 feet; thence North 41° 15' 44" East, 56.60 feet; thence North 37° 49' 04" East, 44.46 feet; thence North 53° 01' 58" East, 49.75 feet; thence North 74° 32' 33" East, 41.11 feet; thence South 45° 17' 05" East, 28.61 feet; thence South 23° 31' 15" East, 76.23 feet; thence South 04° 12' 49" West, 62.09 feet; thence South 14° 52' 34" East, 40.64 feet; thence South 46° 51' 02" East, 85.57 feet; thence South 70° 22' 35" East, 71.98 feet; thence South 72° 48' 40" East, 40.96 feet; thence South 83° 24' 51" East, 23.25 feet; thence North 54° 54' 18" East, 100.92 feet; thence North 19° 43' 50" West, 35.54 feet; thence North 62° 36' 48" East, 166.86 feet; thence South 27° 23' 12" East, 100.15 feet; thence South 49° 14' 26" East, 36.72 feet; thence North 78° 05' 14" East, 122.54 feet; thence South 11° 54' 46" East, 55.88 feet; thence South 23° 47' 33" East, 24.58 feet; thence South 00° 56' 40" East, 26.59 feet; thence South 11° 54' 46" East, 63.96 feet; thence South 78° 05' 14" West, 47.14 feet; thence South 41° 43' 03" West, 21.01 feet; thence South 59° 41' 08" East, 766.00 feet; thence North 18° 44' 25" East, 145.85 feet; thence North 13° 33' 59" East, 48.63 feet; thence North 18° 36' 46" East, 62.21 feet; thence North 24° 36' 11" East, 32.83 feet; thence South 35° 17' 11" East, 65.10 feet; thence North 79° 59' 10" East, 60.85 feet; thence South 63° 29' 24" East, 78.25 feet; thence South 74° 21' 33" East, 96.69 feet; thence South 44° 58' 46" East, 27.63 feet; thence South 55° 13' 41" East, 61.30 feet; thence North 47° 04' 29" East, 100.58 feet; thence North 45° 01' 14" East, 46.10 feet; thence North 08° 29' 03" East, 68.51 feet; thence North 41° 47' 32" East, 60.67 feet; thence North 17° 22' 23" West, 30.39 feet; thence North 59° 48' 08" East, 35.08 feet; thence North 71° 39' 13" East, 30.48 feet; thence

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Work Order No. 04-140.00-01  
File No. 118C-14

**Old Bluff Takedown North**

South 73° 26' 36" East, 35.63 feet; thence North 21° 45' 56" East, 125.14 feet; thence North 25° 00' 54" West, 89.85 feet; thence North 33° 51' 51" West, 34.05 feet; thence North 22° 23' 10" West, 97.39 feet; thence North 73° 18' 21" West, 57.99 feet; thence North 28° 55' 36" West, 42.43 feet; thence North 28° 47' 39" West, 110.46 feet; thence North 09° 43' 49" East, 18.23 feet; thence North 25° 36' 05" West, 74.05 feet; thence North 54° 42' 13" West, 71.92 feet; thence North 23° 53' 08" West, 45.84 feet; thence North 03° 30' 17" East, 65.24 feet; thence North 29° 05' 49" West, 53.82 feet; thence South 71° 58' 57" West, 68.60 feet; thence North 00° 42' 38" West, 36.04 feet; thence North 52° 28' 17" West, 53.33 feet; thence North 06° 48' 58" West, 47.12 feet; thence North 32° 11' 44" East, 34.95 feet; thence South 79° 06' 06" East, 37.22 feet; thence North 54° 30' 11" East, 54.10 feet; thence North 16° 49' 18" East, 31.11 feet; thence North 49° 51' 18" East, 44.80 feet; thence North 09° 03' 03" West, 42.02 feet; thence South 78° 45' 19" West, 61.79 feet; thence North 61° 25' 16" West, 49.56 feet; thence North 83° 29' 55" East, 50.84 feet; thence North 66° 40' 56" East, 38.96 feet; thence North 33° 54' 18" West, 67.89 feet; thence North 18° 52' 07" West, 51.30 feet; thence North 11° 56' 54" East, 33.09 feet; thence North 05° 46' 15" West, 46.66 feet; thence North 68° 26' 28" West, 44.20 feet; thence North 16° 23' 51" West, 56.49 feet; thence North 21° 35' 50" East, 57.23 feet; thence North 86° 39' 45" East, 46.32 feet; thence North 19° 38' 43" East, 49.99 feet; thence South 66° 26' 56" West, 47.08 feet; thence North 12° 43' 04" West, 39.12 feet; thence North 76° 39' 35" West, 15.37 feet; thence North 06° 46' 16" West, 25.56 feet; thence North 20° 41' 08" West, 63.63 feet; thence North 21° 54' 54" West, 30.57 feet; thence North 13° 53' 37" East, 30.91 feet; thence South 83° 09' 07" West, 52.22 feet; thence North 20° 46' 00" West, 35.18 feet; thence North 54° 05' 18" East, 65.64 feet; thence North 77° 36' 09" East, 577.40 feet; thence North 58° 23' 05" East, 318.60 feet; thence North 51° 59' 20" East, 25.11 feet; thence North 04° 30' 07" West, 76.95 feet; thence North 54° 08' 00" East, 430.11 feet; thence North 79° 19' 38" East, 438.81 feet; thence South 24° 10' 53" East, 279.60 feet; thence South 20° 49' 07" West, 49.50 feet; thence South 24° 10' 53" East, 120.00 feet; thence South 69° 10' 53" East, 49.50 feet; thence South 24° 10' 53" East, 59.08 feet; thence South 65° 49' 07" West, 25.32 feet to a point on a curve concave Southwesterly, having a radius of 60.00 feet; thence Northerly, along the arc of said curve, through a central angle of 112° 00' 01", an arc length of 117.29 feet to the point of tangency, said arc being subtended by a chord bearing and distance of North 74° 15' 25" West, 99.48 feet; thence South 49° 44' 35" West, 92.38 feet to the point of curvature of a curve concave Easterly, having a radius of 50.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 102° 00' 31", an arc length of 89.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 01° 15' 41" East, 77.72 feet; thence South 74° 02' 52" West, 63.22 feet; thence South 16° 19' 05" East, 97.06 feet; thence South 37° 34' 58" East, 483.13 feet; thence South 13° 57' 11" East, 1117.65 feet; thence South 20° 56' 26" East, 1009.08 feet; thence South 73° 27' 44" West, 702.94 feet; thence South 35° 41' 46" East, 67.56 feet; thence South 16° 45' 35" East, 110.18 feet; thence South 36° 32' 53" East, 78.24 feet; thence South 00° 31' 33" West, 93.05 feet; thence South 09° 29' 49" East, 82.31 feet; thence North 62° 35' 47" West, 82.27 feet; thence North 05° 55' 14" West, 110.41 feet; thence North 21° 14' 26" West, 88.83 feet; thence North 51° 28' 29" West, 80.36 feet; thence South 66° 07' 09" West, 51.57 feet; thence South 10° 52' 51" East, 110.18 feet; thence South 06° 56' 40" East, 100.27 feet; thence South 10° 36' 23" East, 44.41 feet; thence South 38° 03' 23" East, 92.55 feet; thence South 11° 28' 53" East, 91.10 feet; thence South 27° 41' 16" East, 69.45 feet; thence South 25° 20' 01" East, 126.71 feet; thence South 16° 34' 38" East, 88.04 feet; thence South 20° 13' 50" East, 122.72 feet; thence South 11° 35' 30" East,

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File No. 118C-14

**Old Bluff Takedown North**

106.25 feet; thence South 29° 58' 58" East, 71.97 feet; thence South 01° 04' 52" West, 81.89 feet; thence South 32° 13' 06" East, 102.18 feet; thence South 01° 37' 01" East, 90.71 feet; thence South 16° 59' 29" East, 113.32 feet; thence South 20° 31' 49" East, 111.84 feet; thence South 04° 37' 20" West, 60.67 feet; thence South 50° 01' 32" East, 53.55 feet; thence South 16° 36' 25" East, 30.35 feet to the Point of Beginning.

COPY

COPY















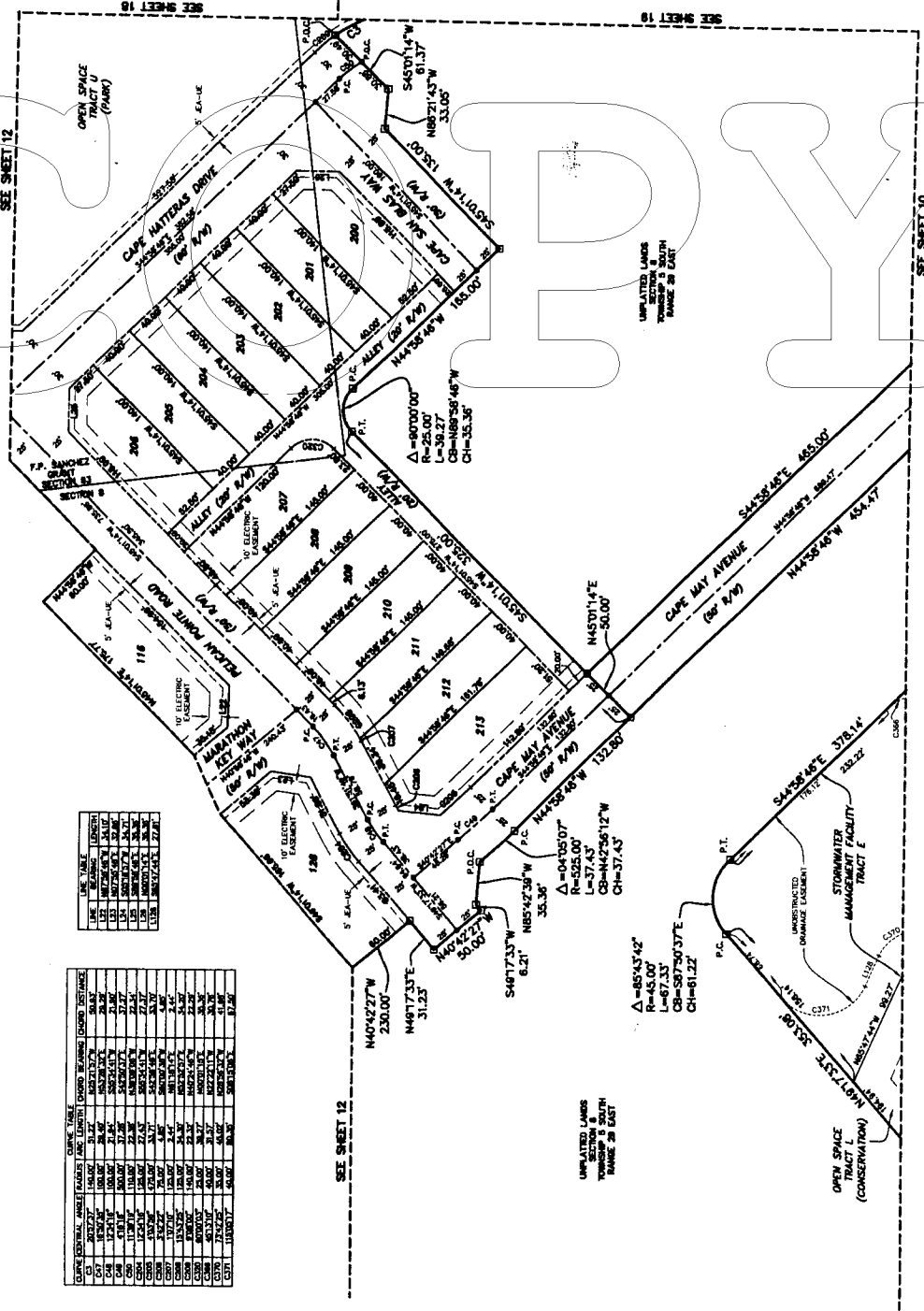
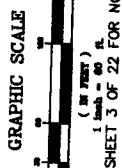






MAP BOOK 60 PAGE 11  
SHEET 11 OF 22 SHEETS

**COASTAL OAKS AT NOCATEE ~ PHASE 1**  
A PORTION OF SECTIONS 5, 7 AND 8, TOGETHER WITH A PORTION OF SECTION 63  
OF THE F. P. SANCHEZ GRANT, ALL LYING IN TOWNSHIP 5 SOUTH, RANGE 29 EAST,  
ST. JOHNS COUNTY, FLORIDA.



LINE	BEARING	LENGTH
101	N85°42'39"W	35.36'
102	S45°00'00"W	33.00'
103	S45°00'00"W	33.00'
104	N45°01'14"E	30.00'
105	N45°01'14"E	30.00'
106	S45°00'00"W	33.00'
107	N45°01'14"E	30.00'
108	N45°01'14"E	30.00'
109	S45°00'00"W	33.00'
110	N45°01'14"E	30.00'
111	N45°01'14"E	30.00'
112	S45°00'00"W	33.00'
113	N45°01'14"E	30.00'
114	N45°01'14"E	30.00'
115	S45°00'00"W	33.00'
116	N45°01'14"E	30.00'
117	N45°01'14"E	30.00'
118	S45°00'00"W	33.00'
119	N45°01'14"E	30.00'
120	N45°01'14"E	30.00'
121	S45°00'00"W	33.00'
122	N45°01'14"E	30.00'
123	N45°01'14"E	30.00'
124	S45°00'00"W	33.00'
125	N45°01'14"E	30.00'
126	N45°01'14"E	30.00'
127	S45°00'00"W	33.00'
128	N45°01'14"E	30.00'
129	N45°01'14"E	30.00'
130	S45°00'00"W	33.00'
131	N45°01'14"E	30.00'
132	N45°01'14"E	30.00'
133	S45°00'00"W	33.00'
134	N45°01'14"E	30.00'
135	N45°01'14"E	30.00'
136	S45°00'00"W	33.00'
137	N45°01'14"E	30.00'
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140	N45°01'14"E	30.00'
141	N45°01'14"E	30.00'
142	S45°00'00"W	33.00'
143	N45°01'14"E	30.00'
144	N45°01'14"E	30.00'
145	S45°00'00"W	33.00'
146	N45°01'14"E	30.00'
147	N45°01'14"E	30.00'
148	S45°00'00"W	33.00'
149	N45°01'14"E	30.00'
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156	N45°01'14"E	30.00'
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161	N45°01'14"E	30.00'
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163	S45°00'00"W	33.00'
164	N45°01'14"E	30.00'
165	N45°01'14"E	30.00'
166	S45°00'00"W	33.00'
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168	N45°01'14"E	30.00'
169	S45°00'00"W	33.00'
170	N45°01'14"E	30.00'
171	N45°01'14"E	30.00'
172	S45°00'00"W	33.00'
173	N45°01'14"E	30.00'
174	N45°01'14"E	30.00'
175	S45°00'00"W	33.00'
176	N45°01'14"E	30.00'
177	N45°01'14"E	30.00'
178	S45°00'00"W	33.00'
179	N45°01'14"E	30.00'
180	N45°01'14"E	30.00'
181	S45°00'00"W	33.00'
182	N45°01'14"E	30.00'
183	N45°01'14"E	30.00'
184	S45°00'00"W	33.00'
185	N45°01'14"E	30.00'
186	N45°01'14"E	30.00'
187	S45°00'00"W	33.00'
188	N45°01'14"E	30.00'
189	N45°01'14"E	30.00'
190	S45°00'00"W	33.00'
191	N45°01'14"E	30.00'
192	N45°01'14"E	30.00'
193	S45°00'00"W	33.00'
194	N45°01'14"E	30.00'
195	N45°01'14"E	30.00'
196	S45°00'00"W	33.00'
197	N45°01'14"E	30.00'
198	N45°01'14"E	30.00'
199	S45°00'00"W	33.00'
200	N45°01'14"E	30.00'

CURVE	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C2	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C3	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C4	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C5	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C6	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C7	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C8	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C9	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C10	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C11	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C12	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C13	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C14	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C15	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C16	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C17	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C18	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'
C19	85°42'39"	150.00'	31.82'	S85°42'39"W	56.41'
C20	171°25'18"	100.00'	35.96'	S85°42'39"W	71.74'

- LEGEND**
- B BOUNDARIES SET FROM 4" X 4" OIL NAILS (UNLESS OTHERWISE NOTED)
  - BOUNDARIES SET FROM 1/2" X 1/2" PIN CAP, UNLESS OTHERWISE NOTED
  - BOUNDARIES SET FROM 1/2" X 1/2" PIN CAP, PERMANENT CONTROL POINT
  - PERMANENT CONTROL POINT
  - CONCRETE MONUMENT
  - IRON MONUMENT
  - IRON BENCHMARK
  - POINT OF CURVATURE
  - POINT OF TANGENCY
  - POINT OF BEGINNING CURVATURE
  - POINT OF ENDING CURVATURE
  - ANIMAL POLE
  - CENTRAL ANGLE
  - ARC LENGTH
  - CHORD BEARING
  - CHORD DISTANCE
  - TABULATED LINE DATA
  - MEASUREMENT DATA
  - MEASUREMENT DATA
  - CENTERLINE
  - 3/4" - 1/4" UTILITY EMBLEMMENT

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624























**EXHIBIT "B"**

**Articles of Incorporation**

COPY



December 2, 2005

FLORIDA DEPARTMENT OF STATE  
Division of Corporations  
COASTAL OAKS HOMEOWNERS ASSOCIATION, INC.  
9301 OLD KINGS ROAD SOUTH  
JACKSONVILLE, FL 32257

COPY

The Articles of Incorporation for COASTAL OAKS HOMEOWNERS ASSOCIATION, INC. were filed on December 1, 2005, and assigned document number N05000012057. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H05000275890.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

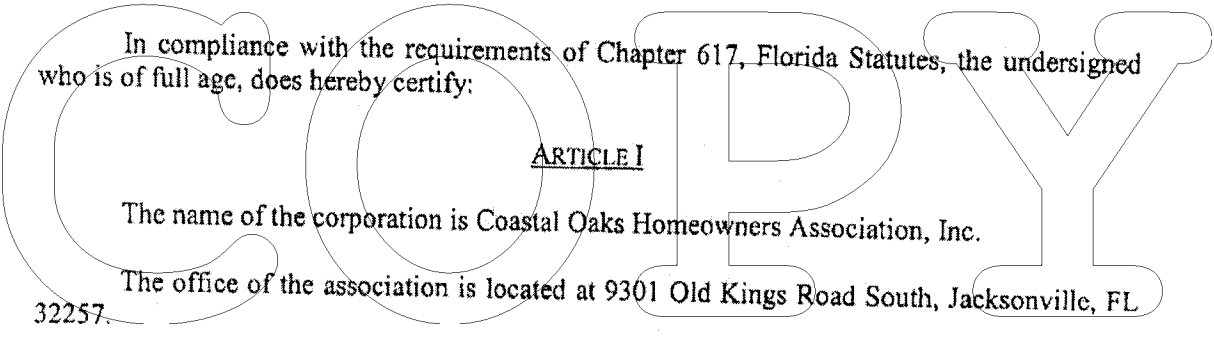
Sincerely,  
Tammy Hampton  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 405A00070119

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION  
FOR  
COASTAL OAKS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned who is of full age, does hereby certify:



ARTICLE I

The name of the corporation is Coastal Oaks Homeowners Association, Inc.

The office of the association is located at 9301 Old Kings Road South, Jacksonville, FL 32257.

The name and address of the Registered Agent is C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324.

The terms used in these Articles shall have the definitions as provided in the Declaration of Covenants, Conditions and Restrictions for Nocatee (the "Declaration").

ARTICLE II  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association 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 and preservation of the Lots and Common Areas within that certain tract of property located in St. John's County, Florida, pursuant to the provisions of the Declaration, and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, applicable to the property, to be recorded in the Public Records of St. John's County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length;

B. Own, operate, maintain repair and where necessary improve the Common Areas, including but not limited to, all water management facilities existing, from time to time on the Properties, which water management facilities shall include all lakes, ponds, drainage retention areas, swales and artificial and natural structures which are incorporated into the water management system, whether owned by the Association or by a member, and all easements reserved for drainage related purposes. Provided, however, that the Association shall only be responsible for water management facilities which solely serve the Community.

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

D. 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;

E. Borrow money, and with the consent of two-thirds (2/3) of the members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

G. Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

H. Devise such rules and regulations with respect to the use of the Common Areas and to promote the health, safety and convenience of the Owners of the Property.

I. Enter into contracts for operational and maintenance services for the Common Areas and the management of the Association

ARTICLE III  
MEMBERSHIP

Every person or entity who is a record owner of a Lot in Coastal Oaks, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lot which is subject to assessment by the Association. Change of membership shall be established by recording in the Public Records of St. John's County, Florida, a deed or other instrument transferring title, and by the delivery to the Association of a copy of such instrument. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his fee simple interest in a Lot.

ARTICLE IV  
VOTING RIGHTS

The Association shall have two (2) classes of voting memberships:

1. Class A. Class A members shall be all of those owners of a Lot subject to the Declaration. Each Class A Member shall have one (1) vote for each Lot owned by such Class A Member.

2. Class B. There shall be one (1) Class B member, the Declarant, Toll Jacksonville Limited Partnership, a Florida limited partnership, or its assigns. The Class B member shall have three (3) votes for each Lot it owns or controls.

The By-Laws may establish procedures for voting when title to a unit is held in the name of a corporation or more than one (1) person or entity.

The Class B membership shall terminate upon the earlier of:

- (1) two (2) years after termination of the Class "B" Control Period pursuant to Section 3.3 of the Bylaws; or
- (2) when, in its discretion, the Declarant so determines and declares in a recorded instrument.

Upon termination of the Class B membership, Declarant shall be a Class A Member entitled to Class A votes for each Lot which it owns.

ARTICLE V  
BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) members who shall be appointed by the Declarant. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

- |                |   |
|----------------|---|
| Raymond Parker | 9301 Old Kings Road South<br>Jacksonville, FL 32257 |
| Josh McDaniel  | 9301 Old Kings Road South<br>Jacksonville, FL 32257 |
| Oisín Courtney | 9301 Old Kings Road South<br>Jacksonville, FL 32257 |

Until turnover of control of the Association to Members other than the Declarant, all Directors shall be appointed by the Declarant. After turnover of control of the Association, the Board shall consist of at least three members, who shall be elected by the members in the manner determined by the By-Laws.

ARTICLE VI  
INDEMNIFICATION

The Association shall indemnify every Director and every officer of the Association against all expenses and liabilities including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. In the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and indemnification as being in the best interests of the Association. The foregoing right of indemnification shall not apply to:

- A. Gross negligence or willful misconduct in office by any Director or officer.
- B. Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

In the event of a settlement or any dispute with respect to any indemnification, the right to indemnification shall not apply unless the Board of Directors approves such settlement or disposes of any such dispute as being in the best interest of the Association. 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 VII  
DURATION

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government. If it is not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

ARTICLE VIII  
AMENDMENTS

Subject to the rights of Declarant as provided in the By-Laws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the members entitled to vote, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Declaration. Amendments to the By-Laws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX  
NOT-FOR-PROFIT STATUS

In compliance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X  
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided therein.

ARTICLE XI  
OFFICERS

There shall be a President, Vice-President and Secretary/Treasurer of the Corporation. The initial officers of the corporation are as follows:

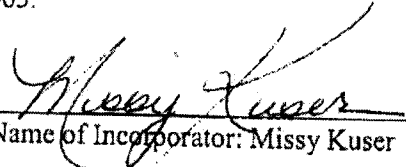
- PRESIDENT: Raymond Parker
- VICE-PRESIDENT: Josh McDaniel
- SECRETARY/TREASURER: Oisin Courtney

ARTICLE XII  
INCORPORATORS

The name and address of the incorporator is:

Missy Kuser	Toll Brothers, Inc. 250 Gibraltar Road Horsham, PA 19044
-------------	--

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned incorporator of this Association has executed these Articles of Incorporation this 30th day of November, 2005.

  
 \_\_\_\_\_  
 Name of Incorporator: Missy Kuser

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

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That Coastal Oaks Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, County of St. John's, State of Florida, has named C T Corporation System, as its agent to accept service of process within this State.

COPY

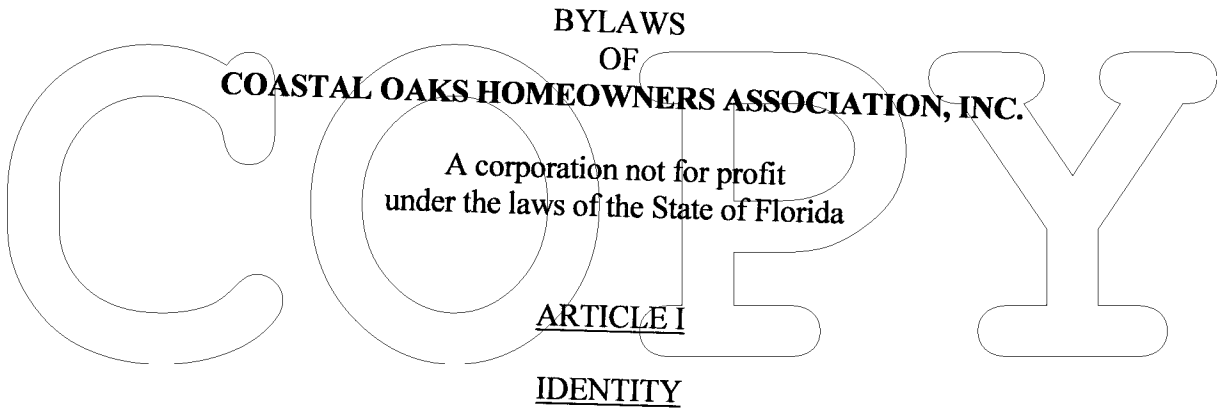
ACCEPTANCE

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Connie Bryan  
Name of Registered Agent:  
CONNIE BRYAN  
SPECIAL ASSISTANT SECRETARY

**EXHIBIT "C"**

**BYLAWS**



These are the Bylaws of the COASTAL OAKS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on December 1, 2004.

The Association has been organized for the purpose of performing the functions outlined in the covenants, conditions and restrictions as may be recorded, for all phases of COASTAL OAKS, a subdivision located in St. Johns County, Florida ("the subdivision"), including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance and cleaning of the storm and/or surface water management systems required by the St. Johns River Water Management District or other governmental agencies pursuant to the permits issued and other applicable rules and regulations.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

Initially, the office of the Association shall be at 9301 Old Kings Road South, Jacksonville, Florida 32257, but may be changed from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

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

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

ARTICLE II

MEMBERS MEETINGS

A. Annual meeting. For so long as there is a Class B member, annual meetings may be held at the discretion of the Class B member.

At the termination of Class B membership, the members shall meet for the purpose of electing directors and transacting business and determining when subsequent annual meetings shall be held.

B. Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership. At a special meeting of the Members, the Association may only conduct that business and address those matters that were stated in the notice of the special meeting to be the purpose thereof.

C. Notices. Notice of all members' meeting stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed within the time frame as provided in the covenants. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. Quorum. A quorum at members' meetings shall be as provided in the covenants.

E. Voting Rights. The voting rights of the members shall be as specified in the covenants.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned meetings may be rescheduled as provided in the covenants.

H. Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

I. Proviso. Provided, however, that until the Declarant (Class B member) of the subdivision has completed all of the contemplated improvements and closed the sales of all of the lots, or until the Declarant elects to terminate its control of the Association, whichever shall occur first (the "Class 'B' Control Period"), the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III  
DIRECTORS

A. Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in the subdivision.

B. Directors Appointed by Declarant. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant, so long as the Class B membership exists as set forth in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Owners or residents in the subdivision. The names of the initial Directors selected by the Declarant are set forth in the Articles of Incorporation of the Association.

C. Number. The Board shall initially consist of three (3) members. After the Class B membership ceases, the Board shall consist of no less than three members who shall be elected by the membership at large at the annual meetings.

D. Term. The Directors appointed by the Class B member shall serve at its pleasure. The term of office of Directors elected by Class A members shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

E. Removal. Any Director elected by the Class A members may be removed from the Board, with or without cause, by a majority vote of the Class A members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

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

G. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Class A 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 person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

H. Proviso. The Declarant shall have veto power on any act of the Board of Directors which affects the marketability of any units still owned by the Declarant.

ARTICLE IV

MEETINGS OF DIRECTORS

**Directors appointed by Class B member:**

A. The Directors meetings shall be scheduled by the Directors at their discretion.

**Directors elected by Class A members:**

A. Organization Meeting. The first meeting of the members of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

B. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

C. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

D. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

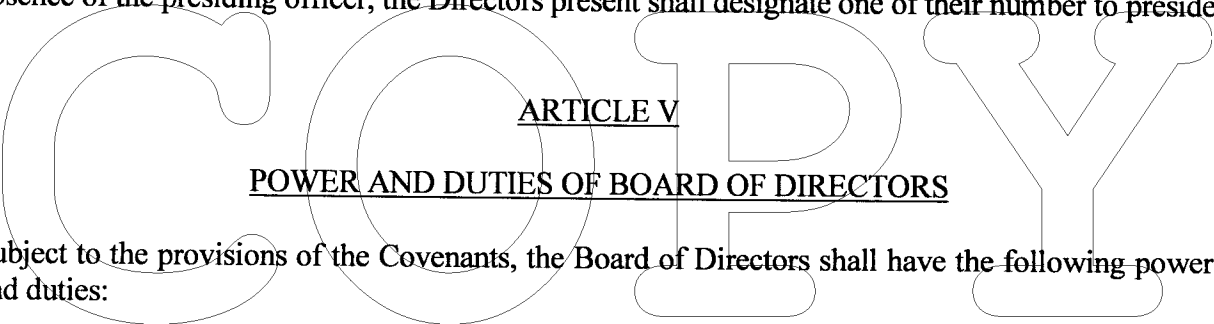
E. Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or the Covenants or these By-laws.

F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.

H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

I. Presiding Officer. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.



ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation, and specifically comply with all requirements of the surface and stormwater management permits;

B. 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;

C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;

E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in the Covenants;

F. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association, as set forth in the covenants;

G. Collect the assessments, depositing the proceeds thereof in a bank depository which it shall approve and using the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

I. Enforce by legal means the provisions of the Covenants and these Bylaws, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

J. Pay the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

K. Keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specify the maintenance and repair expenses and any other expenses incurred, which books and records shall be open for inspection by any of the members at reasonable times and upon reasonable notice;

L. Contract with any person or entity for the performance of various duties and functions;

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

N. Cause any or all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

O. To present to the members at the annual meeting, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, a statement of all acts and corporate affairs;

P. To oversee the common areas, enforce rules and regulations, and such other duties relating to the common areas as may be necessary from time to time.

ARTICLE VI

OFFICERS AND THEIR DUTIES

A. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.

B. Election of Officers. Until termination of the Class B membership, officers shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

D. 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, have such authority, and perform such duties as the Board may, from time to time, determine.

E. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, 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.

F. 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 vacancy.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.

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

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the President's absence or inability to act, shall assist the President generally, and shall exercise and discharge such other duties as may be required of him by the Board.

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 perform such other duties as required by the Board.

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 co-sign all checks and promissory notes of the Association; keep proper books of account; upon request of the Board of Directors, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and 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.

In addition, the Treasurer shall, when requested on behalf of any lot owner, furnish a certificate setting forth whether or not the assessments on a specified lot have been paid, which certificate shall be binding upon the Association as of the date of its issuance, as provided in the Covenants.

ARTICLE VII

COMMITTEES

The Association may appoint an Architectural Control Committee as provided in the Covenants and such other committees as deemed appropriate in carrying out its purpose.

ARTICLE VIII

AMENDMENTS

These By-laws may be amended as provided in the Articles of Incorporation or as otherwise permitted by applicable law.

**EXHIBIT "D"****LIMITED CONTROLLED FACILITIES**

The following is a list of the Limited Controlled Facilities applicable only to the Owners of the attached product in the Community (the "Townhome Neighborhood"):

- **Structural Elements and Exterior Facades:** The structural elements and exterior facade of each attached Unit in the Townhome Neighborhood (each, a "Townhome"), including any exterior siding and all windows and doors, shall be Limited Controlled Facilities which will be owned by the Owners of the Townhomes, but for which the Association shall have certain maintenance obligations. The Association shall have the obligation to repair, maintain and replace the exterior facades (including siding/stucco) of the Townhomes in the Community (other than doors and windows, the repair, maintenance and replacement of which shall be the sole responsibility of the Owners of the Townhomes). The costs incurred for this maintenance shall be an expense to be assessed equally among all Owners of the Townhomes in the Townhome Neighborhood.
- **Roofs on Buildings:** The roof, gutters, downspouts and other roofing installations for each Townhome, including the structural support for same, all sheathing and underlayers, and all roof finishes, shall be Limited Controlled Facilities which will be owned by the Owners of the Townhomes, but for which the Association shall have certain maintenance obligations. The Association shall have the obligation to repair, maintain and replace the roofs of the Townhomes in the Community as part of a regular maintenance program to preserve the appearance of the entire Community. The costs incurred for this maintenance shall be an expense to be assessed equally among all of the Owners of the Townhomes.
- **Landscaping Areas:** The Association shall have an easement over each Townhome for the maintenance of all vegetation (including grass cutting) planted by the Declarant and/or the Association.