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THIS DOCUMENT PREPARED
BY AND RETURN TO:

Frank E. Miller, Esq.
Pappas Metcalf Jenks & Miller, PA
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

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COPY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAS CALINAS AMENITIES**

THIS DECLARATION made on the date hereinafter set forth by **KENSINGTON, LLC**, a Florida limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of certain property in St. Johns County, Florida, which is more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "**Association**" shall mean and refer to LAS CALINAS AMENITIES ASSOCIATION, INC., its successors and assigns.

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

Section 3. "**Property**" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "**Common Area**" shall mean the lighting, landscaping, irrigation and entry features on and along Las Calinas Boulevard, pocket parks, neighborhood parks and the amenity center including a swimming pool, restrooms, play equipment, open field and parking area to be constructed on the Property as set forth in PRD Ordinance 2004-60, St. Johns County, Florida, as

may be amended from time to time, and any other Common Area designated by Declarant or set forth in any ordinance applicable to the Property, including any property annexed hereunder.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 6. "Declarant" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant hereunder are specifically assigned.

ARTICLE II

ASSOCIATION

The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association shall take such measures and perform such services which, in the judgment of the Board of Directors, are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer the Common Areas in a first class condition; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration. Copies of the Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

ARTICLE III

PROPERTY RIGHTS

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

(a) the right of the Association to establish rules and regulations for the use of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the Property.

Section 3. Reservation of Easement. Declarant hereby reserves for itself and the Owner(s) of any property annexed to the Property the right and easement of enjoyment in and to and use of the Common Area subject to the provisions of Section 1 above.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) initial and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual, initial, and special assessments, together with interest, costs and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to manage, operate, maintain, repair, rebuild or expand upon the Common Area and any improvements located thereon.

Section 3. Annual Assessment. The Board of Directors shall fix the annual assessment at an amount it deems sufficient to meet the needs of the Association.

Section 4. Initial Assessment and Special Assessments for Capital Improvements. The Association may levy an initial assessment due at the time an Owner acquires a Lot with a home constructed thereon, in an amount not to exceed \$400.00, to help pay or establish reserves for construction or repair of the improvements on the Common Area. In addition to the annual assessments and the initial assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual, initial and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots other than Lots owned by Declarant on the first day of the month following the conveyance of an easement or ownership interest in the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, Declarant hereby reserves the right to amend this Declaration in all respects at any time, and from time to time, prior to the issuance of a Certificate of Occupancy for the amenities improvements. Any amendment must be recorded.

Section 4. Annexation. Additional property and Common Area may be annexed to the Property by Declarant, in its sole and absolute discretion, by the execution by Declarant of a

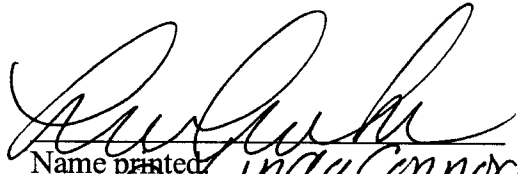
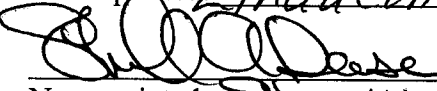
supplemental declaration attaching the legal description of such additional property and recording such supplemental declaration in the public records of St. Johns County, Florida.


IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 21st day of January, 2006.

COPY

DECLARANT

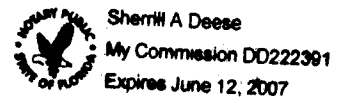
KENSINGTON, LLC,
a Florida limited liability company
By: The Alterra Group, LLC,
a Florida limited liability company,
its Manager


Name printed: Linda Connors

Name printed: Sherrill A. Deese

By: 
Kevin L. Troup
Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 21st day of January, 2006, by Kevin L. Troup, Vice President of The Alterra Group, LLC, a Florida limited liability company, Manager of Kensington, LLC, a Florida limited liability company, on behalf of the companies.



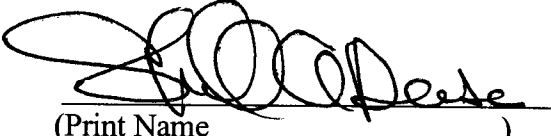

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A"**Parcel 1**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 561 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 33, said Township and Range; thence North 88 degrees 08 minutes 06 seconds East, along the Southerly line of said Section 33, a distance of 313.65 feet to a point lying on the Northeasterly right of way line of U.S. Highway 1 (Philips Highway), a 150 foot right of way as now established; thence North 37 degrees 54 minutes 50 seconds West, departing said Southerly line and along said Northeasterly right of way line, 6601.18 feet to a point on the Southerly line of said Section 29; thence North 37 degrees 53 minutes 18 seconds West, continuing along said Northeasterly right of way line, 107.32 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 37 degrees 53 minutes 18 seconds West along said Northeasterly right of way line, 242.10 feet; thence South 75 degrees 25 minutes 18 seconds East, departing said Northeasterly right of way line, 89.32 feet; thence North 51 degrees 00 minutes 00 seconds East, 300.66 feet; thence North 37 degrees 30 minutes 00 seconds East, 86.81 feet; thence North 43 degrees 30 minutes 00 seconds East, 105.00 feet; thence North 48 degrees 00 minutes 00 seconds East, 47.00 feet; thence North 13 degrees 30 minutes 00 seconds West, 45.00 feet; thence North 33 degrees 00 minutes 00 seconds East, 153.31 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.00 feet; thence North 44 degrees 30 minutes 00 seconds East, 79.07 feet; thence North 22 degrees 00 minutes 00 seconds West, 76.10 feet; thence North 26 degrees 00 minutes 00 seconds West, 149.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 99.00 feet; thence North 32 degrees 00 minutes 00 seconds West, 37.00 feet; thence North 19 degrees 30 minutes 00 seconds East, 514.00 feet; thence North 62 degrees 30 minutes 00 seconds East, 286.31 feet; thence North 00 degrees 38 minutes 40 seconds East, 47.49 feet; thence North 17 degrees 14 minutes 49 seconds East, 131.02 feet; thence North 33 degrees 06 minutes 08 seconds East, 141.80 feet; thence North 65 degrees 07 minutes 07 seconds East, 128.14 feet; thence South 86 degrees 42 minutes 10 seconds East, 173.49 feet; thence North 31 degrees 30 minutes 00 seconds East, 20.78 feet; thence South 37 degrees 00 minutes 00 seconds East, 120.33 feet; thence South 30 degrees 00 minutes 00 seconds East, 125.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 23.74 feet; thence South 05 degrees 30 minutes 00 seconds West, 177.21 feet; thence South 23 degrees 00 minutes 00 seconds East, 85.00 feet; thence South 26 degrees 00 minutes 00 seconds East, 73.51 feet; thence North 62 degrees 00 minutes 00 seconds East, 57.11 feet; thence South 28 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 62 degrees 00 minutes 00 seconds West, 58.15 feet; thence South 26 degrees 00 minutes 00 seconds East, 44.47 feet; thence South 07 degrees 00 minutes 00 seconds East, 175.18 feet to a point on a curve concave Southerly, having a radius of 1790.00 feet; thence Easterly, along the arc of said curve, through a central angle of 20 degrees 07 minutes 52 seconds, an arc length of 628.93 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 77 degrees 18 minutes 30 seconds East, 625.70 feet; thence Northeasterly, along the arc of a curve concave Northwesterly, having a

radius of 660.00 feet, through a central angle of 27 degrees 07 minutes 48 seconds , an arc length of 312.51 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73 degrees 48 minutes 32 seconds East, 309.60 feet; thence North 35 degrees 10 minutes 49 seconds West, 149.25 feet; thence North 26 degrees 10 minutes 58 seconds West, 109.50 feet; thence North 18 degrees 54 minutes 43 seconds West, 89.85 feet; thence North 20 degrees 00 minutes 00 seconds West, 425.00 feet; thence North 25 degrees 45 minutes 31 seconds West, 59.23 feet; thence North 48 degrees 52 minutes 12 seconds West, 45.58 feet; thence North 65 degrees 09 minutes 09 seconds West, 278.07 feet; thence North 45 degrees 51 minutes 17 seconds West, 110.21 feet; thence North 42 degrees 50 minutes 45 seconds West, 108.72 feet; thence North 34 degrees 04 minutes 36 seconds West, 108.75 feet; thence North 24 degrees 38 minutes 38 seconds West, 882.44 feet; thence North 10 degrees 54 minutes 17 seconds West, 109.06 feet; thence North 03 degrees 54 minutes 17 seconds West, 108.71 feet; thence North 02 degrees 11 minutes 28 seconds East, 85.83 feet; thence North 00 degrees 01 minutes 40 seconds East, 78.36 feet; thence North 10 degrees 23 degrees 04 seconds West, 67.29 feet; thence North 22 degrees 41 degrees 28 seconds West, 67.84 feet; thence North 29 degrees 20 minutes 16 seconds West, 312.42 feet to a point lying on the Southeasterly right of way line of Pine Island Road, a 60.00 foot right of way line as described and recorded in Deed Book 190, page 383 of said public records; thence North 60 degrees 39 minutes 44 seconds East, along said Southeasterly right of way line, 339.94 feet; thence North 70 degrees 09 minutes 44 seconds East, continuing along said Southeasterly right of way line, 50.76 feet; thence South 29 degrees 20 minutes 16 seconds East, departing said Southeasterly right of way line, 230.55 feet; thence South 30 degrees 36 minutes 56 seconds East, 88.23 feet; thence South 23 degrees 39 minutes 19 seconds East, 108.73 feet; thence South 14 degrees 42 minutes 37 seconds East, 108.73 feet; thence South 05 degrees 42 minutes 02 seconds East, 108.72 feet; thence Due South, 110.96 feet; thence South 89 degrees 00 minutes 00 seconds East, 245.12 feet; thence South 20 degrees 00 minutes 00 seconds East, 335.16 feet; thence North 76 degrees 00 minutes 00 seconds East, 85.57 feet; thence South 14 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 76 degrees 00 minutes 00 seconds West, 82.42 feet; thence South 20 degrees 00 minutes 00 seconds East, 175.60 feet; thence South 36 degrees 00 minutes 00 seconds East, 325.00 feet; thence South 27 degrees 00 minutes 00 seconds East, 275.00 feet; thence South 45 degrees 30 minutes 00 seconds East, 191.81 feet; thence South 23 degrees 00 minutes 00 seconds East, 332.98 feet; thence South 06 degrees 30 minutes 00 seconds East, 340.42 feet; thence South 21 degrees 25 minutes 30 seconds East, 76.41 feet; thence South 32 degrees 28 minutes 27 seconds East, 134.78 feet to a point on a curve concave Southeasterly, having a radius of 590.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 14 degrees 14 minutes 53 seconds , an arc length of 146.72 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72 degrees 16 minutes 26 seconds East, 146.34 feet; thence Due North, 1095.68 feet; thence North 36 degrees 28 minutes 49 seconds West, 114.22 feet; thence North 14 degrees 57 minutes 09 seconds East, 194.29 feet; thence North 62 degrees 06 minutes 32 seconds East, 192.03 feet; thence South 70 degrees 44 minutes 05 seconds East, 192.03 feet; thence South 23 degrees 34 minutes 42 seconds East, 119.27 feet; thence North 66 degrees 00 minutes 00 seconds East, 32.75 feet; thence South 19 degrees 14 minutes 31 seconds East, 26.84 feet; thence South 02 degrees 15 minutes 37 seconds West, 81.22 feet; thence South 10 degrees 30 minutes 00 seconds West, 53.84 feet; thence South 13 degrees 33 minutes 09 seconds West, 71.19 feet; thence South 04 degrees 15 minutes 56 seconds East, 61.56 feet; thence South 03 degrees 24 minutes 33 seconds East, 75.39 feet; thence South 01 degrees 58

minutes 56 seconds East, 69.63 feet; thence South 04 degrees 30 minutes 38 seconds East, 78.45 feet; thence South 04 degrees 53 minutes 24 seconds East, 71.37 feet; thence South 25 degrees 07 minutes 30 seconds East, 80.92 feet; thence South 15 degrees 30 minutes 00 seconds West, 155.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 76.00 feet; thence South 77 degrees 00 minutes 00 seconds East, 53.61 feet; thence South 56 degrees 00 minutes 00 seconds East, 416.72 feet; thence Due South, 113.24 feet; thence South 58 degrees 00 minutes 00 seconds East, 29.73 feet; thence Due South, 28.00 feet; thence South 20 degrees 08 minutes 58 seconds East, 115.00 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 2116, page 524 of said public records, and a point on a curve concave Northerly, having a radius of 540.00 feet; thence Westerly and Southwesterly, along said Northerly line, the following 11 courses: Course 1, thence Westerly, along the arc of said curve, through a central angle of 20 degrees 08 minutes 58 seconds, an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 79 degrees 55 minutes 31 seconds West, 188.93 feet; Course 2, thence Due West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; Course 3, thence Southwesterly, along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67 degrees 30 minutes 00 seconds West, 352.07 feet; Course 4, thence South 45 degrees 00 minutes 00 seconds West, 11.53 feet to a point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; Course 5, thence Southwesterly, along the arc of said curve, through a central angle of 42 degrees 22 minutes 26 seconds, an arc length of 584.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 66 degrees 11 minutes 13 seconds West, 571.03 feet; Course 6, thence Southwesterly, along the arc of a curve concave Southeasterly, having a radius of 1660.00 feet, through a central angle of 25 degrees 22 minutes 26 seconds, an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74 degrees 41 minutes 13 seconds West, 729.15 feet; Course 7, thence South 62 degrees 00 minutes 00 seconds West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; Course 8, thence Southwesterly, along the arc of said curve, through a central angle of 31 degrees 58 minutes 48 seconds, an arc length of 535.83 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 46 degrees 00 minutes 36 seconds West, 528.90 feet; Course 9, thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a central angle of 21 degrees 25 minutes 42 seconds, an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40 degrees 44 minutes 03 seconds West, 386.69 feet; Course 10, thence South 51 degrees 26 minutes 54 seconds West, 503.73 feet; Course 11, thence South 01 degrees 40 minutes 54 seconds East, 50.78 feet to the Point of Beginning.

Parcel 3A

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South $08^{\circ} 32' 25''$ East, 1975.75 feet; thence South $48^{\circ} 35' 01''$ East, 207.78 feet to the Point of Beginning.

From said Point of Beginning, thence South $74^{\circ} 52' 04''$ East, 460.34 feet; thence South $08^{\circ} 41' 41''$ East, 920.26 feet; thence South $46^{\circ} 43' 34''$ East, 320.92 feet; thence South $16^{\circ} 42' 41''$ East, 1270.16 feet; thence South $28^{\circ} 19' 23''$ West, 240.68 feet; thence South $19^{\circ} 39' 52''$ East, 598.52 feet to a point lying on the Northerly line of said Section 33; thence South $88^{\circ} 39' 12''$ West, along said Northerly line, 2093.28 feet to the Northwest corner of said Section 33; thence South $00^{\circ} 37' 40''$ East, along the Westerly line of said Section 33, a distance of 3479.43 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet; thence Southwesterly, departing said Westerly line of said Section 33 and along the arc of said curve, through a central angle of $47^{\circ} 29' 47''$, an arc length of 489.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $75^{\circ} 50' 03''$ West, 476.01 feet; thence South $52^{\circ} 05' 10''$ West, 403.35 feet to its intersection with the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North $37^{\circ} 54' 50''$ West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 4789.89 feet to its intersection with the line dividing said Sections 29 and 32 of said Township and Range; thence North $37^{\circ} 53' 18''$ West, continuing along said Northeasterly right of way line, 107.32 feet; thence North $01^{\circ} 40' 54''$ West, departing said Northeasterly right of way line, 50.78 feet; thence North $51^{\circ} 26' 54''$ East, 503.73 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1040.00 feet; thence Northeasterly along the arc of said curve through a central angle of $21^{\circ} 25' 42''$, an arc length of 388.96 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $40^{\circ} 44' 03''$ East, 386.69 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 960.00 feet, through a central angle of $31^{\circ} 58' 48''$, an arc length of 535.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $46^{\circ} 00' 36''$ East, 528.90 feet; thence North $62^{\circ} 00' 00''$ East, 168.54 feet to the point of curvature of a curve concave Southerly, having a radius of 1660.00 feet; thence Northeasterly along the arc of said curve through a central angle of $25^{\circ} 22' 26''$, an arc length of 735.14 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $74^{\circ} 41' 13''$ East, 729.15 feet; thence Northeasterly along the arc of a curve concave Northwesterly, having a radius of 790.00 feet, through a central

angle of $42^{\circ}22'26''$, an arc length of 584.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $66^{\circ}11'13''$ East, 571.03 feet; thence North $45^{\circ}00'00''$ East, 11.53 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; thence Northeasterly along said arc, through a central angle of $45^{\circ}00'00''$, an arc length 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $67^{\circ}30'00''$ East, 352.07 feet; thence due East, 581.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $59^{\circ}15'00''$, an arc length of 558.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $60^{\circ}22'30''$ East, 533.87 feet; thence North $30^{\circ}45'00''$ East, 1555.61 feet to the Point of Beginning.

Parcel 3D

A portion of fractional Section 28, and a portion of Section 29, both lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North $89^{\circ}09'44''$ East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North $89^{\circ}09'44''$ East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South $08^{\circ}32'25''$ East, departing the Northerly line of said Section 28, a distance of 1323.96 feet to the Point of Beginning.

From said Point of Beginning, continue South $08^{\circ}32'25''$ East, 651.79 feet; thence South $48^{\circ}35'01''$ East, 126.37 feet; thence South $30^{\circ}45'00''$ West, 1570.67 feet to a point of curvature of a curve concave Northwesterly, having a radius of 460.00 feet; thence Southwesterly along the arc of said curve through a central angle of $39^{\circ}06'02''$, an arc length of 313.92 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $50^{\circ}18'01''$ West, 307.86 feet; thence North $20^{\circ}08'58''$ West, 34.85 feet; thence North $52^{\circ}18'18''$ East, 286.46 feet; thence North $35^{\circ}34'08''$ West, 166.53 feet; thence North $15^{\circ}45'48''$ East, 281.57 feet; thence North $77^{\circ}57'29''$ East, 313.63 feet; thence North $30^{\circ}45'00''$ East, 182.24 feet; thence North $73^{\circ}06'02''$ West, 663.14 feet; thence North $14^{\circ}28'21''$ East, 326.30 feet; thence North $02^{\circ}57'42''$ West, 497.11 feet; thence North $51^{\circ}12'03''$ East, 401.01 feet; thence North $70^{\circ}44'06''$ East, 551.17 feet to the Point of Beginning.

EXHIBIT "B"

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**ARTICLES OF INCORPORATION
OF
LAS CALINAS AMENITIES ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned hereby files these Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is Las Calinas Amenities Association, Inc. ("Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 1914 Art Museum Drive, Jacksonville, Florida 32207.

ARTICLE III

REGISTERED AGENT AND ADDRESS

Kevin L. Troup whose address is 1914 Art Museum Drive, Jacksonville, Florida 32207 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for the operation, maintenance and administration of the Common Areas within that certain tract of property described in that certain Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the public records of St. Johns County, Florida ("Declaration") and to promote the value and desirability of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

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

(d) borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

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

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest to any Lot shall be a member of the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

Class B. Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Kevin L. Troup	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Michael Mesiano	1914 Art Museum Drive Jacksonville, Florida 32207

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At the first annual meeting following such time as Declarant voluntarily relinquishes its right to vote as Declarant in Association matters, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

ARTICLE VIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers or in which they have a financial interest shall be invalid, void or voidable solely for this reason or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction or solely because his/her or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms length transactions with unrelated entities. No director or officer of the Association shall incur liability by reason of the fact that he/she is or may be interest in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.


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AMENDMENTS
Amendment of these Articles shall require the assent to seventy-five percent (75%) of the entire membership.
ARTICLE XII
DEFINITIONS
All defined terms contained in these Articles shall have the same meanings assigned to them by the Declaration.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator(s) of this Association have executed these Articles of Incorporation as of the 19 day of January, 2006.



Kevin L. Troup

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COPY

STATE OF FLORIDA)
COUNTY OF DUVAL)

}SS
}

The foregoing Articles of Incorporation were acknowledged before me this 19 day of January, 2006 by Kevin L. Troup, as Incorporator.

Charles D. Raley, Jr.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



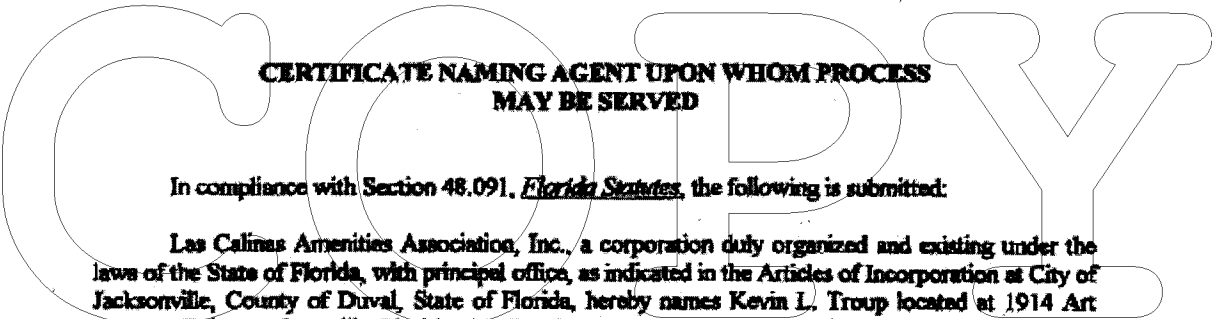
CHARLES D. RALEY, JR.
MY COMMISSION # CD 285521
EXPIRES: May 11, 2008
Bundled Time Budget Notary Services

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**CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

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

Las Calinas Amenities Association, Inc., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names Kevin L. Troup located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.



Kevin L. Troup, Incorporator

Date: January 19, 2006

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



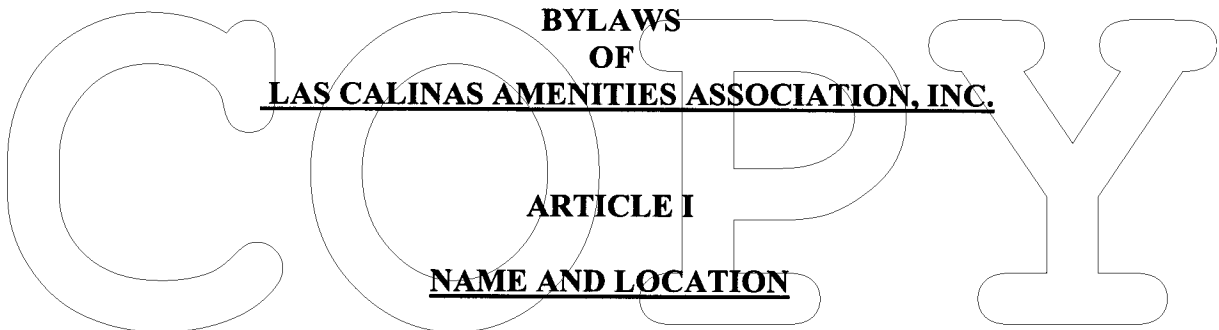
Kevin L. Troup, Registered Agent

Date: January 19, 2006

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EXHIBIT "C"



**BYLAWS
OF
LAS CALINAS AMENITIES ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is **LAS CALINAS AMENITIES ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 1914 Art Museum Drive, Jacksonville, Florida 32207, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "**Association**" shall mean and refer to **LAS CALINAS AMENITIES ASSOCIATION, INC.**, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Area**" shall mean the Common Area described in the Declaration.

Section 4. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Declarant**" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant are specifically assigned.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of Court, St. Johns County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of

the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

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

- (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

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

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

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any offices except in the case of special offices created pursuant to Section 4 of this Article.

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

(a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

(c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "LAS CALINAS AMENITIES ASSOCIATION, INC.", "Florida", and "2006".

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

MISCELLANEOUS

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

