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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RILEY OAKS

BY

CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC,
a Texas limited liability company

DATED: FEBRUARY 17, 2016

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
RILEY OAKS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RILEY OAKS (the "Declaration") is made and executed this 17th day of February, 2016, by **Classic Neighborhood - FC Holdings, LLC**, a Texas limited liability company, which hereby declares that the Property, described in Article II of this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens and matters hereinafter set forth.

WITNESSETH:

WHEREAS, Classic Neighborhood - FC Holdings, LLC, a Texas limited liability company (the "Declarant"), is the fee simple owner of the real property situated in Duval County, Florida, described as:

See attached Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property is a proposed residential community known as *Riley Oaks*;

WHEREAS, Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property; and

WHEREAS, Declarant has incorporated a Florida not-for-profit corporation to which will be conveyed title to certain property, and to which will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments levied pursuant hereto.

NOW THEREFORE, the Declarant declares that the Property is and shall be owned, held, improved, transferred, conveyed, and occupied subject to this Declaration.

ARTICLE 1- DEFINITIONS

1.1 Definitions. The following words, when used in this Declaration (unless the context shall otherwise provide), shall have the following meanings:

(a) "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, as amended. A copy of the initial Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

(b) "Association" shall mean and refer to the Riley Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Association, as amended. A copy of the initial Bylaws are attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

(e) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property, and for any reserves which may be established from time to time by the Board.

(f) "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association, and any land or improvement located in or near the Property which is not intended to be owned by the Association but which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Board, and which property is included in the plat of Riley Oaks, to be recorded in the Duval County Public Records. Common Property may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Common Property:

(i) Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, the Association shall maintain, repair and replace to the extent determined by the Board the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permits issued by the Districts), irrigation lines and equipment, landscape materials and features, pond and fountain (if any), and other improvements from time to time located within the unpaved rights-of-way of roads adjacent to the Property;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property;

(iii) Drainage Improvements within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including, without limitation within all platted drainage easements, all in accordance with the Surface Water or Stormwater Management System. The foregoing to the contrary notwithstanding, each Owner of a Detached Dwelling shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the Surface Water or Stormwater Management System lying within that Owner's Lot, failing which the Association shall perform the required maintenance and levy an individual assessment to cover the costs thereof; and

(iv) Easements. The Association shall maintain, repair and replace any walls, signs, pavement, gates, fencing, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permits issued by the Districts), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall, landscape, and ingress and egress easements created in favor of the Association on any plat of the Property.

(g) "Common Streets and Roads" shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on any Plat and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, including, but not limited to, entryway gates and related improvements and facilities intended to control access to and from the Property, streets lights, traffic control signage and utility lines, the foregoing which may be conveyed to the Association as Common Property pursuant to this Declaration; but specifically not including any utility lines located within such rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property; and provided, further, that Common Streets and Roads shall not include any areas, improvements or facilities from and after the time that such areas, improvements or facilities are dedicated to the City or other appropriate governmental or quasi-governmental entity.

(h) "City" shall mean the City of Jacksonville, Florida.

(i) "Declarant" shall mean and refer to Classic Neighborhood - FC Holdings, LLC, a Texas limited liability company, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. Declarant may assign a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant (unless specifically set forth in writing in the instrument of assignment), but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(j) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riley Oaks, as amended or supplemented.

(k) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(l) "Dwelling" shall mean and refer to a single family residence and its ancillary improvements located on a Lot.

(m) "Gated Community Subdivision Infrastructure" shall mean and refer to the Common Streets and Roads and any related sidewalks and bike paths, and the Surface Water Management System.

(n) "Lot" shall mean and refer to each residential building site or lot created by any recorded plat of the Property, or which is designated by Declarant hereby or by any other recorded instrument to be subject to this Declaration, and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration, and including any Dwelling located thereon once constructed.

(o) "Member" shall mean and refer to Members of the Association as provided in Article III hereof.

(p) "Owner" shall mean and refer to the record fee simple owner, whether one or more persons or entities, of any Lot situated upon the Property. But, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

(q) "Permit" shall mean the Environmental Resource Permit issued by the District.

(r) "Property" shall mean and refer to that certain parcel(s) of real property more particularly identified on the attached Exhibit "A", and any additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(s) "Related Subdivision Infrastructure" shall mean and refer to the entrance and exit gates, and related facilities erected or installed to control access to and from the Property.

(t) "Surface Water Management System" means the overall system designed and constructed or implemented upon the Property, including but not limited to all drainage easements, ponds, and tracts shown on the Plat of the Property, to control discharges which are necessitated by rainfall events; incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code, and the Permit.

ARTICLE 2- PROPERTY SUBJECT TO DECLARATION; ADDITIONS THERETO

2.1 Property. The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Duval County, Florida, and is more particularly described on the attached Exhibit "A". All of such real property, and all additions thereto, is herein referred to collectively as the "Property."

2.2 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Property) without notice and without the consent of any person or entity other than the owner of the portion of the Property to be withdrawn or the District; provided, however, no such withdrawal may impair access to any Lot.

ARTICLE 3- ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Association and Board of Directors. The Association is a Florida not-for-profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either: (a) a Member of the Association, or

(b) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association. There shall be a minimum of three (3) directors on the Board of Directors.

3.2 Membership. Every person or entity (including Declarant) who is an Owner shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

3.3 Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all the Owners, with the exception of the Declarant as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 3.2. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot, except as to Class B.

(b) Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote, plus five (5) votes for each Lot owned by the Declarant. Declarant shall be entitled to cast such votes any time Class A Members shall be entitled to vote. Upon the execution of this Declaration, Declarant shall have one hundred twenty six (126) Class "B" votes representing six (6) votes for each of the twenty one (21) Lots in the Property owned by Declarant. In all, Declarant expects but shall not be required to develop and submit a total of twenty one (21) residential lots to this Declaration and to the jurisdiction of the Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a third party Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or
- (ii) Ten (10) years from the date of recording this Declaration; or
- (iii) At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership.

(d) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors no later than the point in time three (3) months after ninety percent (90%) of the Lots in all phases of Riley Oaks that will ultimately be operated by the Association have been conveyed to Members. Notwithstanding anything in the foregoing provisions of this Article III to the contrary, as long as the Gated Community Provisions of this Declaration are in effect, Transfer of Control of any Gated Community

Subdivision Infrastructure located within any portion of the Property depicted in any Plat may not occur sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Lots depicted in such Plat, and must occur no later than the point in time at which certificates of occupancy have been issued for ninety percent (90%) of the Lots depicted in such Plat. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Riley Oaks. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

3.4 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

3.5 General Matters. When reference is made herein, or in the Associations's Articles of Incorporation, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE 4- PROPERTY RIGHTS IN THE COMMON PROPERTY; OTHER EASEMENTS

4.1 Easements. The Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

- (a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and
- (b) Rights and easements to drain across the Surface Water Management System in accordance with the Permit and District rules; and
- (c) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along areas of the Common Property, but only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said utilities; and
- (d) Rights and easement to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or law.

4.2 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for drainage, access, operation, maintenance, and repair of the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in

a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permits and the Stormwater and Surface Water Management Easement Agreement, subject to any maintenance responsibilities assumed by any governmental authority. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

4.3 Easements for Private Streets. For so long as the streets are private, Declarant creates a perpetual, nonexclusive easement for access, ingress and egress over the private streets within the Common Property, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school business; for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment and personnel providing garbage collection service to the Properties. Such easement shall not authorize any such persons to enter the Property except while acting in their official capacities.

4.4 Berm and Swale Easements. A berm and drainage swale is located as depicted on the plat of Riley Oaks. Each Owner of the foregoing Lots shall be responsible for maintaining that portion of the berm and swale which is located upon their respective Lot. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the berm or swale is prohibited. No alteration of the berm or swale, whether caused by natural or human-induced phenomena shall be allowed, and shall be repaired by the Owner and returned to their former condition as soon as possible by the Owner of the Lot upon which any portion of the berm and swale is located. The Association hereby reserves unto itself an easement over all Lots containing any portion of the berm and swale and over the entirety of the berm and swale so that in the event an owner fails to properly maintain the berm or swale, or otherwise alters the berm or swale, the Association shall have the right, but not the obligation, to enter upon the Lot to return the berm or swale to its original condition and/or maintain the berm and swale.

4.5 Title to Common Property. Declarant shall convey to the Association or, if required by the City incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 9, dedicate to the City, for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Association. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds ($\frac{2}{3}$) of the Owners (excluding Declarant).

4.6 Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

(a) Subject to any rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of the Common Property.

(b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or completion of the Property and its development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

(c) Declarant's rights reserved in this Declaration.

(d) Matters shown on any recorded plat(s) of the Property.

4.7 Additional Easements over Common Property in favor of Declarant. Declarant hereby creates, reserves and declares to exist the following licenses, rights, privileges and easements over, under and through the Common Property subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Surface Water Management System, including any upland buffers: (a) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (b) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (c) the right to locate thereon wells, pumping stations and irrigation systems and lines, (d) easement of ingress and egress for purposes of development, construction and marketing, and (e) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the City until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property. Declarant also reserves a perpetual right and easement to irrigate the Common Property with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and assigns, but not in favor of any other Owner and shall remain in effect whether or not Declarant owns any Lots in or lands adjacent to the Property.

4.8 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but same shall not be construed to create any rights in the general public.

4.9 MSTU/MSBU. Declarant or the City may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by the City of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the City, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and © construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Association for subsequent assessment to the Owners and Lots.

4.10 Easement for Encroachments. There shall be perpetual, nonexclusive easements of encroachment, and for maintenance and use of any permitted encroachments among each Dwelling, and any adjacent Common Property, and among adjacent Dwellings, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered on a Dwelling or the Common Property. A permitted encroachment is a structure or fixture that extends unintentionally from one Owner's property onto another's a distance of not more than three (3) feet as measured from any point on the common boundary, along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Owner claiming the benefit of such easement.

4.11 Utility Easements. A perpetual, nonexclusive alienable and releasable easement is hereby specifically reserved to the Declarant, its successors and assigns, over, under and above a ten (10) foot strip along the rear line of each Lot, over, under and above a five (5) foot strip along the sides of each Lot and over, under and above the easements shown on the plat of Riley Oaks, for the construction, installation, and maintenance of drainage ditches and facilities, power, telephone, lighting, heating, gas, water, eclectic, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of the Declarant, its successor or assigns, where such structures, planting, trees or shrubbery interfere with the use of said easement for the purposes for which the same have been reserved. The easements and rights herein granted and reserved to declarant, its successors and assigns, shall not pass from Declarant, its successors or assigns, by any deed conveying any Lot but shall exist and continue in Declarant, its successors and assigns, only or in those persons or corporations to whom Declarant, its successors or assigns, shall have expressly conveyed said easements and rights. The declarant shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement areas for the purpose of carrying out or facilitating such construction, installation and maintenance.

ARTICLE 5- INSURANCE

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property, or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

ARTICLE 6- COVENANT FOR ASSESSMENTS

6.1 Lien and Personal Obligation Nonpayment.

(a) Declarant, for each Lot owned by it in the Property, and each Owner other than

Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (i) annual Property assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only start-up assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due. Assessments shall be paid in such manner and on such dates as the Board may establish.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as owner thereof.

The City of Jacksonville shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Jacksonville, including, without limitation, the pond partially located on Lots 16 through 20, all as depicted on the plat of Riley Oaks, and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired or replaced in accordance with the standards of the City of Jacksonville Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of

Jacksonville exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Jacksonville or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Jacksonville. If said costs are not paid within fifteen (15) days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Jacksonville's exercise of said right, shall not impose any obligation on the City of Jacksonville to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Jacksonville, including, without limitation, the pond partially located on Lots 16 through 20, all as depicted on the plat of Riley Oaks, and the improvements thereon.

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (i) Common Property; (ii) lands dedicated to the City or other governmental authority, any utility company or the public; and (iii) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to the terms of this Declaration. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

6.2 Purpose. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves as may be established by the Board from time to time for future Common Expenses, (g) procurement and maintenance of insurance, (h) employment of accountant attorneys and other professionals to represent or advise the Association; (i) operation, maintenance and repair of the Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District; (j) monitoring of protected wetlands, if any, as required by the District; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

6.3 Budgeting and Allocating Common Expenses and Other Expenses Applicable to All Dwellings.

(a) Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as the estimated Common Expenses during the coming year, overhead and indirect costs, insurance, utilities,

taxes, professional fees, repairs, reserves (if any), maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual Property assessments described in this Section 6.3.

(c) Adoption of Operating Budget. The Association shall make available to each Owner upon such Owner's written request a copy of the capital budget, operating budget and projected annual Property assessments approved by the Board to be levied for the next fiscal year. The operating budget and annual Property assessments set forth in this Section 6.3 shall become effective unless disapproved by seventy percent (70%) of the membership of the Association at a special meeting of the Members held not later than sixty (60) days after the Board has finalized the proposed budget and proposed assessment amount. If the membership so disapproves the operating budget for the succeeding year, or if the Board fails to propose a budget, then the budget in effect for the immediately preceding year, increased by five percent (5%), shall continue in effect until a new budget is determined.

(d) Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in an equal amount per Lot as annual Property assessments, which assessments are due and payable on a semi-annual basis in accordance with Section 6.5 herein.

6.4 Special Assessments and Individual Assessments.

(a) Special Assessments Applicable to All Dwellings. In addition to annual Property assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. Notwithstanding the foregoing, in the event there is any claim or cause of action made for liability or damages, whatsoever, against the Declarant arising from or in any way related to the Declarant's acts or omissions taken during its tenure as Declarant or otherwise taken pursuant to this Declaration, the Board shall levy a special assessment for the purpose of payment of Declarant's legal fees and costs relating to its defense of such claim or cause of action, or for the legal fees and costs of any assumed defense of the Declarant by the Association pursuant to the provisions of Article XVIII below.

(b) Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by

that Owner or his lessee, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

6.5 Commencement Dates; Start-Up Assessment; Initial Annual Assessment; Due Dates. Annual Property assessments on the Lots shall commence upon the closing of the first Lot in the Property to a bona fide third party purchaser. Prior to the time of the first closing on the first Lot Declarant shall establish the amount of the annual Property assessments for the current year, which assessments shall be paid on a semi-annual basis. In addition, at the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association: (i) a one-time Start-Up Assessment equal to one half of the amount of the annual Property assessment, and (ii) the entire annual Property assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, one half of the annual Property assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed, and one half of the annual Property assessments shall be due no later than July 1 of every year; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual Property assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of said Lot shall not be required to pay said Start-Up Assessment.

6.6 Gated Community Subdivision Infrastructure Assessments and Related Accounts. In addition to the assessments, budgeting and reserve funds described in the preceding Sections of this Article XI, and notwithstanding anything to the contrary contained therein, the Association may, but shall not be obligated to, create, levy assessments for, deposit monies into, retain in perpetuity and replenish from time to time certain Gated Community Related Accounts, including but not limited to: a routine infrastructure maintenance account and capital repair accounts for streets, drainage pond and other infrastructure items as the Board deems appropriate, and comply with the assessment, reporting and other requirements, as and to the extent provided in Sections 6.7 and 6.8 of this Article VI.

6.7 Required Assessments. The obligation to collect and pay Assessments to fund any Gated Community Related Accounts set forth in Section 6.6 shall commence on the later of: (a) the date on which the City issues its certificate of completion for the Gated Community Subdivision Infrastructure and Related Subdivision Infrastructure, or (b) the date on which the Plat of the Property in which such Gated Community Subdivision Infrastructure is located is recorded in the Public Records of Duval County, Florida. The Association shall impose and collect such Assessments against the residential property, including Lots owned or controlled by the Declarant and by any Builder, without exception. The Assessments must be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the Gated Community Related Accounts.

6.8 Financial Reports and Other Requirements. Each year the Association shall cause a financial report of the Gated Community Related Accounts to be performed and prepared, and a copy of the report shall be submitted to each Owner within the time frame required under the "Financial Reporting" requirements of the Association Act (*i.e.*, Chapter 720, Sections 720.301 through 720.312, Florida Statutes, 2015, as such may be amended from time to time). At a minimum, the report shall confirm the existence of each Gated Community Related Account and report the amounts of deposits into and expenditures from any such account(s) during the period year, along with an itemization of the expenditures from the accounts.

6.9 Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

6.10 Subordination. The assessment lien shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.

6.11 Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves (if any) or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment.

ARTICLE 7- ARCHITECTURAL CONTROL

7.1 Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") adopted and revised from time to time by the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, have been approved in writing by the ARB. All such improvements must further conform to the Planning Criteria and no plans shall be approved by the ARB if they are not in conformity with same. All improvements, changes and alterations shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the ARB in writing, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Surface Water Management System on file with the District pursuant to Chapter 40C-4, F.A.C.

7.2 Membership of ARB. So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Declarant may only be removed by the Declarant.

7.3 Approvals. Decisions of the ARB shall be by majority action. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

7.4 Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the public records of the Duval County, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

7.5 Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements. Such variances may only be granted when unique circumstances dictate and no variance shall: (a) be effective unless in writing, (b) be contrary to the restrictions set forth in this Declaration, or (c) estop the ARB from denying a variance in other circumstances.

7.6 Waiver of Liability. None of Declarant, the ARB, the Directors or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of or in connection with approval or disapproval of any plans,

or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

7.7 Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

7.8 Exemption. Declarant shall be exempt from the architectural control provisions of this Article VII. Declarant shall be entitled to construct or install any new improvement, and to alter or change any existing improvement, without submitting plans to or obtaining the approval of the ARB.

7.9 No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

7.10 ARB Rules. The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be: (a) subject to the prior approval of the Board of Directors, (b) consistent with the covenants and restrictions set forth in this Declaration and (c) published or otherwise made available to all Owners and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof.

ARTICLE 8- EXTERIOR MAINTENANCE

8.1 Owner's Responsibility. Each Owner shall keep and maintain that Owner's Lot and all building and other improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved plans thereof and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account,

however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, privacy fences, walls, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved unless the ARB has approved a different color for such repainting or re-staining)), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

To the extent not included in the areas required to be maintained by the Association pursuant to this Declaration, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Surface Water Management System will be performed by the Association, at Common Expense. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

8.2 Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 8.1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

8.3 Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

ARTICLE 9- RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

9.1 Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

9.2 Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

9.3 Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings and an Owner shall not have more than three (3) Animals within the Dwelling. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

9.4 Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

9.5 Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or

applicable law.

9.6 Vehicles. No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial vehicles of any kind shall be parked on the Property except for construction or service vehicles temporarily present on business. A commercial vehicle for the purposes of this section shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-Hire or Not-For-Hire. No trailers, boats, campers, motorized or non-motorized recreational vehicles may be parked in the Property unless parked inside a garage.

9.7 Visibility of Intersections. No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants and invitees, for any damages, injuries or deaths arising from any violation of this Section.

9.8 Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Declarant shall not be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements.

9.9 Signs. No signs, including signs advertising a Lot or Dwelling Unit for sale, rent or lease, nor advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot until such time as the Declarant has conveyed all Lots within the Property to bona fide third party purchasers. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. After Declarant has conveyed all of the Lots within the Property, any sign before being displayed or placed upon any Lot must be approved by the ARB.

9.10 Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

9.11 Drainage Structures. Unless first approved by the ARB and the District, no Owner including Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

9.12 Exterior Electronic or Electric Devices. Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property

without the prior written approval of the ARB.

9.13 Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

9.14 Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

9.15 Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

9.16 Sidewalks. If permitted by the City, then the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted street.

9.17 Fences and Walls. Except for fences and walls constructed by Declarant, if any, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARB as to size, material, color, location, etc. The ARB shall require the composition and color of any fence or wall to be consistent with the surrounding fences. Landscape buffers may be required by the ARB on the outside of any fences and walls. Additionally, fences may only be permitted within drainage easements so long as the fence does not block the flow of water through the drainage easement. Notwithstanding anything herein to the contrary, so long as Declarant maintains any model homes within the Property, Declarant has the right to fence all or any part of any Lots being used for parking for the term of such use. All such fences and walls shall be approved by the ARB as to size, material, color, location, etc.

9.18 Yard Accessories and Play Structures. All yard accessories and play structures shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street. No basketball structures, hoops or backboards, nor any other fixed game structures, shall be permitted.

9.19 Use; Rentals. Lots shall be used for single family residential purposes only. There shall be no "short term" rentals of any dwellings, or portions thereof, on any Lot. For purposes of this Declaration, a "short term" rental shall be defined as any rental for a period of less than six (6) full calendar months.

9.20 Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line and must be screened from view behind a fence or wall.

9.21 Tree Removal and Landscaping. Except by Declarant, there shall be no removal of trees or landscaping until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees and landscaping to be retained and preserved or added and replaced on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Notwithstanding the foregoing sentence, all Dwellings shall have fully sodded rear lawns except in areas covered by building improvements, approved landscape or retained natural areas. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by law, natural areas shall be finished by removal of underbrush and addition of mulch.

9.22 Collection. All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

9.23 Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

9.24 Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot.

9.25 Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

- (a) Doing on any property owned by it whatever it determines to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or
- (b) Erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or
- (c) Conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or
- (d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or
- (e) Maintaining such sign or signs on any property owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of Lots; or
- (f) Filing supplemental Declarations which modify or amend this Declaration, or otherwise limit or impair the Declarant from effecting any action which may be required of Declarant by the City or any other federal, state or local governmental or quasi-governmental agency

in connection with the development and continuing operation of the Property; or

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property or utilizing all or portions of the Common Property for construction access or staging (provided that same does not impair existing access or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

9.26 Conservation Tracts. If any conservation tract is specifically designated as such on any plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable governmental authorities and the ARB, there shall be no further clearing, construction, grading or alteration of those tracts.

9.27 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design, and type of material for said Lot shall have been approved by the ARB, provided, however, that Developer reserves the right, to be exercised at its option, to provide a mailbox and post to be used on each Lot.

9.28 Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

9.29 Accessory Buildings or Structures. No accessory, storage or other buildings or structures shall be placed on any Lot unless first approved by the ARB and, if approved by the ARB, its design, materials, construction, setbacks, and placement shall also be subject to ARB approval.

9.30 Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article IX and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

ARTICLE 10- ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE 11- AMENDMENT

11.1 Amendments by Members. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of eighty percent (80%) of the total votes of the membership of the Association. However, if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) 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, 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 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 Public Records of Duval County, Florida.

Notwithstanding anything above contained to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. No amendment may affect the surface water management system (including environmental conservation areas and the water management portions of the common areas) unless such amendment is first submitted to and approved by the District and the Declarant, or its assignee. If the District determines the proposed amendment requires a modification to the surface water management permit, then the proposed amendment will take effect only upon the written consent of both the District and the Declarant, or its assignee, and if such written consent is not obtained, the amendment will not be implemented.

11.2 Amendments by Declarant. Until the turnover of the Association occurs, Declarant (with respect to portions of the Property owned by Declarant) specifically reserves for itself, its successors and assigns, and to the Association, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. Further, Declarant shall have the right, without the necessity of joinder by Owners or any other persons or entities, to make modifications to this Declaration that are non-substantial in nature and do not materially or adversely affect the interests of Owners or other affected parties. No amendment required by any state agency will be deemed to materially or adversely affect Owners or other affected parties.

ARTICLE 12- DISTRICT APPROVAL RIGHTS

Any amendment to this Declaration of Covenants, Conditions and Restrictions which alters the Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

ARTICLE 13- DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any ten (10)-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Duval County.

ARTICLE 14- ENFORCEMENT

14.1 Compliance by Owners. Every Owner and all guests, tenants and invitees of any Member, shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

14.2 Enforcement. All disputes, controversies or claims arising out of or relating to this Declaration and any rights, interests or obligations hereunder, except for the Non-Arbitral Proceedings, and any payment disputes or obligations, any warranties (express or implied) relating thereto, or any breach of this Declaration (or questions as to its interpretation) and any other dispute arising between Owners, the Association and the Declarant, including any dispute between any of the foregoing and any other third party (herein referred to collectively as a "Dispute"), shall be submitted to binding arbitration under the Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act (Title 9, U.S. Code), or the applicable state arbitration statute if the Federal Arbitration Act does not apply. After commencement of the arbitration proceeding (by filing and serving a demand for arbitration), either party may require submission of the Dispute to mediation; if not settled in mediation, the arbitration proceeding shall continue to conclusion. The decision of the arbitrator shall be conclusive and may be enforced in a court of competent jurisdiction. This arbitration provision shall survive closing, breach or termination of this Declaration. Venue for arbitration shall be in the Tampa metropolitan area. Except as otherwise limited by this paragraph, enforcement of these covenants and restrictions pertaining to: (a) actions brought by the Association against Owners (excluding Declarant) to enforce the provisions of this Declaration (including the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it (with (a)-(d) hereinafter collectively known as "Non-Arbitral Proceedings"); may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration. Arbitration or any cause of action or lawsuit may not be commenced or prosecuted by or on behalf of the Association unless approved by at least seventy-five percent (75.0%) of the Owners which approval must be accompanied by the approval of a reasonable budget for such arbitration or any cause of action or lawsuit and the approval and collection of a Special Assessment in an amount equal to the budget to be levied equally among the Lots and collected before commencement of any action.

Notwithstanding the foregoing, the Association shall have the right to suspend the rights of use of the Common Property (except for legal access and utilities) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in this Declaration, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Management System.

The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Management System.

14.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) For each violation, a fine not exceeding One Hundred Dollars (\$100.00).

(ii) For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars (\$1,000.00).

(d) Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in this Declaration.

(e) Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

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

(g) CPI. Unless limited by law, specific dollar amounts stated in this Section shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

ARTICLE 15- DAMAGE OR DESTRUCTION TO COMMON PROPERTY

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

15.1 Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

15.2 Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in accordance with the provisions of this Declaration.

15.3 Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an individual assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of individual assessments.

ARTICLE 16- MORTGAGEE PROTECTION

16.1 Records and Notices. The Association shall make available to all Owners and to all holders of mortgages on Lots, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws, rules and regulations, and the books and records of the Association (including the budget). Such persons shall be entitled, upon prior written request: (a) to receive a copy of the Association's financial statement for the immediately preceding fiscal year, (b) to receive notices of and attend Association meetings, (c) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under this Declaration, the Articles or Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot owned by the defaulting Owner, and (d) to receive notice of any substantial damage or loss to the Common Property.

16.2 Adverse Events. Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of: (a) any condemnation or casualty loss affecting a material portion of the Common Property, (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, and (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

16.3 Taxes and Other Charges. After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Association.

16.4 Insurance Premiums. After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

ARTICLE 17- GENERAL PROVISIONS

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

17.2 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

17.3 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

17.4 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

17.5 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws and any rules hereinafter promulgated.

17.6 Cooperation. Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

17.7 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

17.8 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

17.9 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot.

17.10 Execution of Documents Required by the City. The Declarant's plan for the development of the Property may require from time to time the execution of certain documents required by the City. To the extent that said documents require the joinder of any or all Owners in the Property, each of said Owners, by virtue of his acceptance of a deed to his Lot, does irrevocably give and grant to the Declarant, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

17.11 Attorneys' Fees. In the event of the institution of any enforcement proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

ARTICLE 18- DISCLAIMERS

18.1 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

18.2 Indemnity. The Association shall indemnify the Declarant, and shall hold Declarant harmless, from and against any and all claims, liabilities, causes of action, and damages, whatsoever, arising from or related to Declarant's acts or omissions taken during its tenure as Declarant or otherwise taken pursuant to this Declaration.

18.3 General. Notwithstanding anything contained herein or in the Articles, Bylaws and rules and regulations of the Association or any other document governing or binding the Association, Declarant or the Property (collectively, the "Constituent Documents"), neither the Association nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Constituent Documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the City or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the Constituent Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for such reason.

Each Owner (by virtue of its, his or her acceptance of title to its, his or her Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant and arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article or in this Declaration generally.

As used in this Article, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Covenants and Restrictions for Riley Oaks as of the date first above written.

WITNESSES:

DEVELOPER

Classic Neighborhood - FC Holdings, LLC, a Texas limited liability company

Sharon Wentz
WITNESS SIGNATURE

SHARON WENTZ
WITNESS NAME PRINTED

Joshua Overstreet
WITNESS SIGNATURE

JOSHUA OVERSTREET
WITNESS NAME PRINTED

By: John Burchfield

NAME PRINTED: John Burchfield
General Counsel

AS ITS: _____

STATE OF FLORIDA Texas
COUNTY OF ~~DUVAL~~ Harris

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, John Burchfield, personally appeared before me as Manager of Classic Neighborhood - FC Holdings, LLC, a Texas limited liability company and executed or acknowledged his or her previous execution of this instrument. I HEREBY FURTHER CERTIFY, that John Burchfield is the same person either executing or acknowledging execution of the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ driver's license or ☐ Other identification: _____. WITNESS my hand and official seal in the State and County aforesaid this 10th day of February, 2016.

[Signature]
Notary Public Signature

(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

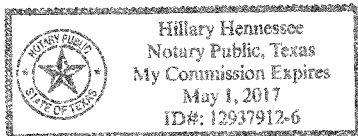


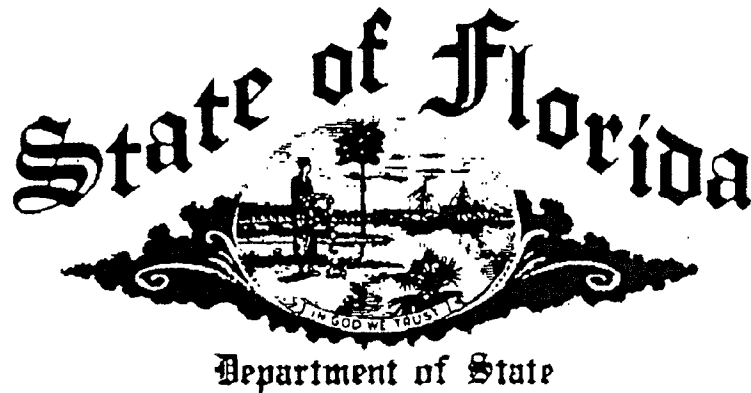
EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1: A portion of Government Lot 1, Section 24, Township 4 South, Range 26 East, Duval County, Florida, being more particularly described as follows: Commencing at the Southeast corner of Brady Manor, as recorded in Plat Book 43, Page 83 of the Current Public Records of Duval County, Florida; thence South 73 degrees 43 minutes 50 seconds East along the Northerly right of way line of Brady Road (a 60 foot right of way), a distance of 105.75 feet to an angle point in said right of way line for a Point of Beginning; thence North 13 degrees 16 minutes 53 seconds East, a distance of 195.20 feet; thence North 52 degrees 22 minutes 12 seconds East, a distance of 34.96 feet; thence North 00 degrees 52 minutes 20 seconds West, a distance of 64.05 feet to a point situate on the Southerly line of Three Oaks, as recorded in Plat Book 64, Pages 188 through 191, inclusive, of said Current Public Records; thence North 89 degrees 07 minutes 40 seconds East, along said Southerly line, a distance of 265.27 feet to the Northwest corner of those certain lands recorded in Official Records Book 9984, Page 301 of said Current Public Records; thence South 00 degrees 23 minutes 10 seconds East, along the Westerly line of said last mentioned lands, a distance of 198.00 feet to the Southwest corner thereof; thence North 89 degrees 07 minutes 40 seconds East, along the Southerly line of said last mentioned lands, a distance of 367.30 feet to the Northwest corner of those certain lands recorded in Official Records Book 14374, Page 1550, of said Current Public Records; thence South 17 degrees 22 minutes 20 seconds East, along the Westerly line of said last mentioned lands, and along the Westerly line of those certain lands recorded in Official Records Book 10531, Page 1397 and Official Records Book 8125, Page 1671, both of said Current Public Records, a distance of 148.27 feet to the Northeast corner of lands described in Official Records Book 16727, Page 1491, of said Current Public Records; thence South 51 degrees 31 minutes 34 seconds West, along the Northerly line of said lands, a distance of 414.11 feet to the Northwesterly corner of said lands, said point being on the Northeasterly right of way line of said Brady Road; thence North 53 degrees 44 minutes 00 seconds West, along said Northeasterly right of way line, a distance of 527.68 feet to the Point of Beginning.

Parcel 2: A part of Government Lot 1, Section 24, Township 4 South, Range 26 East, Duval County, Florida, being more particularly described as follows: Begin at the intersection of the Northeasterly right of way line of Brady Road (a variable width right of way as now established), and the Northerly right of way line of Flynn Road (a 60 foot right of way as now established); thence North 53 degrees 43 minutes 34 seconds West, along said Northeasterly right of way line, 360.03 feet; thence North 51 degrees 31 minutes 37 seconds East, 414.16 feet, to the Westerly line of those lands described and recorded in Official Records Book 10531, Page 1397, of said Public Records; thence South 17 degrees 22 minutes 05 seconds East, along last said line, and along the Westerly line of those lands described and recorded in Official Records Book 8125, Page 1671, of said Public Records, 427.58 feet, to the aforesaid Northerly right of way line of Flynn Road; thence South 68 degrees 49 minutes 50 seconds West, along last said line, 173.32 feet to the Point of Beginning.

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I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 17, 2016, for RILEY OAKS HOMEOWNERS ASSOCIATION INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H16000040988. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N14000010867.

Authentication Code: 816A00003786-022416-N14000010867-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of February, 2016

Ken Detzner
Ken Detzner
Secretary of State

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

RILEY OAKS HOMEOWNERS ASSOCIATION, INC.

The undersigned, being above the age of eighteen (18) years and competent to contract, for the purpose of organizing a not for profit corporation pursuant to the laws of the State of Florida, does hereby agree and certify (i) that the following Amended and Restated Articles of Incorporation were adopted by the Board of Directors as of the date hereof, (ii) that there are currently no members entitled to vote on the following Amended and Restated Articles of Incorporation, and (iii) further agree and certify as follows:

ARTICLE 1- NAME

The name of this corporation shall be Riley Oaks Homeowners Association, Inc. (the "Corporation").

ARTICLE 2- COMMENCEMENT OF CORPORATE EXISTENCE

This Corporation shall commence corporate existence on November 25, 2014 and shall exist in perpetuity.

ARTICLE 3- PRINCIPAL OFFICE AND MAILING ADDRESS

The initial principal office and mailing address of the Corporation shall be located at 680 Crosswater Parkway, Ponte Vedra, Florida 32081.

ARTICLE 4- DEFINITIONS

All capitalized terms used herein which are not defined shall have the same meaning as set forth in that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Riley Oaks, recorded or to be recorded in the Official Records of Duval County, Florida, as same may be amended and/or restated from time to time (the "Declaration").

ARTICLE 5- PURPOSES AND POWERS

5.1 Purposes. The purposes for which this Corporation is organized are:

(a) to operate as a not-for-profit residential homeowners' association in which voting membership is made up of Lot Owners as contemplated by Chapter 720, Florida Statutes, as the same may be amended from time to time;

(b) to be and constitute the Association described in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws of the Corporation, and as provided by law; and

(c) to protect the interests of the owners of real property subject to the Declaration.

5.2 Powers. This Corporation shall have the right to transact any and all lawful business as a not-for-profit residential homeowners' association as contemplated by Chapter 720, Florida Statutes, as the same may be amended from time to time. This Corporation shall also have all of the powers enumerated in the Chapter 617, Florida Statutes (Florida Not for Profit Corporation Act), Chapter 607, Florida Statutes (Florida Business Corporation Act) (as such Florida Business Corporation Act may apply to this not for profit corporation), as the same now exist and as hereafter amended, and all such other powers as are permitted by applicable Florida statutory and common law, including, without limitation and only by illustration, the following:

- (a) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration;
- (b) to fix and to collect assessments and other charges to be levied against the Lots;
- (c) to manage, control, operate, maintain, repair, and improve property subject to the Declaration or any other property for which the Corporation by rule, regulation, covenant, or contract has a right or duty to provide such services;
- (d) to enforce covenants, conditions, or restrictions affecting any property to the extent the Corporation may be authorized to do so under the Declaration or Bylaws;
- (e) to engage in activities which will actively foster, promote, and advance the common interests of all owners of real property subject to the Declaration;
- (f) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real and personal property of all kinds and any right or interest therein for any purpose of the Corporation, subject to such limitations as may be set forth in the Declaration or Bylaws;
- (g) to borrow money for any purpose, subject to such limitations as may be set forth in the Declaration or the Bylaws;
- (h) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Corporation, with or in association with any other association, corporation, or other entity or agency, public or private;
- (i) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Corporation; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declarations;
- (j) to elect or appoint officers and agents and define their duties and fix their compensation, if any;

(k) to have and exercise all powers necessary or convenient to effect its purposes.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers which may now or hereafter be permitted by law; the powers specified in each of the subsections of this Article V are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article. The Corporation shall make no distributions of income to its members, directors, or officers.

5.3 Storm Water Management. In addition to the purposes and powers set forth in Sections 5.1 and 5.2 above, the Corporation shall have the following purposes, duties and powers:

(a) The Corporation shall operate, maintain and manage the storm water management system(s) in a manner consistent with the requirements of the St. Johns River Water Management District (the "Agency") permit and applicable Agency rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(b) The Corporation shall levy and collect adequate assessments against members of the Corporation for the costs of maintenance and operation to the storm water management system.

(c) The assessments shall be used for the maintenance and repair of the storm water management systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE 6- MEMBERS

6.1 Lot Owners. The Owner of each Lot, as those terms defined in the Declaration, shall be a member of the Corporation and shall be entitled to vote in accordance with the terms of the Declaration, except there shall be no vote for any Lot owned by the Corporation. The manner of exercising voting rights shall be as set forth in the Declaration and in the Bylaws of the Corporation.

6.2 Membership Change. Change of membership in the Corporation shall be established by recording in the Official Records of Duval County, Florida, a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the owner designated by such instrument shall become a member of the Corporation and the membership of the prior owner with regard to such real property shall be terminated.

6.3 Member Interest in Assets, Liabilities, etc. The share of a member in the funds, liabilities and assets of the Corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Lot.

ARTICLE 7- INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 250 East Colonial Drive, Suite 300, Orlando, Florida 32801, and the initial registered agent of the Corporation at that address shall be John Kingman Keating. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE 8- BOARD OF DIRECTORS

The manner in which the Board of Directors of the Corporation are elected and appointed is as set forth in the Bylaws. The initial Board of Directors of the Corporation shall consist of three (3) directors. The number of directors of the Corporation shall be specified, from time to time, by the Bylaws provided, however, that the number of directors shall never be less than three (3). The name and street address of the initial Board of Directors of this Corporation are:

<u>Director</u>	<u>Street Address</u>
Jon Morris	680 Crosswater Parkway Ponte Vedra, Florida 32081
Steve Martin	680 Crosswater Parkway Ponte Vedra, Florida 32081
Keith Donnelly	680 Crosswater Parkway Ponte Vedra, Florida 32081

ARTICLE 9 - OFFICERS

The name and street address of the initial Officers of this Corporation are:

<u>Name and Title</u>	<u>Street Address</u>
Jon Morris, President	680 Crosswater Parkway Ponte Vedra, Florida 32081
Steve Martin, Vice President and Treasurer	680 Crosswater Parkway Ponte Vedra, Florida 32081
Keith Donnelly, Secretary	680 Crosswater Parkway Ponte Vedra, Florida 32081

ARTICLE 10- INCORPORATOR

The name and street address of the person signing these Articles as incorporator is:

<u>Name</u>	<u>Street Address</u>
Keith Donnelly	680 Crosswater Parkway Ponte Vedra, Florida 32081

ARTICLE 11- INDEMNIFICATION

In addition to any rights and duties under applicable law, the Corporation shall indemnify and

hold harmless all of its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys' fees and costs, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE 12- DISSOLUTION AND AMENDMENT

12.1 Dissolution. The Corporation may be dissolved only as provided in the Bylaws and by the laws of the State of Florida; provided, however, in the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the storm water management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

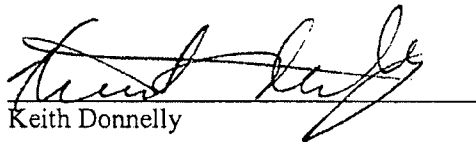
12.2 Amendments. Amendments to these Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes; provided, no amendment may be in conflict with the Declaration, and provided, further, no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration. Any proposed amendment must be approved by Voting Members representing two-thirds (2/3) of the total Class "A" votes in the Corporation, and the consent of the Class "B" Member, if such exists.

ARTICLE 13- HEADINGS AND CAPTIONS

The headings or captions of these various Articles of Incorporation are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, I hereby submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

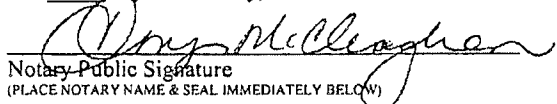
Dated this 12th day of February, 2016.


Keith Donnelly

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Keith Donnelly personally appeared before me and executed or acknowledged his previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that Keith Donnelly is the same person either executing or acknowledging execution of the foregoing instrument because: ☒ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____.

WITNESS my hand and official seal in the State and County aforesaid this 12 day of February, 2016.


Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)



AMY MCCLENAGHAN
MY COMMISSION # EE 859076
EXPIRES: December 17, 2016
Bonded Thru Budget Notary Services

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

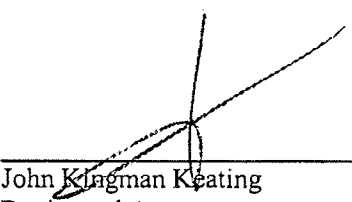
In compliance with sections 48.091 and 617.0501, Florida Statutes, the following is submitted:

Riley Oaks Homeowners Association Inc. (the "Corporation") desiring to organize as a domestic not for profit corporation or qualify under the laws of the State of Florida has named and designated John Kingman Keating as its Registered Agent to accept service of process within the State of Florida with its registered office located at 250 East Colonial Drive, Suite 300, Orlando, Florida 32801.

ACKNOWLEDGMENT

Having been named as Registered Agent to accept service of process for the Corporation at the place designated in this Certificate, I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity.

DATED this 17th day of February, 2016.



John Kingman Keating
Registered Agent

AMENDED AND RESTATED BYLAWS
OF
RILEY OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

To the extent not otherwise specifically defined in these Bylaws, all capitalized terms contained in these Bylaws shall have the same meanings as such terms are defined by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riley Oaks recorded in the Public Records of Duval County, Florida, as the same may be amended from time to time (the "Declaration").

ARTICLE II
LOCATION

The principal office of the Association shall be 680 Crosswater Parkway, Ponte Vedra, Florida 32081.

ARTICLE III
MEMBERSHIP

Section 1. Membership in the Association shall be determined in accordance with the provisions of the Articles of Incorporation of the Association (the "Articles") and the Declaration.

Section 2. Certain rights of membership are subject to the timely payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Lots against which such assessments are made as provided in the Declaration.

ARTICLE IV
FISCAL YEAR

Section 1. The fiscal year of the Association shall be the calendar year.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Subsequent to the appointment of Directors by the Class B Member as provided in the Articles, the Directors of the Association shall be elected at the annual meeting of the Members. The election procedure is set forth in Article VI of these Bylaws. There shall be a minimum of three (3) directors on the Board of Directors, and at least one (1) of the directors shall be an Owner of a Dwelling, provided that such Owner consents to serving as a director on the Board.

Section 2. Any Director may be removed from office at any time with or without cause in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time ("Chapter 720"), except that the Directors elected by the Class B Member may be removed only by the Class B Member.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Association Members, provided the majority of the Members of the elected Board of Directors are present. Any action taken at such meeting shall be by a majority of the Board of Directors. If the majority of the Members of the Board of Directors elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board of Directors to elect officers shall then be held within thirty (30) days after the annual meeting of Members.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Duval County, Florida, on such days and at such hours as the Board of Directors may reasonably determine.

Section 5. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board of Directors and may be held at any place or places within Duval County, Florida, and at any time, provided the proper notice is given pursuant to Section 6 below.

Section 6. Notices of all Board of Directors meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the Members of the Board of Directors to each Member. If notice is not posted in a conspicuous place in the community, notice of each Board of Directors meeting shall be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. If broadcast notice is used in lieu of a notice posted physically in the community, the notice shall be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. The notice may be by electronic transmission in a manner authorized by law for meetings of the Board of Directors, committee meetings and annual and special meetings of the Members; however, a Member must consent in writing to receiving notice by electronic transmission. Emergency meetings of the Board of Directors may also be held at any place and time without notice by unanimous waiver of notice by all the Directors. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. Notwithstanding any provisions of these Bylaws to the contrary, notices of all meetings shall comply with Chapter 720.

Section 7. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be

reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 8. All meetings of the Board of Directors shall be open to all Members, who have the right to attend all meetings of the Board of Directors and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with Chapter 720, and may include a sign-up sheet for Members wishing to speak. The requirement that Board of Directors' meetings and committee meetings be open to the Members is inapplicable to meetings between the Board of Directors or a committee and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 9. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs as provided by law and in accordance with the Association's governing documents. In addition to the duties imposed by Chapter 720, together with these Bylaws, the Board of Directors shall have the power to and be responsible for the following, by way of explanation, but not limitation:

- a. preparation and adoption of an annual budget in which there shall be established the obligation of each Owner for the payment of assessments in accordance with the provisions of the Declaration;
- b. levying assessments in accordance with the provisions of the Declaration, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the general assessments, which shall be as reasonably determined by the Board of Directors;
- c. providing for the operation, care, upkeep, and maintenance of all of the Common Property;
- d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Property where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association (reserve or contingency funds may be deposited, in the Directors' reasonable business judgment, in depositories other than banks);
- f. making and amending rules and regulations;

g. opening of bank accounts on behalf of the Association and designating the signatories required;

h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Property in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

i. enforcing by legal means, the provisions of the Declaration, the Articles, these Bylaws, and the rules and regulations adopted by the Board of Directors and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association after receiving the proper authorization, if any, required by the Declaration;

j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

k. paying the cost of all services rendered to the Association or its Members;

l. maintaining the official records of the Association in accordance with Chapter 720. The official records of the Association shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys in accordance with the requirements of Chapter 720;

m. making available for review to any prospective purchaser of a Lot, any Owner of a Lot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles, the Bylaws, the Association's rules and regulations and all other books, records, and financial statements of the Association;

n. permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property;

o. taking any actions allowed or required to be taken under the terms of the Declaration; and

p. exercising for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or in the Articles.

Section 10. The Board of Directors may employ for the Association a professional management agent or agents, for compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Director's supervision, all of the powers granted to the Board of Directors by these Bylaws.

Section 11. The following policies will be followed unless the Board of Directors shall specifically determine otherwise:

a. generally accepted accounting principles shall be employed with respect to the Association's financial records;

b. no remuneration shall be accepted by any member of the Board of Directors from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; and

c. financial reports shall be prepared and distributed in accordance with the requirements of Chapter 720.

Section 12. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property without the approval of the Members of the Association; provided however, the Board of Directors shall obtain Member approval in the same manner provided in the Declaration for special assessments requiring approval by the Members, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for the fiscal year in which the funds are to be borrowed.

Section 13. The Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation for which abatement is sought, shall pay all costs incurred by the Association, including reasonable attorney's fees for pre-trial preparation, trial, appeal and in bankruptcy proceedings. The failure of the Board of Directors to enforce any provision of the Declaration, the Articles, these Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

ARTICLE VI ELECTION OF DIRECTORS

Section 1. Nominations for the election of members of the Board of Directors (other than members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section 3 of this Article VI. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

Section 2. The Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board of Directors.

Section 3. Owners may nominate themselves in the manner provided by Chapter 720. Nominations shall be placed on the written ballot referenced in Section 4 of this Article VI.

Section 4. All elections to the Board of Directors shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board of Directors, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A. Members, and (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation. For purposes of Chapter 720, mailed ballots shall be deemed to be absentee ballots.

Section 5. In order for an election of members of the Board of Directors to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

Section 6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article VI shall be deemed elected or appointed as of the date of the annual meeting of the Members.

ARTICLE VII OFFICERS

Section 1. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 2. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board of Directors.

Section 3. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the Membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws. He shall keep the minutes of the meetings of the Membership and of the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on

account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VIII MEETINGS OF MEMBERS

Section 1. An annual meeting of Members shall be held at such time and place as shall be determined by the Board of Directors.

Section 2. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the articles of incorporation or bylaws or for any matter that requires or permits a vote of the Members.

Section 3. Special meetings of the Members may be called for any purpose at any time by the President or a majority of the Members of the Board of Directors. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Section 4. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail (postage thereon fully paid), by overnight courier, by telecopy transmittal, or by any other means permissible under Chapter 720, to his address appearing on the records of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be provided to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered or telecopied at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted.

Section 5. The presence in person or by proxy of Members entitled to cast thirty percent (30%) of the Class A membership votes at a meeting of the Members, shall constitute a quorum for any action governed by these Bylaws.

Section 6.

a. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might

have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

b. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty (20%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 7. The President or the President's designee shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

ARTICLE IX COMMITTEES

Section 1. The Architectural Review Board (the "ARB") shall be a standing committee of the Association. The ARB shall be appointed, shall serve and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, so that the Board of Directors may review such decision. The determination of the Board of Directors, upon reviewing such decision of the ARB, shall in all events be dispositive.

Section 2. The Nominating Committee shall be a standing committee of the Association. The Nominating Committee shall have the duties, authority and functions as described in the Declaration and these Bylaws.

Section 3. The Board of Directors shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board of Directors shall consist of a chairman and two (2) or more other members.

Section 4. All committee members shall serve at the pleasure of the Board of Directors, and shall perform such duties and functions as the Board of Directors may prescribe.

ARTICLE X BOOKS AND PAPERS

Subject to the provisions of Chapter 720, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE XI
AMENDMENTS

Section 1. These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Duval County, Florida.

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