

July 2018

Attention Village of Solano Owners:

Enclosed please find a copy of the recorded **REVITALIZED** declaration and governing documents for Village of Solano Owners Association, Inc.

This revitalized copy replaces the original document and should be kept with your important papers, as you will be required by Florida Statute 720 to provide it to a purchaser should you sell your home.

In addition, we ask that, if you rent your home, you provide a copy to your current tenant and request they leave it in the unit for future tenants.

Thank You and enjoy your summer!

BMI for
Village of Solano
Board of Directors

Return to:
McCabe Law Group, P.A.
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

Public Records of St. Johns County, FL
Clerk number: 2018047412
BK: 4574 PG: 892
7/3/2018 4:36 PM
Recording \$409.50

REVIVED AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE OF SOLANO

THIS REVIVED DECLARATION is made on this 10th day of March, 2018, by VILLAGE OF SOLANO, INC., a Florida not-for-profit corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, Declarant created a residential community to be known as VILLAGE OF SOLANO upon the real property described in Exhibit "A" attached hereto.

WHEREAS, Declarant declared that all of the real property described in Exhibit "A" (commonly known as the Village of Solano) attached hereto shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth, all of which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

WHEREAS, Declarant recorded the Declaration of Covenants, Conditions and Restrictions for Village of Solano in Official Records Book 725, Page 239, of the public records of St. Johns County, Florida.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Village of Solano was subsequently amended by Amendment to Declaration of Covenants, Conditions, and Restrictions for Village of Solano, recorded in Official Records Book 741, Page 976, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Village of Solano, recorded in Official Records Book 759, Page 1945, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Village of Solano, recorded in Official Records Book 777, Page 273, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano, Inc., recorded in Official Records Book 1019, Page 847, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano, Inc., recorded in Official Records Book 1019, Page 850, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano,

Inc., recorded in Official Records Book 1019, Page 852, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano, Inc., recorded in Official Records Book 1019, Page 854, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano, Inc., recorded in Official Records Book 1019, Page 856, of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants Conditions and Restrictions for Village of Solano, Inc., recorded in Official Records Book 1019, Page 858 of the public records of St. Johns County, Florida, and thereafter amended by Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Village of Solano, recorded in Official Records Book 1264, Page 1656, of the public records of St. Johns County, Florida, and thereafter amended by Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Village of Solano, recorded in Official Records Book 1752, Page 86 of the public records of St. Johns County, Florida, and thereafter amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Village of Solano, recorded in Official Records Book 4343, Page 1107, of the public records of St. Johns County, Florida.

WHEREAS, all such recorded documents referenced above are collectively referred to as the "Declaration."

WHEREAS, the covenants, conditions and restrictions contained in the Declaration may have expired pursuant to Chapter 712, Florida Statutes, also known as the Marketable Record Title Act.

WHEREAS, the organizing committee of Village of Solano does hereby submit the Declaration on behalf of Village of Solano, Inc., for revival pursuant to Section 720.403, Florida Statutes (the "Revived Declaration").

WHEREAS, the Revived Declaration governs only the parcels which were originally encumbered by the Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes.

NOW, THEREFORE, the Association hereby revives all terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Village of Solano, as follows:

ARTICLE I
DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to Village of Solano, a Florida corporation not for profit, its successors and assigns.

Section 3. “Common Expenses” shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. “Common Properties” shall mean and refer to all real property whether improved or not that may, from time to time, be conveyed or dedicated by plat by the Declarant or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. “Declarant” shall mean and refer to March Investments, Inc., a Florida corporation, or the successor and assigns to the rights of the Declarant hereunder.

Section 6. “Declaration” shall mean and refer to this instrument as it may from time to time be amended.

Section 7. “Institutional Lender” shall mean and refer to the owner and holder of a mortgage encumbering a Residence (whether or not improved), which owner and holder of said mortgage shall be the Declarant, a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender, including, but not limited to, Federal National Mortgage Association.

Section 8. “Owner” shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, whether it be the Declarant, one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residence. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner.

Section 9. “Properties” shall mean and refer to the real property described in Exhibit “A” attached hereto.

Section 10. “Recreational Facility” shall mean and refer to any portion of the Common Properties which is intended for recreational use including improvements thereon such as a swimming pool and cabana.

Section 11. “Residence” shall mean and refer to any plot of land, whether or not improved, shown upon any recorded plat or any portion of the Properties which is intended for residential use.

Section 12. “Control” shall mean and refer to the right of the Declarant to control the Association, the Association Board, the property described in Exhibit “A” or the Owners in any manner except through votes allocated to Residences it owns on the same basis as votes pertaining to sold Residences.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Residence, a perpetual easement for ingress and egress to and from his Residence over and upon the Common Properties which easement shall be subject to and limited by the following:

A. The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided, however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association and two-thirds (2/3) of the Institutional Lenders.

B. The rules and regulations of the Association.

Section 2. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws of the Association and Rules and Regulations of the Association.

Section 3. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Residence, shall not be separated therefrom and shall pass with the title to his Residence, whether or not separately described.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Residence owned by said member. When any Residence is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Residence, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such

individual. The vote of such individual shall be considered to represent the will of all the Owners of that Residence.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of St. Johns County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated on such instrument shall, by his acceptance of such instrument, become a member of the Association and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Residence interest upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, the Declarant shall transfer control of the Association to the Owners, no later than the earlier of the following events:

- (a) Four months after 75% of the Residences in the Village of Solano have been conveyed to Residence purchasers (new Owners).
- (b) Three years following the conveyance of the first Residence in the Village of Solano.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS
(Including Insurance)

Section 1. Creation of a Lien and Personal Obligation for Assessments. Each owner of a Residence including the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Residence against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Residence while he is the Owner of said Residence. Neither annual nor special assessments may be used for the construction of capital improvements during the development period if value is to be given for such improvements.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and

operation of the Common Properties, and to provide services which the Association is authorized or required to provide. The Association shall establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 3. Annual Assessment. The Annual Assessment for each Residence shall be as stated in the estimated operating budget for the succeeding year. The board of Directors may increase the operating budget in an amount not to exceed five percent (5%) of the previous year's assessment without the assent of the Association. Any increase in excess of five (5) percent of the previous year's assessment must be approved by a majority of the members of the Association. Written notice of any meeting called for the purpose of increasing the Annual Assessment in excess of five (5) percent shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting.

Section 4. Proportion and Amount of Annual Assessments. Subject to the provisions of Section 3 hereinabove each owner shall pay an annual assessment equal to his proportionate share of the common expenses. The proportionate share of common expenses. The proportionate share of common expenses for each owner shall be determined by multiplying the common expenses by a fraction, the numerator of which is equal to the total number of Residences owned by said owner and the denominator of which is equal to the total number of Residences.

Section 5. 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 landscaping additions, construction, reconstruction, repair or replacement of any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall be approved by a majority of the members of the Association. Written notice of any meeting called for the purpose of taking any action authorized by this section shall be sent to all Members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting.

Section 6. Special Assessments for Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide upon any Residence requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance, including, but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance. An easement is hereby granted to the Association for such maintenance. The cost of such maintenance shall be assessed against the Residence upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Residence(s) involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Residences in the affected area. The exterior maintenance assessment shall not be considered a part of the annual or special assessment. Any exterior maintenance assessment shall be a lien on the Residence(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest

and fees for the cost of collection, as provided for the other assessments of the Association. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any residence(s) or any portion of the Residence of the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with any such notice as, under the circumstances, is practically affordable.

Section 7. Special Assessment for Insurance Coverage. In the event an Owner does not comply with the provisions of Article VII, Section 1. Paragraph S hereof, the Association at its sole option and without notice to owner may secure such hazard insurance and such payment shall bear interest at the highest rate allowed by Law from the date of such payment until Owner's repayment of same. The Association's payment of such insurance shall be secured by a lien against the subject lot and shall be deemed a special assessment which, if not paid forthwith by Owner, shall be deemed past due five (5) days after the Association's payment date.

Section 8. Date of Commencement and Pro Ration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Residence on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded among the Public Records of St. Johns County, Florida, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. Thereafter, the Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 9. Annual Budget. The Board of Directors of the Association shall prepare an Annual Budget and fix the amount of the Annual Assessment against each Residence in advance of each fiscal year. The Annual Budget shall contain an itemized breakdown of the estimated costs of operation, maintenance and management of the Association for the succeeding year. Each budget shall show the proportionate share of the total estimated common expenses to be assessed against and collected from the Members and the due dates and amounts of installments thereof. Copies of the proposed Budget shall be mailed to each Member at least fifteen (15) days prior to the meeting of the Board of Directors at which the Budget will be considered. If any Budget is subsequently amended, a copy shall be furnished to each Member for any assessment levied pursuant thereto. A roster showing the amount of the Annual Assessment against each Residence shall be kept at such place designated by the Board of Directors and shall be open to inspection by an Owner. The Association shall, upon reasonable demand, furnish to any owner liable for said assessment a certificate in writing signed by the President or Treasurer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Nonpayment of Assessments; Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the rate of twelve percent per annum from the due date and

the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made.

Section 11. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorney's fees; through and including appellate litigation.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to the decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 13. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each member of the Association who may make request therefor in writing, a copy of such statement within thirty days after receipt of such request. Such copy may be furnished to the member either in person or by mail.

ARTICLE V ARCHITECTURAL AND LANDSCAPE CONTROL AND REVIEW

Section 1. Architectural/Landscaping Review Committee. The Architectural/ Landscaping Review Committee (ALRC) shall consist of three to five persons. The Chairman of the ALRC shall be a member of the Board of Directors. Upon the resignation or removal, for any reason, of one of the Committee members, the remaining members of the Committee shall promptly appoint a replacement to be confirmed by the Association's Board of Directors. Until such appointment has been made, the remaining members shall exercise the Committee's authority.

Section 2. Responsibilities. The ALRC is charged with the responsibility of preserving the consistency and propriety of the appearance of the grounds and buildings at the Village of Solano in accordance with the requirements of this Declaration, including, but not limited to, Article VII.

A. Architectural. The ALRC shall receive, review and approve or disapprove written requests from unit owners for fencing, patio extensions and enclosures and for

additions, modifications or major maintenance work which changes the, external appearance of the owners' buildings and appurtenant structures.

B. Landscaping. The ALRC shall receive, review and approve or disapprove written requests from unit owners for modification, deletion or addition to existing landscaping including, but not limited to, trees, shrubs, hedges, vines, bushes and sod.

Section 3. Permitted Additions: The ALRC shall consider applications for patio additions and enclosures and for the construction of new fencing on residential property. All maintenance and repairs or any approved additions shall be the sole responsibility of the owners of the properties on which the improvements are located.

Section 4. Approval Procedure. The ALRC shall develop and implement appropriate procedures for the receipt, review and determination of applications made for architectural and landscaping modifications, deletions or additions. These procedures shall include a requirement that the requests for review be made in writing and be made by the unit owner or his or her authorized representative; that the ALRC render their decision within thirty (30) calendar days from receipt of the completed request, and that the owner have the right to appeal the decision of the ALRC to the Board of Directors within thirty (30) days of the ALRC's written decision. All procedures developed by the ALRC shall be approved by the Board of Directors prior to their implementation.

Section 5. Owner Obligation to Repair. If damage occurs to Association property, the Association irrigation system, utility lines, or another resident's property during the performance of any work approved by the ALRC; the repair of said damage will be the sole responsibility of the owner requesting the modification, deletion or addition.

ARTICLE VI FUNCTIONS OF THE ASSOCIATION

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services:

A. repairs and painting of the exterior of any and all Residences as and when deemed necessary by the Association; provided, however, that at least two (2) weeks' notice of such intention is given to the affected Owner.

B. except as performed by an Owner pursuant to Article V of this Declaration, maintenance and care for all landscaped areas within the Properties together with irrigation of same where provided by Declarant.

C. maintenance of any and all streets, roads, driveways, sidewalks and paths throughout the Properties which have not been dedicated to the public. In this regard it is further understood that a minimum of ten (10%) percent of the annual assessments levied by the Association for the maintenance, enhancement and operation of the common properties shall be set aside in a separate reserve account for the maintenance and repairs

of the streets, roads, driveways, sidewalks and paths throughout the properties and for maintenance and upkeep of any and all drainage facilities so that all of the properties shall be reasonably and properly drained of surface and sub-surface waters.

D. cleanup, maintenance and payment of property taxes with respect to the Common Properties.

E. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

F. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

G. conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events.

H. purchasing such general liability and hazard insurance covering improvements and activities on the Common Properties as may be required by an Institutional Lender and to the extent deemed necessary or desirable by the Association.

I. acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by the Declarant.

J. maintenance and upkeep of any and all drainage facilities so that all of the properties shall be reasonably and properly drained of surface and sub-surface waters.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

A. lighting of roads, sidewalks and walks and paths throughout the Properties.

B. fire protection and prevention.

C. garbage and trash collection and disposal.

D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.

E. protection and security, including, but not limited to the employment of security guards within the Properties and operation of a guardhouse.

F. maintenance of electronic and other security devices.

- G. installation, operation and maintenance of cable television facilities.
- H. upkeep and maintenance of common walls.

ARTICLE VII
OBLIGATIONS OF OWNERS

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to Residences and the Owners thereof:

A. Residences shall be used and occupied solely as residences by the Owners thereof, their families or approved tenants. No more than two persons per bedroom shall permanently reside in or occupy a Residence for more than thirty (30) days in a twelve (12) month period. No person under the age of eighteen (18) years shall be allowed to permanently reside alone in or occupy a Residence for more than thirty (30) day in any twelve (12) month period.

B. Each Owner shall maintain his Residence so as to prevent the development of any unclean, unsightly or unkempt conditions which shall, in the Association's opinion, tend to decrease the beauty of the neighborhood as a whole or the specific area.

C. No noxious or offensive activity shall be conducted or maintained upon any Residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existences are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties by the Owners thereof.

D. No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds or reptiles, shall be kept, raised or maintained upon any Residence; provided, however, that dogs, cats and other household pets not exceeding twenty-five (25) pounds in weight may be kept in numbers established by the Association if their presence causes no disturbance to others. Each Owner shall remove any waste matter eliminated by his pet anywhere in the Properties and shall keep his pet on a leash while said pet shall be on any portion of the Properties other than the Residence of said Owner.

E. No commercial activity, trade or business shall be conducted or maintained upon any Residence.

F. No clothes lines or clothes poles shall be visible from any street.

G. No fuel tanks or similar storage receptacles may be exposed to view without the prior written consent of the Association.

H. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Residence except in closed containers dumpsters or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view, kept in a clean and sanitary condition, placed in areas approved by the Association and subject to size restrictions determined by the Association; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to constitute a nuisance.

I. The parking and/or storage on any portion of the Properties other than areas designated by the Association of trucks, vans, campers, boats, trailers, mobile homes, buses, storage vehicles or industrial vehicles are prohibited without the prior written consent of the Association. No vehicle without a valid license plate shall be permitted upon the Properties. Vehicles which are missing one or more wheels, or which are not in operating condition shall not remain upon any portion of the Properties for more than two (2) consecutive days.

J. No immoral, improper, offensive or unlawful use shall be made of or conducted upon any Residence; all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by all Owners.

K. No Residence shall be subdivided or its boundary lines changed without the prior written consent of the Declarant. The provisions of this paragraph shall not apply to the Declarant.

L. The Association shall have the sole authority to determine the existence or non-existence of a nuisance under this Article, and the determination by the Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Association, detracts from or interferes with the use and enjoyment intended to be preserved by this Declaration for all Owners.

M. No refuse, garbage or other waste material of any kind shall be disposed of in or on the Common Properties.

N. Owners shall not alter the existing physical condition of Residences (including without limitation games and play structures, mailboxes, fences and walls) without the prior written approval of the Association, and in no event shall openings be made in the demising walls between Residences nor temporary dwelling structures or wall air conditioning units be allowed.

O. No trees of four (4) inches in diameter at four (4) inches above natural grade shall be cut or removed without approval of Association.

P. No lighting shall be permitted which alters the residential character of the Village.

Q. All irrigation shall be by means of the Association's irrigation system, including feeder lines and pumps and components thereof forming part of the Common

Properties provided for the service of the Village. No individual water supply, well or irrigation system shall be permitted on any Residence.

R. All potable water supply shall be supplied by means of the central water supply system provided for service to the Common Properties and Residences. No individual potable water supply or well for potable water shall be permitted within the Common Properties and Residences.

S. Each Owner shall, at all times, keep the improvements now or hereafter situate upon his lot insured against loss by fire and other hazards, casualties and contingencies for the full insurable value of such improvements in companies acceptable to the Association. Proof of such insurance shall be furnished to the Association on or before the date of acquiring said improved lot and on or before the anniversary date of such acquisition for each succeeding year.

ARTICLE VIII EASEMENTS

Section 1. Plats. The Properties are hereby made subject to any and all easements shown on any recorded plat of the Properties. Owners shall not place or maintain any structure, planting or other material which would interfere with any of said easements.

Section 2. Utilities. The Properties shall be subject to such easements for utilities and other matters including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration. To the extent that the creation of any such easements requires the joinder of Owners, the Declarant or the Association by their duly authorized officers may, as the agent or the attorney in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Residences, irrevocably nominate, constitute and appoint the Declarant and the Association, through their duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

Section 3. External Maintenance. All Residences are hereby made subject to an easement and right in favor of the Association to enter upon said Residences for the purpose of providing the services required in accordance with Article VI of this Declaration. Additionally, all Residences shall be subject to an easement in favor of the Association through which a master irrigation system owned and operated by the Association may be located; provided, however, no exercise of any such easement shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this section shall survive any termination of this Declaration.

Section 4. Lot Line Encroachments and Common Walls. Certain dwellings constructed on the Properties may be situated so that a common wall divides the improvements situated on adjacent Residences. The aforementioned common wall is a "Party Wall" and the parties have a right to use it jointly in accordance with the general principles governing the ownership and use of party walls subject, however, to the provisions hereof. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners who make use of the wall in proportion to such use. If the party wall is destroyed or damaged by fire or other casualty, or if the same shall suffer damage, waste or deterioration, any Owner who has use of the party wall may restore or repair it and the other Owner shall contribute to the cost of such restoration in proportion to such use without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. All exterior repairs, replacements and restorations shall be made in a manner to insure uniform appearance of the improvements and in conformity with the original design concept. Notwithstanding any other provision hereof, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner shall be appurtenant to the land (Residence) and shall pass to such owner's successor in title. In the event the Owner of any Residence shall be indebted to another Owner for the cost of repairs and maintenance as provided herein, then the other Owner shall have a lien against the delinquent Owner's Residence for the amount of such repairs and maintenance provided that such liens shall be subject and subordinate to the lien of any first mortgage and Association assessments encumbering said parcel and shall not be effective as against any bona fide purchaser of said parcel until notice of such lien is recorded in the public records of St. Johns County, Florida.

Each Owner, by acceptance of his deed, grants to each adjacent Owner the right and easement for the purpose aforesaid and to use any exterior wall of his Residence which forms a party wall between them, whether or not located solely on his Residence, for support of the adjacent Owner's hanging plants, shelves and structures approved by the Association, including but not limited to lanais, screen porches and the like so long as the same will not structurally injure the supporting wall. Maintenance of any structure affixed to an adjacent Owner's exterior wall shall be the sole responsibility of the Owner affixing the item. Such Owner shall be responsible for any damage to the adjacent Owner's Residence occasioned by the affixment.

In all cases, said adjoining Residence shall be subject to an easement and right of ingress and egress in favor of the Owner of the Residence upon which said dwelling is located which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Certain dwellings constructed on the Properties may be situate so that a portion of the roof of any such dwelling may overhang an adjoining Residence by not more than any distance allowed by the St. Johns County Code of Ordinances. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Residence upon which any such dwelling is situate which easement and right shall be for the purposes of (a) permitting the

existence of said roof overhang and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

ARTICLE IX
APPROVAL OF LEASES

Residences shall not be leased without the prior written approval of the Association or its designated Lease Review Board. The Association or said Board shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than four (4) months and the proposed lessees shall consist of not more than two (2) persons per bedroom as originally designed in the Residence to be leased. Notwithstanding the lease of his Residence, the liability of the Owner thereof under this Declaration shall continue. The Association or said Board must either approve or disapprove a lease within five (5) business days after its receipt of a request for such approval, which request shall be accompanied by such information as the Association or Board may reasonably require. If approved, a certificate of approval in non-recordable form shall be executed by the Association or Board at the expense of the lessee. If the Association or Board fails to respond within the foregoing five (5) business day period, its failure to give such notice shall be the equivalent of its consent. Notwithstanding anything herein to the contrary, any Institutional Lender that becomes the Owner of a Residence through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to lease said Residence without prior approval of the Association or Board, except that the Association or Board shall be advised in writing of the effective date and term of the lease, and shall also be provided with the name(s) of the lessee. Notwithstanding anything herein or any rule or regulation of the Association or Board to the contrary, the Declarant as well as any person approved in writing by the Declarant shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Residences owned by the Declarant or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association or Board being required. The provisions of this paragraph may not be amended without consent of the Declarant.

ARTICLE X
RIGHTS OF DECLARANT

Notwithstanding anything herein to the contrary, Declarant shall, so long as it owns any portion of the Properties, have the right to do as follows:

A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portions of the Properties owned by it. Only for purposes of this paragraph, the meaning of "Properties" shall also include the meaning of same as defined in the Master Declaration.

B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by it.

C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by it.

D. Subject to the provisions of Article III, Section 4, Declarant shall appoint or select directors to the membership of the Board of Directors for the Association in proportion to the number of lots of land (lots) which Declarant owns of the total number of plots of land (95 lots). Declarant shall so long as it owns at least one lot or portion of the properties will be entitled to select at least one member of the Board of Directors for the Association.

ARTICLE XI ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successor or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the rules and regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including a reasonable attorney's fee at the trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

ARTICLE XII GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended [f]or successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal

period, three-fourths (3/4) of the votes cast at a duly held meeting of members of the Association and two-thirds (2/3) of the Institutional Lenders which are the owners and holders of mortgages encumbering two-thirds (2/3) of the residences which are subject to mortgage liens, are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official real estate Records of St. Johns County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended only as follows:

A. The Declarant may amend this Declaration without the consent of the members at any time that it shall be in control of the Association.

B. Thereafter, this Declaration may be amended provided that a majority of the votes cast by the members present, either in person or by proxy, at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders.

D. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for St. Johns County, Florida.

Section 3. Quorum/Adjournment. A majority of the members of the Association shall constitute a quorum for the transaction of business at any annual or special meeting. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting. The adjourned meeting may be reconvened without additional notice to the members provided that

prior to the adjournment an announcement is made and recorded in the minutes of the Association as to the date, time and place of the meeting. At any such reconvened meeting at which a quorum is present, the Association may transact any business which might have been transacted at the meeting originally called.

Section 4. Notices. Any notice required to be sent to any member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of St. Johns County, Florida. Notice to one of two or more co-Owners of a Residence shall constitute notice to all co-Owners of a Residence. It shall be the obligation of every member to immediately notify the Secretary of one Association in writing of any change of address. Any person who becomes an Owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or of the tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provision of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for St. Johns County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court for St. Johns County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties, shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

Section 9. Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 10. Context. Whether the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 11. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

Section 12. [Deleted]

Section 13. Miscellaneous. The Association shall make available to each Owner and Institutional Lender, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the By-Laws, other rules concerning the Properties and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of any first mortgage and the Residence address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which affects a material portion of the Properties or any Residence on which there is a first mortgage held, insured, or guaranteed by such holder, insurer or guarantor, as applicable.

(2) Any delinquency in the payment of assessments or charges owed by the Owner of a Residence subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of mortgage holders.

While the Developer controls the Association, any action which may affect the basic organization of the Association or the common properties (i.e. merger, consolidation, or dissolution of the Association); dedication, conveyance, or mortgage of the common properties; annexation of additional properties; or amendment of previously approved documents must be approved by the Veterans Administration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 10th day of March, 2018.

Signed, sealed and delivered

Village of Solano, Inc., a Florida not for corporation

in the presence of:

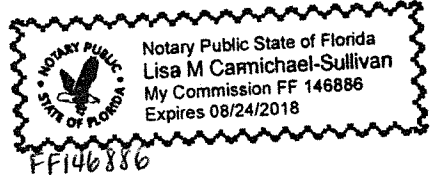
Terence K. B...
Print Name: Terence K. B...

By: Jeffrey Young
Print Name: Jeffrey Young
Its: President

Print Name: R. S. ...

State of Florida
County of Duval

The foregoing Revived Amended and Restated Declaration was acknowledged before me this 10th day of March, 2018, by Jeffrey W. Young, President of Village of Solano, Inc., a Florida not for profit corporation, on behalf of the corporation.



Lisa M Carmichael-Sullivan
Notary Public, State of Florida at Large

My commission expires 08.24.2018

EXHIBIT "A"

O.R. 725 PG 0255

A PART OF GOVERNMENT LOT 12, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, SHOWN AS THE NORTHEAST CORNER OF INNLET BEACH UNIT EIGHT AS RECORDED IN MAP BOOK 13, PAGES 111, 112 AND 113 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $89^{\circ} 04' 18''$ WEST, ALONG THE SOUTH LINE OF SAID SECTION 21 AND THE NORTH LINE OF AFOREMENTIONED INNLET BEACH UNIT EIGHT A DISTANCE OF 500.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ} 04' 18''$ WEST, ALONG AND WITH THE NORTH LINE OF AFORESAID INNLET BEACH, A DISTANCE OF 827.23 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 12; THENCE NORTH $01^{\circ} 12' 00''$ WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 12, A DISTANCE OF 685.35 FEET TO A POINT WHICH LIES 575.26 FEET SOUTHERLY OF THE INTERSECTION OF SAID WEST LINE OF GOVERNMENT LOT 12 WITH THE SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD, (COUNTY ROAD NO. C-210-A), AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY; THENCE NORTH $88^{\circ} 37' 15''$ EAST, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF SOLANO ROAD, A DISTANCE OF 827.22 FEET; THENCE SOUTH $01^{\circ} 12' 00''$ EAST, PARALLEL WITH SAID WEST LINE OF GOVERNMENT LOT 12, DISTANCE OF 691.86 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Exhibit B

Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750010	101 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 1, VILLAGES OF SOLANO, ACCORDING TO MAP THEREOF IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY	BAKER JOHN F JR
0525750020	103 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 2, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS, FLORIDA.	PERRIDO INNA
0525750030	105 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 3, OF VILLAGES OF SOLANO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGES 59 THROUGH 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	CASIPLE JILL
0525750040	107 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 4, VILLAGES OF SOLANO, AS PER PLAT THEREOF, RECORDED IN PLAT MAP BOOK 19, PAGES 59 THROUGH 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	HILEAP MASHA
0525750050	109 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 5, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 through 60, in the Public Records of St. Johns County, Florida.	CHARLTON IAN M
0525750610	110 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 61, Villages of Solano, according to the map or plat thereof, as recorded in Plat Book 19, Page(s) 59 through 60, of the Public Records of St. Johns County, Florida.	TESSMER BRAD WAYNE
0525750060	111 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 6, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19 pages 59 and 60 of the Public Records of St. Johns County, Florida.	THOMAS A. GREENE, TRUSTEE OF THE THOMAS A. GREENE REVOCABLE TRUST DATED SEPTEMBER 26, 2012, AND TONI M. GREENE TRUSTEE OF THE TONI M. GREENE REVOCABLE TRUST DATED SEPTEMBER 26, 2012
0525750620	112 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 62, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	KEYS MARGUERITE ROSE
0525750070	113 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 7, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 through 60, in the Public Records of St. Johns County, Florida.	CHALFANT EDWARD C, MARYDEE W
0525750630	114 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 63, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19, Pages 59 and 60, of the public records of St. Johns County, Florida.	PICINICH-BYRD LAURIE (DECD)
0525750080	115 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 8, VILLAGES OF SOLANO, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, including memberships and/or ownerships of non-municipal water and/or sewer systems, if any.	HANNA JOHN W, MARY CONSTANCE
0525750640	116 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 64, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	PEARCE CHRISTINE W
0525750090	117 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 9, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	CARAWAY JOHN E
0525750650	118 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 65, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	MASSEY AARON
0525750100	119 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 10, VILLAGES OF SOLANO, according to the plat thereof recorded in Map Book 19, Page 59 and 60, of the current public records of St. Johns County, Florida.	BENNETT CHERYL A

Exhibit B

Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750660	120 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 66, VILLAGE OF SOLANO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	FLOWERS OLGA AND GRANO DONNA
0525750110	121 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 11, VILLAGES OF SOLANO, according to map thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	PETRALA DIANE ROLLES, PETRALA DIANE ROLLES LIVING TRUST
0525750670	122 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 67, VILLAGES OF SOLANO, according to map thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	CARUSO PHILLIP AND CARUSO PEGGY ANN
0525750120	123 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 12, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	MARIATO ROD L, ELIZABETH M
0525750680	124 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 68, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	BUCKLEY WILLIAM, DONNA
0525750130	125 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 13, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	BEAUDIN RACHEL
0525750690	126 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 69, Villages of Solano, according to the plat thereof recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	MELEADY KIM L, PATRICK G
0525750140	127 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 14, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 19, PAGES 59 AND 60, CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.	JONES J JONES SR, ELIZABETH A TRUSTEES JONES LIVING TRUST D-7-18-11
0525750700	128 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 70, Villages of Solano, according to the plat thereof as recorded in Map Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	128 LAPASADA CIRCLE NORTH LLC
0525750150	129 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT FIFTEEN (15), VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	COWAN ANNE B
0525750710	130 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 71, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, Pages 59 and 60 of the public records of St. Johns County, Florida.	FORBESS THOMAS E, TRUSTEE OF THE FORBESS THOMAS E TRUST AND WANDA W. FORBESS, TRUSTREE OF THE WANDA W. FORBESS REVOCABLE TRUST OF NOVEMBER 3, 1998
0525750160	131 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 16, VILLAGES OF SOLANO, according to the map thereof as recorded in Map Book 19, pages 59 and 60, of the Public Records of St. Johns County, Florida.	SABANGAN MARIA
0525750720	132 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 72 VILLAGES OF SOLANO, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	GALLAGHER KIMBERLY ETAL, GALLETTI SURVIVORS TRUST
0525750170	133 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 17, Villages of Solano, a subdivision according to the plat thereof as recorded in Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	HAGE JULIE
0525750730	134 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 73, VILLAGES OF SOLANO, according to the plat thereof recorded in Map Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	GORDON PAMELA T
0525750180	135 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 18, VILLAGES OF SOLANO, according to the Plat thereof, recorded in Map Book 19, Pages 59 and 60 of the Public Records of St. Johns County, Florida.	ROTELLA THOMAS S, JEAN F

Exhibit B

Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750740	136 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 74, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	AMATO JUSTO S. AND ANNABEL H., CO-TRUSTEES OF AMATO JUSTO S LIVING TRUST DATED Nov. 3, 1995
0525750190	137 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 19, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	BRYAN PATRICK S,JOAN C
0525750730	138 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 75, VILLAGES OF SOLANO, according to map or plat thereof as recorded in Map Book 19, Pages 59 and 60, of the Public Records of St. Johns County, Florida.	BURDEN WILLIAM E
0525750200	139 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 20, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	YOUNG MARY ANNE,JEFFREY W
0525750760	140 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 76 of VILLAGES OF SOLANO, according to the Plat thereof as recorded in Plat Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	HERNANDEZ SARAH JOHANNA AND ASHLEY ANNIE
0525750210	141 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 21, VILLAGES OF SOLANO, according to plat thereof recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida. Lot Seventy Seven (77), VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	141 LA PASADA LLC
0525750770	142 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 22, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	REID FRANKLIN E, MARIANN
0525750220	143 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 78 of VILLAGES OF SOLANO, according to the map or plat thereof, as recorded in Plat Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	MC CAIN STEPHEN A,CYNTHIA D
0525750780	144 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 23, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	PRESCOTT WILLIAM R AND DODSON-PRESCOTT KIMBERLEE
0525750230	145 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 79, VILLAGES OF SOLANO, according to the plat thereof recorded in Plat Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	COLLINS TAMMY SUE
0525750790	146 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 24, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	EDDY BARBARA A
0525750240	147 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 25, VILLAGES OF SOLANO, according to the Plat thereof, recorded in Plat Book 19, Page(s) 59 of the Public Records of St. Johns County, Florida.	LEAKE CLAUDETTE H
0525750250	149 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 26, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	COURTNEY ADAM JOHN; SERVICE PATRICIA A.; COURTNEY CATHERINE FRANCES; AND COURTNEY MARK JAMES
0525750260	151 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 27, of VILLAGES OF SOLANO, according to the Plat thereof, as recorded in Plat Book 19, at Pages 59 and 60, of the Public Records of St. Johns County, Florida.	ALLEGRO LESLIE A
0525750270	153 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 28 & 3&56th OF COMMON AREA, VILLAGES OF SOLANO, ACCORDING TO MAP THEREOF IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.	PELLA AMBAR
0525750280	155 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 30, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	TANNER MARY ELLEN COATS ,COATS GUS S *** (LE)
0525750300	159 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082		JENKINS NANCY S

Exhibit B

Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750310	161 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 31, VILLAGES OF SOLANO, according to plat recorded in Map Book 19, Pages 59 and 60 of the Public Records of St. Johns County, Florida. Commence at the Southeast Corner of Tract 24, Trestle Bay, Unit One, as in Map Book 12, Page 41, Records of St. Johns County, Florida, thence run N83(degrees) 06' 25" E, along the North Right of Way of State Road No. 214, 408.13 feet to the point of Beginning; thence continue to run N83(degrees) 06' 25" E, along said Right of Way 115.21 feet; thence to run N 00(degrees) 37' 22"W, 380.35 feet; thence run S 83(degrees) 06' 25" W, 434 feet to the East Right of Way of 60 foot wide County Road; thence run S 00(degrees) 37' 22"E, along said County Road, 100.97 feet; thence run N83(degrees) 06' 25"E, 345.63 feet; thence run S 00(degrees) 37' 22" E, 380.35 feet to the Point of Beginning.	OWEN(3) WOLFSON MARILYN AND ALBERT L AS TRUSTEES OF THE WOLFSON LIVING TRUST UNDER AGREEMENT DATED MAY 27, 2010
0525750800	162 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 32, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	DOOLEY CHRISTOPHER J, PEGGY V
0525750320	163 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 81, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19, page 59 and 60 of the public records of St. Johns County, Florida.	ASHLINE JAMES WAYNE, KELLY ELIEN
0525750810	164 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 33, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, Pages 59 and 60 of the public records of St. Johns County, Florida.	RICHARDSON LAJEUNE T
0525750330	165 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 82, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	EARLY TAMARA Y
0525750820	166 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 34, VILLAGES OF SOLANO, according to the plat thereof recorded in Map Book 19, Pages 59 and 60, of the public records of St. Johns County, Florida.	BATEY CHRISTINE A
0525750340	167 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot Eighty-Three (83), VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the current public records of St. Johns County, Florida.	HERRANDEZ WILLIAM RILEY JR
0525750830	168 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT THIRTY-FIVE (35), VILLAGES OF SOLANO, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	HORNE KAROL D
0525750350	169 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 84, Villages of Solano, a subdivision according to the plat thereof recorded at Plat Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	WELCH PAMELA S
0525750840	170 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 36, VILLAGES OF SOLANO, according to the plat thereof recorded in Map Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	CROUCH CINDY AND HERMIT ASHLEY
0525750360	171 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 85, VILLAGES OF SOLANO, according to the plat thereof as recorded in Plat Book 19, pages 59 and 60, of the public records of St. Johns County, Florida.	RUBENCHIK YAKOV AND ANNA, FELDMAN NATALYA
0525750850	172 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 37 & 2x 83.69N OF COMMON AREA, VILLAGES OF SOLANO, ACCORDING TO MAP THEREOF IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY.	MARTINEZ ANTONIO A, SUSANNA M
0525750370	173 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 86, VILLAGES OF SOLANO, according to the plat thereof recorded in Plat Book 19, Pages 59 and 60 of the public records of St. Johns County, Florida.	LARSEN BORGE
0525750860	174 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082		MAROTTA ROBERT

Exhibit B

Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750380	175 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 38, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St Johns County, Florida.	SPIES ARDEN PETTING
0525750870	176 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 87, Villages of Solano, according to the map or plat thereof, as recorded in Map Book 19, Page 59 and 60, of the Public Records of St. Johns County, Florida.	STIDPOLE EUGENE STEPHEN BARBARA PROKOP
0525750390	177 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 39, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, Pages 59 and 60 of the public records of St. Johns County, Florida.	WAGENER JOHN H DONNA L
0525750400	179 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 40, Villages of Solano, according to plat thereof recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	LAVIN ROBIN AND UNDERWOOD JANET
0525750410	181 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 41, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	DOLBEAR JOAN L
0525750420	183 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 42, Villages of Solano, according to the map or plat thereof, as recorded in Map Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	FELDMAN MICHAEL
0525750430	185 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	LOT FORTY-THREE (43), VILLAGES OF SOLANO, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	ALEXANDER MERRY JANE
0525750440	187 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 44, Villages of Solano, according to the map or plat thereof, as recorded in Plat Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	NEUGENT ALLEN, JOHNNA
0525750450	189 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 45, VILLAGES OF SOLANO, according to plat thereof recorded in MapBook 19, pages 59 & 60, of the public records of St. Johns County, Florida.	INABINET BARBARA W
0525750460	191 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 46, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	KURINSKY PHILIP J and KURINSKI ELLEN H
0525750470	193 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	LOT 47, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	JONES KENNETH ELIZABETH NICOLE
0525750480	195 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 48, VILLAGES OF SOLANO, according to the plat thereof as recorded in Map Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	ROGERS RAYMOND, ROGERS RAYMOND L REV TRUST ETAL
0525750880	196 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 88, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	SHELL ALICIA WEEKS AS TRUSTEE OF THE SCHELL ALICIA WEEKS REV TRUST DATED AUGUST 27, 2015
0525750490	197 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 49, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19 pages 59 and 60 of the Public Records of St. Johns County, Florida.	SMITH E JACKSON, TRUSTEE OF THE E. JACKSON SMITH AND JOANNE R SMITH TRUST DATED March 25, 2003
0525750890	198 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 89, Villages of Solano, a subdivision according to the plat thereof recorded at Plat Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	WIMBUSH LEONARD W BARBARA R
0525750500	199 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 50, Villages of Solano, a subdivision according to the plat thereof recorded at Map Book 19, Pages 59 and 60, in the Public Records of St. Johns County, Florida.	YOSHIZAWA CRISTINA AND PISTOLESI KLAUGIO
0525750990	200 LA PASADA CIR	PONTE VEDRA BEACH, FL, 32082	Lot 90 of VILLAGES OF SOLANO, according to the Plat thereof as recorded in Plat Book 19, Page(s) 59 and 60, of the Public Records of St. Johns County, Florida.	LANGE PATRICIA M

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Parcel ID	Property Address	City/State/Zip	Legal Description	Owner(s)
0525750510	201 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 51, Villages of Solano, according to the plat thereof, recorded in Map Book 19, Pages 59 and 60, of the Public Records of Saint Johns County, Florida.	PISTOLESI CLAUDIO AND YOSHIZAWA CRISTINA
0525750910	202 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 91, Villages of Solano, according to the plat thereof, as recorded in Map Book 19, Pages 59 and 60, of the Public Records of St. Johns County, Florida.	LANGE JAMES C JOAN T LIVING TRUST D:10-25-2010
0525750520	203 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 52, VILLAGES OF SOLANO, according to plat thereof as recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	HARRIS MALINDA M
0525750530	205 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 53, Villages of Solano, according to the map or plat thereof, as recorded in Map Book 19, Page 59 and 60, of the Public Records of St. Johns County, Florida.	FELDMAN SAMUEL ET AL
0525750540	207 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 54, VILLAGES OF SOLANO, according to the plat thereof recorded in Map Book 19, pages 59 and 60 of the public records of St. Johns County, Florida.	BROWN DONALD ODELL MARY ANN
0525750550	209 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 55 of VILLAGES OF SOLANO, according to the Plat thereof as recorded in Map Book 19, Page(s) 59 and 60, of the Public Records of ST. JOHNS County, Florida.	DENNIS JOSEPH J ETUX
0525750560	211 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	LOT 56, VILLAGES OF SOLANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 19, PAGE(S) 59 AND 60, OF THE PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA.	COURTNEY MARK CATHERINE
0525750570	213 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	All that certain lot of land situate, lying and being Lot 57, Villages of Solano, as recorded in map book 19, pages 59 and 60 of the Public Records of St. Johns County, Florida, the street address of which is 213 La Pasada Circle East, Ponte Vedra Beach, Florida 32082.	LAGES JUDITH L
0525750580	215 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 58, VILLAGES OF SOLANO, according to plat thereof recorded in Map Book 19, Pages 59 and 60, of the public records of St. Johns County, Florida.	WARD TINA M
0525750590	217 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 59, VILLAGES OF SOLANO, according to the map or plat thereof as recorded in Plat Book 19, Pages 59 through 69, public records of ST. JOHNS COUNTY, FLORIDA.	GOODE BRYAN C III SANDRA M
0525750600	219 LA PASADA CIR	PONTE VEDRA BEACH, FL 32082	Lot 60 & 2x23 FT of Common Area lying SW of Lot, Villages of Solano, according to map thereof recorded in Map Book 19, Pages 59 and 60, of the public records of St. Johns County, Florida.	BROWN ALAN J DONNA M

Exhibit C

BY-LAWS
- OF -
VILLAGE OF SOLANO, INC.

ARTICLE I
GENERAL

Section 1. Name. The name of the corporation shall be VILLAGE OF SOLANO, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be _____, Jacksonville, Florida 322 _____, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for VILLAGE OF SOLANO, INC. which is or shall be recorded in the Public records of St. Johns County, Florida ("Declaration"), and the words "Properties," "Residence," "Common Properties," "Owner," and "Declarant" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Residence.

ARTICLE II
DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Directors shall be not less than three (3) and no more than seven (7), and in no event an even number of persons. Until succeeded by Directors elected by members other than the Declarant ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Declarant, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for staggered terms of three years or until his successor shall be elected and shall qualify. The first election by Members shall be for one director for a term of one year, one director for a term of two years, and one director for a term of three years. The first Board of Directors shall have three (3) Members.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Section 3. Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members. A special meeting of the Members of the Association to remove a Member or Members of the Board of Directors may be called by holders of ten percent (10%) of the total votes of the Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any Assessment levied against him by the Board of Directors, whether regular or special Assessment, within

Exhibit C

thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect annual and individual assessments, except that the Board of Directors may not cause the Association to contribute more than ten percent of its receipts from annual assessments to a reserve for (a) major rehabilitation or major repairs, and (b) emergency repairs required as a result of storm, fire, natural disaster or other casualty loss without the approval of seventy-five percent of the members of the Association.

B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Lots when necessary, with as little inconvenience to the Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and the residence improvements (buildings) against loss from fire and/or other casualty and to purchase such other insurance as the Board of Directors may deem advisable. Owners shall obtain their own contents coverage and liability coverage as to activities within or upon their residence.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties.

H. To make reasonable rules and regulations applicable to all members.

I. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

J. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

K. To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

Exhibit C

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence, which account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

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ARTICLE III OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Treasurer, Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

Exhibit C

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents of which a seal is required and the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the terms of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV MEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of the Members following the Developer's transfer of Association control to the

Exhibit C

Members shall be held in the first March which is more than twelve (12) months subsequent to the closing of the conveyance of the first Residence by Developer to an individual purchaser.

B. Regular annual meetings subsequent to the first meeting shall be held during the month of every March.

C. At the annual meetings, the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed by certified mail to each Member or that person voting on his behalf, including a tenant of same or a Sub-Association, entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

Section 3. Voting. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least seven (7) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven (7) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Persons entitled to vote holding a majority of the total votes, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the persons entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Exhibit C

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. Members who are delinquent in the payment of Assessments shall not be entitled to vote nor shall any person on said Member's behalf be entitled to vote at any meeting of the Association, annual or special, for so long as any such assessments remain delinquent.

B. All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member or person authorized to vote on his behalf.

Section 8. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

ARTICLE V NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail,

Exhibit C

by depositing the same in a post office or letter box in a post-paid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members' annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 7932 Southside Boulevard #2103, Jacksonville, Florida 32216, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VI FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. However, such amount shall not be less than the sum of three (3) months assessments on all residences plus the Association's reserve funds. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VII CONVEYANCE TO ASSOCIATION

The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE VIII ASSESSMENTS, WORKING CAPITAL AND RESERVES FOR REPLACEMENT

Assessments shall be levied and collected in accordance with the provisions of the Declaration. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses. A working capital fund shall be established for the initial months of the project's operation equal to at least two (2) months' assessments for each unit. Each

Exhibit C

unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in an account for the use and benefit of the Association.

ARTICLE IX
AMENDMENT

A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these By-Laws.

ARTICLE X
DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein.

ARTICLE XI
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of VILLAGE OF SOLANO, INC., at the first meeting of its Board of Directors.

SECRETARY

APPROVED:

PRESIDENT

NA0121

FILED
APR 14 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
-of-
VILLAGE OF SOLANO, INC.
A Not for Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I
NAME

The name of this corporation shall be VILLAGE OF SOLANO, INC., ("Association").

ARTICLE II
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for VILLAGE OF SOLANO, which is or shall be recorded in the Public Records of St. Johns County, Florida, ("Declaration"), the words "Properties," "Residence," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Residence.

ARTICLE III
PURPOSE

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Properties which is defined in and subject to the Declaration.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration these Articles of Incorporation and the By-Laws.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office 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.

E. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

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II. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV
EXISTENCE

This Association shall have perpetual existence.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner including Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence which is subject to this Declaration and any such membership shall terminate simultaneously with any termination of such ownership.

B. Voting. Each member shall be entitled to cast one vote for each residence owned by said member. When any property entitling the Owners to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property.

C. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of St. Johns County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

ARTICLE VI
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

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Exhibit D

<u>Name</u>	<u>Address</u>
BURTON L. SHRYOCK	5525 MacArthur Blvd., Suite 520 Irving, Texas 75038
JUDITH M. SHRYOCK	5525 MacArthur Blvd., Suite 520 Irving, Texas 75038
JERRY WHITTLE	1251 Shryock Road Jacksonville, Fl. 32225

ARTICLE VII
DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"), but always an odd number of persons. The first Board of Directors shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with By-Laws of the Association.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of three (3) years with staggered terms so that at least one-third of the directors shall be elected each year. In the event of a vacancy, the remaining Directors may appoint a Director serve the balance of said unexpired term. The Directors named herein shall serve until such time as the Declarant loses control of the Association pursuant to the Declaration or voluntarily relinquishes control. The Declarant may, at its sole option, permit the election of one or more directors by the members of the Association without waiving its rights hereunder to select the remaining directors.

ARTICLE VIII
FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
BURTON L. SHRYOCK	5525 MacArthur Blvd., Suite 520 Irving, Texas 75038
JUDITH M. SHRYOCK	5525 MacArthur Blvd., Suite 520 Irving, Texas 75038
JERRY WHITTLE	1251 Monument Road Jacksonville, Fl. 32225

ARTICLE IX
REGISTERED AGENT

The Registered Agent shall be Dale A. Beardsley, Esquire whose address is 707 Peninsula Place, Jacksonville, Florida 32204

ARTICLE X
OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial

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Exhibit D

officer of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
HURTON L. SHRYOCK	President/Treasurer
JUDITH H. SHRYOCK	Vice President/Secretary

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need be a Director.

ARTICLE XI
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's prior written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII
AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposal shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XIII
INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may be involved by reason of his being or having been a Director or officer of the Association, 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 duties; provided, that all settlements must be approved by the Board of Directors as being in the

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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 XIV
CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XV
ADDRESS

The principal address of the Association shall be 3451 Monument Road, Jacksonville, Florida 32225, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Daytona, Wayne County, Florida, this 12 day of December, 1986.

Signed, sealed and delivered in the presence of:

[Signatures]
BURTON L. SHRYOCK
MADITH M. SHRYOCK
JERRY WHITTLE

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing Articles of Incorporation were acknowledged before me this 12 day of December, 1986, by BURTON L. SHRYOCK.

NOTARY PUBLIC
State of Florida

My Commission Expires: 10/19/90

NOTARY SEAL
(NOTARY SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

The foregoing Articles of Incorporation were acknowledged before me, this 3 day of December, 1986, by JERRY WHITTLE.

[Signature]
NOTARY PUBLIC
State of Florida
My Commission Expires: 10/19/90

My Commission Expires October 19, 1990
Bonded thru Agent's Notary Brokerage

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STATE OF FLORIDA)
COUNTY OF) SS:

The foregoing Articles of Incorporation were acknowledged before me this ___ day of _____, 198__, by JUDITH M. SHRYOCK.

NOTARY PUBLIC
State of _____

my Commission Expires: . '7

VERONA E. ROYER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES _____

(NOTARY SEAL)

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

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

VILLAGE OF SOLANO, INC., a non-profit corporation, desiring to organize or qualify under the laws of the State of Florida, where its principal place of business at the City of Jacksonville, County of Duval, State of Florida, has named DALE A. BEARDSLEY, located at 707 Peninsular Place, Jacksonville, Florida 32204, as its agent to accept service of process within Florida.

Date: October 22, 1986

[Signature]
(Corporate Officer)
Title: Pres. & CEO, Inc. F-1

Having been named to accept service of process for the above-stated corporation, the place designated in this certificate, we hereby agree to act in this capacity, and we further agree to comply with the provisions of all statutes relative to the proper and complete performance of our duties.

Date: October 30, 1986

[Signature]
DALE A. BEARDSLEY

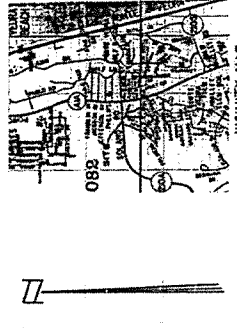
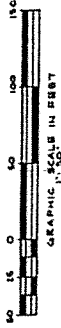
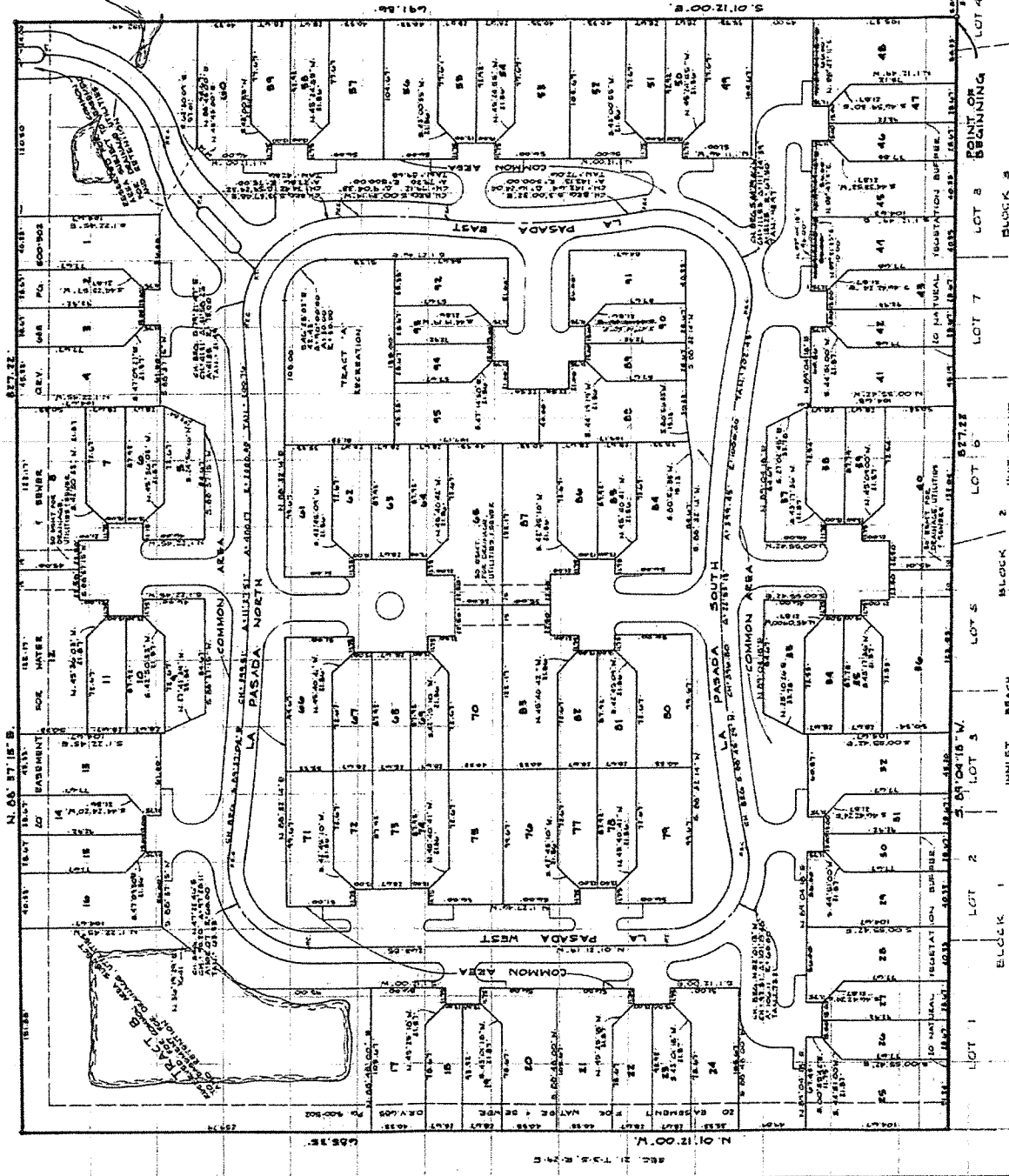
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EXHIBIT E

VILLAGES OF SOLANO
ST. JOHNS COUNTY, FLORIDA

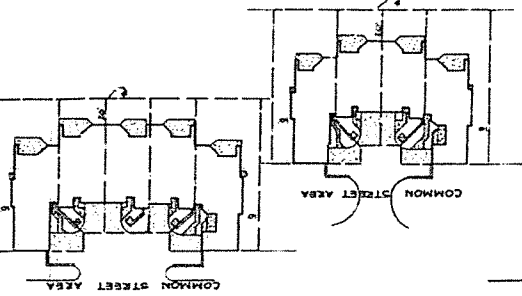
MAP BOOK 19 PAGE 60
SHEET 2 OF 2 SHEETS

GOVT. LOT 12, SEC. 21, T. 25 S., R. 24 E.



- NOTES:
- 1. 0 DENOTES PERMANENT REFERENCE MONUMENT
 - 2. 0 DENOTES PERMANENT CONTROL POINTS
 - 3. 1/4" DENOTES POINT OF REVERSE CURVE
 - 4. 1/4" DENOTES POINT OF CURVATURE
 - 5. 1/4" DENOTES POINT OF TANGENCY
 - 6. BEARINGS SHOWN HEREON MEASURED FROM AREA DRIVE

TYPICAL BUILDING LAYOUT



PREPARED BY
CHARLES BASSETT & ASSOCIATES, INC.
SURVEYORS ENGINEERS LAND PLANNERS
JACKSONVILLE
FLORIDA

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

June 8, 2018

Alexandra M. Amador
McCabe Law Group
111 Solana Road, Suite B
Ponte Verde Beach, Florida 32082

**Re: Village of Solano, Inc.; Approval;
Determination Number: 18091**

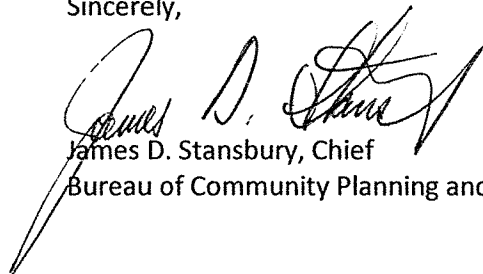
Dear Ms. Amador:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Village of Solano, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK

DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.