

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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**REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
WOODS UNITS I, II, IIA, III AND IIIA**

**THIS REVIVED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE WOODS UNITS I, II, IIA, III AND IIIA** (“Revived Declaration”), made effective
SEPTEMBER 12, 2012, by **THE WOODS COMMUNITY ASSOCIATION, INC.**, a Florida
non profit corporation (“Association”), as follows:

RECITALS

A. Intercoastal Investments Incorporated of Jacksonville, a Florida corporation, and First Pennsylvania Mortgage Trust, a Massachusetts business trust (the “Developer”), Hallwood Group Incorporated, a Delaware corporation, and the Ferrer Grant Partnership, a Florida general partnership, have previously executed and recorded the following Declarations of Covenants and Restrictions and amendments thereto:

(a) Declaration of Covenants and Restrictions for The Woods Unit I recorded in Official Records Book 3638, at page 260;

(b) Declaration of Covenants and Restrictions for Unit I of The Woods Subdivision and provisions for The Woods Community Association, Inc. recorded in Official Records Book 3759, at page 421;

(c) First Amendment to Declaration of Covenants and Restrictions for Unit I of The Woods Subdivision and provisions for The Woods Community Association, Inc. recorded in Official Records Book 3874, at page 570;

(d) Second Amendment to Declaration of Covenants and Restrictions for Unit I of The Woods Subdivision and provisions for The Woods Community Association, Inc. recorded in Official Records Book 3909, at page 40;

(e) Amended Declaration of Covenants and Restrictions for The Woods Unit I, II, IIA, III, and IIIA recorded in Official Records Book 5049, at page 288;

(f) Amendment to Declaration of Covenants and Restrictions of the Woods Unit I, II, II-A, III, III-A, IV and V recorded in Official Records Book 5894, at page 2127;

(g) Declaration of Covenants and Restrictions for Unit II of The Woods Subdivision and Certain Provisions for or Relating to The Woods Community Association, Inc. recorded in Official Records Book 4512, at page 771;

(h) Declaration of Covenants and Restrictions for Unit II of The Woods Subdivision and Certain Provisions for or Relating to The Woods Community Association, Inc. recorded in Official Records Book 4798, at page 483;

(i) Declaration of Covenants and Restrictions for Unit III of The Woods Subdivision and Certain Provisions for or Relating to The Woods Community Association, Inc. recorded in Official Records Book 4375, at page 1012;

(j) First Amendment to Declaration of Covenants and Restrictions for Unit III of The Woods Subdivision and Provisions for The Woods Community Association, Inc. recorded in Official Records Book 4623, at page 856;

(k) Agreement to Extend Covenants and Restrictions recorded in Official Records Book 6372, at page 2126;

(l) Declaration of Covenants and Restrictions for Unit IIIA of The Woods Subdivision and Certain Provisions for or Relating to The Woods Community Association, Inc. recorded in Official Records Book 4798, at page 506; and

(m) Agreement to Extend Covenants and Restrictions recorded in Official Records Book 6372, at page 2126.

All of the foregoing are recorded in the public records of Duval County, Florida and are herein together referred to as the "Previous Declaration". The Previous Declaration encumbered the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("The Unit Development" or "The Woods Subdivision").

B. The Covenants and Restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

C. The organizing committee ("Organizing Committee") for the Association, consisting of:

Bonnie Burna
2436 Fallen Tree Drive West
Jacksonville, Florida 32246
(904) 220-5212

William Perry
12925 Deep Lagoon Place East
Jacksonville, Florida 32246
(904) 221-5211

Ray Krichelt
13045 Palmetto Glade Drive
Jacksonville, Florida 32246
(904) 221-8013

does hereby submit this Revived Declaration for revival pursuant to Section 720.403, Florida Statutes.

D. This Revived Declaration governs only lots that were originally encumbered by Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except as otherwise permitted by Section 720.404 (3), Florida Statutes.

E. The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of each parcel owner under the Previous Declaration. The proportional assessment obligation of each parcel owner under this Revived Declaration is the same as the proportional assessment obligation of each parcel owner under the Previous Declaration.

F. A majority of the affected parcel owners have agreed in writing to approve this Revived Declaration.

NOW THEREFORE, this Revived Declaration is hereby made effective as set forth below by the Association and shall be applicable to each lot or other parcel located within The Woods Subdivision, and shall be binding upon all present and future owners of lots or other parcels located within The Woods Subdivision, and upon all persons claiming by, through, or under such owners, as follows:

ARTICLE I.

DEFINITIONS

The following words and definitions shall apply when and where applicable:

1.1 **“Association”** shall mean “The Woods Community Association, Inc.”, a Florida non-profit corporation, and its successors and assigns.

1.2 **“Development”** shall mean The Woods.

1.3 **“Unit Development”** shall mean the respective legal descriptions of the Units as described in Schedule “A”.

1.4 **“Property”** shall mean the existing property (or sometimes “properties”) described herein as well as any additions thereto as are subject to this Declaration, excluding the common properties as more particularly hereinafter defined.

1.5 **“Common Properties”** shall mean all property, whether real or personal, owned by the Association which is and shall be used for the common benefit and enjoyment of the

owners, subject to the fee schedules and operating rules and regulations adopted by the Association.

1.6 “Family Dwelling Unit” shall mean any living unit located upon any lot within The Woods Subdivision, excluding Common Properties. Accordingly, this definition specifically includes a single family detached unit, condominium unit, townhouse unit, cooperative apartment unit, apartment unit, duplex unit and/or patio-home unit.

1.7 “Family Dwelling Lot” shall mean a lot intended for or used as a parcel of land for erection of a detached single family dwelling unit only. Therefore, this title shall not include family dwelling units which are located within a multi-family structure. Accordingly, this definition specifically excludes, without limitation, multi-family lots, patio-home lots and duplex lots.

1.8 “Multi-Family Lot” shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for multi-family dwellings, including condominium units, townhouses, co-operative apartments or departments.

1.9 “Patio-Home Lot” shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for a patio-home which generally are those homes or home sites arranged in clusters.

1.10 “Duplex Lot” shall mean an unimproved parcel of land located within the properties, excluding Common Properties, and intended for use or used as a site for a duplex unit which composes one (1) of two (2) dwelling units separated by common wall and/or support, so that the said duplex lot is occupied by or intended to be occupied by two (2) families as separate dwelling units but contiguous and utilizing a common roof and party wall.

1.11 “Unimproved Lot” or “Unimproved Parcels of Land” shall mean a platted lot upon which no dwelling structure has been substantially completed.

1.12 “Owner” shall mean the fee simple title owner of any lot defined above as shown by the public records of Duval County, Florida. Further, “Owner” shall not include any lessee or tenant of an Owner (however, a tenant may exercise certain rights of membership in the Association under the provisions of Section 4.1 and other applicable provisions of this Declaration).

1.13 “Member” shall mean a member of the Association, which shall be comprised of all owners.

1.14 “Class” shall mean a division of membership as provided herein.

1.15 “Company” shall mean First Pennsylvania Mortgage Trust, a Massachusetts business trust, its successors and/or assign.

1.16 “Developer” shall mean First Pennsylvania Mortgage Trust, a Massachusetts business trust, its successors and/or assigns.

1.17 “First Mortgagee” shall mean an institutional lender, or the Developer, where applicable, who has a bonafide first lien upon any lot within the Development, which lien has been recorded in the Official Records of Duval County, Florida.

1.18 “Intended for Use” shall mean the anticipated or designated use of various parcels within the properties.

1.19 “Affiliate” shall mean any corporation where more than fifty (50%) percentum of the voting stock is owned or controlled by the Developer and any partnership or joint venture in which the Developer has more than fifty (50%) percentum proprietary interest.

1.20 “Master Plan” shall mean the planned use development of The Woods as approved by the City of Jacksonville, Florida, under Ordinance 72-1077-535, as amended, or as may be amended from time to time.

1.21 “Assessments” shall mean charges assessed by the Association.

ARTICLE II.

THE PROPERTIES

2.1 Existing Property. All of the real property described in Schedule “A” attached hereto, excluding Common Properties, sometimes herein referred to as the “Existing Property”. The Developer intends to develop the Existing Property, future Common Properties and the Development in accordance with its Master Plan more particularly herein described. However, Developer reserves the right to review and modify the Master Plan at its sole option and discretion from time to time based upon a continuing research and design program. The Master Plan shall not bind the Developer or its successors and assigns, to adhere to its provisions in the development of the land shown thereon. Subject to its right to modify the Master Plan, Developer may, at its option, convey to the Association, as provided herein, those parcels of land designated as properties which may be transferred to the Association on the Master Plan, in the reasonable exercise of its discretion, without regard to the relative location of such portions or sections within the overall Plan. The Developer shall not be required to follow any predetermined sequence or order of improvements and developments. It may bring within the Plan all of these Covenants, additional lands and develop the same before completing the development of the Existing Properties. The Developer shall have the full power to add, subtract from or make changes in the Master Plan, regardless that such changes may alter the relative voting strength of the various classes of membership of the Association.

2.2 Common Properties. The Common Properties, as more particularly described in Section 1.5 above, shall be that real property which is owned by or hereafter shall be conveyed to the Association by the Developer for the benefit and for the use of the members of the Association, who shall acquire a right and easement of enjoyment in and to such Common Properties upon becoming an Owner. Further, any right, interest or easement in and to the Common Properties shall be strictly subject to the terms and conditions of any deed as well as the provisions of these Covenants, specifically including, without limitation, Article IV, together with other limitations and/or restrictions imposed by the Articles of Incorporation and By-Laws

of the Association and any rules and regulations promulgated thereunder or in connection herewith.

2.3 Additions to Existing Property or Common Properties. Additional lands may become subject to this Declaration in one (1) or more of the following procedures:

(a) Additions. The Developer shall have the right, without further consent of the Association, to subject to this Declaration, additional property and additional common properties in future stages of development. The additions authorized under this and the succeeding subsections hereof shall be made by filing a Declaration of Covenants and Restrictions with respect to the additional properties and/or additional common properties which shall extend the operation and effect of these Covenants and Restrictions or the Declaration to such additional property or properties. The Declaration to be filed may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the added properties, and which are not otherwise inconsistent with the Plan of this Declaration. Anything in this Amended Declaration to the contrary notwithstanding, the additional properties referred to in this paragraph 2.3(a) shall be limited to, and the scope of this paragraph shall be limited to, properties within The Planned Unit Development, provided, however, that all or any part of Hodges Boulevard may be subjected to this Declaration as above provided.

(b) Other Additions. Upon approval, in writing, of the Association pursuant to a three-fourths (3/4) vote of such membership at a duly assembled and called meeting, the Owner of any property or properties who desires to add and make subject such property or properties to the Plan of these Covenants and the jurisdiction of the Association, may file and/or record a Declaration of Covenants and Restrictions with respect to the additional property or properties which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property. The Declaration to be filed may contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient in the judgment of the Association to reflect the difference in character, if any, of the added properties and which are not otherwise inconsistent with the Plan of this Declaration.

(c) Mergers. Upon a merger or consolidation of the Association with another Association, as provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law and by the provisions hereof, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations or another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration with the Existing Properties and/or Common Properties, together with the Covenants and Restrictions established upon any other properties as one (1) plan, except as hereinafter provided. No such merger or consolidation shall affect any revocation, modification or addition to the Covenants established by this Declaration within the Existing Properties and/or existing Common Properties.

2.4 Woods Tennis and Swim Club. The Association shall operate a Tennis and Swim Club ("Club") for the purpose of proper operation and maintenance of the swimming pool facilities and tennis facilities, both present and future. All members of the Association shall be members of the Club, without initiation fee, subject to the rules and regulations of the Club as shall be established by the Board of Directors. The operation of the Club shall be funded from the annual assessments of the Association. Any special assessments for the Club shall be subject to the same requirements of other special assessments and require approval of the members.

ARTICLE III.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a member of the Association; provided, however, that any person or entity who holds such title merely as security for the performance of an obligation shall not be a member of the Association. The Developer shall be a member of the Association to the extent of lots owned by it.

3.2 Voting Rights. The Association shall have the following classes of voting membership:

(a) Class "A". Except as otherwise provided in these Declarations, Class "A" members shall be all owners, with the exception of the Developer, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote for each lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to lot. The designation of the voting member shall be made, as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

(b) Class "B". The Class "B" member shall be the Developer, its successors or assigns. Until termination of the Class "B" membership, Class "B" members shall be entitled to an equal number of votes as cumulatively held by all Class "A" members, plus one (1) additional vote. The Class "B" membership shall cease when the entire planned unit development has been platted and fee simple title to more than ninety (90%) percent of all lots in the planned unit development has been conveyed by the Developer, or its successors and assigns, at which time, Class "B" membership shall be converted to Class "A" membership.

ARTICLE IV.

PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Enjoyment of Easements by Members. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every member shall have a right and easement of enjoyment to the Common Properties, which right and easement shall pass with the transfer of title of every lot.

4.2 Title to Common Properties. Developer covenants for itself, its successors and assigns, that it shall convey to the Association by deed those parcels of land provided for in

Article II hereof, at such time, and from time to time, as the Developer, in the exercise of its sole discretion, deems advisable. Said parcels of land may be conveyed to the Association, subject to all restrictive covenants of record at the time of the conveyance.

4.3 Extent of the Easements of Members. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with By-Laws, and in accordance with the provisions of Article VI hereof, to borrow money from the Developer or any other lender for the purpose of improving and/or maintaining the Common Properties, and providing the services authorized herein, and in aid thereof to mortgage said properties; and

(b) The right of the Association, as more particularly provided in its By-Laws, to suspend the enjoyment of rights to any member or any tenant of any member for any period during which any, assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations of the Association, shall not constitute a waiver or discharge of the member's obligation to pay the assessment; and

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein; and

(d) The right of the Developer or the Association by its Board of Directors to dedicate or transfer to any public or private utility, easements upon any part or all of the Common Property, provided the same shall not materially impair the right to use the Common Properties; and

(e) The right of the Association to convey all or part of the Common Properties (including any leasehold interest) to any public agency, authority, utility or private concern for such purposes and subject to such conditions as may be agreed to by the members provided that no such sale or gift or determination as to the purposes thereof or otherwise as to the condition thereof, shall be effective unions such dedication, sale or gift has been approved in accordance with the By-Laws.

ARTICLE V.

ARTICLE V MAINTENANCE ASSESSMENTS.

5.1 Creation of the Lien and Personal Obligation. Every Owner, excluding the Developer, by accepting a deed, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association.

(a) Annual maintenance assessments or charges; and

(b) Special assessments or charges as stated in Section 5.4 of this Article, which assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon, and cost of collection therefor, as hereinafter provided, shall be a charge and continuing lien on the real property and the improvements thereupon against which each such assessment is made. Each

such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessment fell due. In the case of co-ownership of a lot, all co-owners (whether they have a divided or undivided interest) shall be jointly and severally liable for the entire amount of the assessment.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvements, maintenance and operation of the Common Properties and services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repairs, replacement and additions to Common Properties, as well as the payment of the cost of labor, equipment materials, management and supervision, necessary to carry out its authorized functions, together with the payment of principal, interest and other charges connected with loans made to the Association for the purpose of enabling the Association to perform its authorized functions.

5.3 Basis and Maximum for Annual Assessments. Commencing January 1, 1979, the annual assessment shall not exceed the following, except as otherwise provided herein:

	<u>MAXIMUM ASSESSMENTS</u>
Family Dwelling Lot (improved)	\$288 annually (\$24 per month)
Multi-Family Lot (improved)	\$288 annually (\$24 per month)
Patio-Home Lot (improved)	\$288 annually (\$24 per month)
Duplex Lot (improved)	\$288 annually (\$24 per month)
Lot (unimproved)	\$144 annually (\$12 per month)

Commencing as of January 1, 1980, the foregoing maximum annual assessments may be increased by the Board of Directors by an amount (the "maximum authorized annual adjustment") not exceeding ten (10%) percent of the maximum assessment charged (or chargeable even if not charged) for the immediately preceding year, it being the intention that the maximum increase permitted to be charged by the Board of Directors shall be computed as if all permissible increases for all prior assessment years, commencing with January 1, 1979, had in fact been charged. Any charge in excess of such maximum authorized annual adjustment shall require approval of the members in accordance with the By-laws. If the Board of Directors charges an annual assessment in an amount less than the maximum allowable, and it is subsequently determined by the Board that the amount charged should be increased, the Board shall have the power to do so ("supplemental annual assessment") but in no event shall the sum of the initial and supplemental annual assessment in any one (1) year exceed the applicable maximum plus the maximum authorized annual adjustment hereunder.

5.4 Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 5.3 of this Article, the Board of Directors may levy special assessments for the purposes set forth in Section 5.2, subject to the approval of the members in accordance with the By-Laws.

5.5 Allocation of Assessments. Notwithstanding anything herein contained to the contrary, the assessments (annual and special) charged to all improved lots shall be equal to each

other, and the assessments (annual and special) charged to all unimproved lots shall be equal to each other. Unimproved or unplatted lots owned by the Developer shall not be subject to assessment, except as expressly provided in this paragraph, anything contained in this Declaration or in any other document to the contrary notwithstanding. After 1981, the Developer may be charged annual assessments for platted, unimproved lots which are subject to this Amended Declaration. The charge therefor shall be at the rate of \$60.00 per such lot per year; and they shall be due and payable at the rate of \$5.00 per month or any part thereof, per such platted, unimproved lot. Such charges shall be subject to the same proportionate increase in assessment after 1982 as shall be charged to all other members of the Association under Section 5.3 hereof. For the purposes of the foregoing, a lot shall be deemed unimproved until a residential structure has been completed thereon and a certificate of occupancy has been issued by the appropriate governmental authority, at which time the lot shall be deemed improved. There shall be no charge to the Developer for unplatted land owned by the Developer.

5.6 Date of Commencement for Annual Assessments. The annual assessments provided herein shall be payable on a date to be fixed by the Board of Directors. Annual assessments shall be for the calendar year. The Board of Directors of the Association shall have the power to determine the manner of payment of annual assessments (such as lump sum or monthly installments) provided that the annual assessments shall be due and payable at least annually and shall not be extended from year to year. The due date of any special assessment authorized under this Article shall be fixed by the Resolution authorizing such assessment.

5.7 Duties of the Board of Directors. The duties of the Board of Directors of the Association are to fix and determine the regular annual assessments and those duties as are specifically provided for in this Declaration and in the Association's By-Laws and Articles of Incorporation. The Association shall, upon demand at any time, furnish to any lot owner liable for said assessment, a certificate, in writing, signed by the Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.8 Effect of Non-Payment of Assessment. If the assessment is not paid on the date when due, such assessment shall become delinquent. Such assessment, together with interest thereon at the highest rate permitted by law, together with all costs collection (including reasonable attorney's fees) shall become a charge and continuing lien on the lot and all improvements thereon. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation and shall not be a personal obligation of his successors in title, unless specifically assumed by them. If the assessment is not paid within thirty (30) days from its due date, the Association and/or its assigns may bring action against the Owner personally obligated to pay the same and/or foreclose the lien against the property. Any judgment entered therein shall contain an award to the Association of its reasonable attorney's fees.

5.9 Exempt Property. The following property, individuals or entities subject to this Declaration shall be exempt from the assessments and liens created herein.

(a) The grantee of and conveyances made for the purpose of granting utility easements;

(b) All Common Properties as defined herein;

(c) All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

ARTICLE VI.

FUNCTIONS OF ASSOCIATION

6.1 **Ownership and Maintenance of Common Properties.** The Association shall be authorized to own and maintain Common Properties devoted to the following areas:

(a) For roads or roadways, streets, avenues and parkways along the roads or streets throughout the properties.

(b) For sidewalks, walking paths or trails, bicycle paths and bridle paths throughout the properties and Development.

(c) For police and fire protection, including police stations and/or guardhouses, police equipment and fire stations, together with fire-fighting equipment:

(d) For health care, including hospitals, clinics or medical centers and the equipment necessary to operate such facilities;

(e) For providing any services as may be authorized by the Board of Directors in accordance with the By-Laws of the Association.

(f) For purposes which are set out in deeds by which the Common Properties are conveyed to the Association.

(g) For recreational facilities of any nature, community meeting facilities and commercial or service centers which serve or are otherwise located within the Development.

6.2 **Obligations of the Association.** The Association shall not be obligated to provide any of the functions or services specified in Section 6.1. The functions and services to be provided by the Association at any particular time shall be determined by the Board of Directors of the Association.

6.3 **Mortgage and Pledges.** The Board of Directors of the Association, after authorization by an affirmative vote of the members in accordance with the By-Laws, may mortgage the property of the Association and pledge the revenues thereof as security for loans to be made to it, for the purpose of carrying out the authorized functions of the Association.

ARTICLE VII.

ARCHITECTURAL CONTROL

7.1 **Architectural Approval.** No building, dwelling, wall, fence, swimming pool, walkway, driveway, or other structure shall be constructed, erected or maintained by anyone (excluding the Developer), under or upon the Common Properties, nor shall any landscaping be done, or shall any exterior addition to any existing structures or changes or alterations therein be made, until the liens and specifications therefor showing the nature, kind, shape, height, materials and location of the same have been submitted, to and approved, in writing, by the Architectural Control Committee, in accordance with the By-Laws and by the Developer. No dwelling, building, wall, fence, swimming pool, walkway, driveway or other structure shall be constructed, erected or maintained upon any family dwelling lots, multi-family lots, patio-home lots or duplex lots, nor shall any landscaping be done, nor shall any exterior additions or modifications to existing structures be affected by anyone (excluding the Developer) until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, by said Architectural Control Committee, and by the Developer.

ARTICLE VIII.

COVENANTS FOR THE BENEFIT OF INSTITUTIONAL FIRST MORTGAGEES

8.1 **Registry of Owners.** The Association shall at all times maintain a registry listing the names of the fee simple title owners of each lot. In the event of the sale or transfer of any lot to a third party, the purchaser and transferee shall be obligated to notify the Association, in writing, of the transaction and the interest of such transferee in such lot, together with the recording reference information for the instrument of conveyance. In addition, the transferee shall be obligated to advise the Association, in writing, of any mortgages encumbering any such lot, the amount thereof and the recording information pertaining thereto. In the absence of or failure by the Owner or mortgagee to formally and fully notify the Association of the name and address of any and all mortgagees, together with an accurate description of the lot, then and in such event, the Association shall not be obligated to furnish notice to any such mortgagee of any action taken or contemplated hereunder, but the mortgagee shall be bound thereby. The mortgagee, for its security and protection, may notify the Association of the existence of such mortgage, and upon receipt of such notice, the Association shall register such information as to the particular lot so encumbered. Thereupon, the Association shall be obligated to furnish such mortgagee notice as required by the By-Laws of the Association and/or by this Declaration, of any action to be taken under Declaration and/or By-Laws of the Association. Such notice shall be in a form and manner as otherwise prescribed herein.

8.2 **Temporary Abatement of Assessments.** An institutional first mortgagee who acquires title of a lot by virtue of foreclosure sale or deed in lieu of foreclosure, shall be responsible for the payment of assessments and charges applicable to such lot in accordance with requirements of Section 720.3085, Florida Statutes, or any statute of similar import, as the same may be amended from time to time. The previous sentence shall not exempt or abate the liability

of any mortgagee as an Owner of said property at any time during ownership, for the liability resulting from the proration upon all members and owners of the Association of sums representative of unpaid assessments or charges resulting from an allocation of unpaid assessments or charges among all Units of the said Unit, including the Unit or lot so owned by each such mortgagee.

8.3 Inspection of Books and Records by the Mortgagee. Any institutional first mortgagee who has furnished to the Association notice of its mortgage, including the name of the Owner, amount, date of execution and recording references, shall have the right to examine such books and records of the Association at any reasonable time during regular business hours or at any meeting called by the Association for the conducting of business.

8.4 Recovery of Advancement for Protection of Mortgagees' Interest. Any institutional first mortgagee who has registered with the Association as above provided may, after thirty (30) days written notice to the Association forwarded by certified mail, postage prepaid, individually or together with other mortgagees, advance and pay out taxes and other charges which are in default constitute a legal obligation of the Association which have or may become a charge against the Common Property or any portion thereof, provided, however, notwithstanding the foregoing, any institutional mortgagee, without prior notice may pay overdue premiums on hazard insurance policies or secure a new hazard insurance policy upon the lapse of any policy or insurance covering the planned unit development Common Property or portion thereof. Such mortgagees making such payments shall be entitled to reimbursement within thirty (30) days after written notice of such payment. However, the Association shall not be responsible to reimburse or to pay advancements or disbursements which do not constitute a legal obligation of the Association.

8.5 Priority in Awards for Condemnation of Other Loss. Neither this Declaration, nor any amendment or modification hereto, shall establish or grant to an Owner or any party priority over those rights of the first mortgagees of units within the planned unit development consistent with and in accordance with the rights contained in the instrument of indebtedness and security in the event that a distribution is made to unit or lot owners of condemnation awards or insurance proceeds in connection with losses to or the taking of a planned unit development Common Property.

ARTICLE IX.

GENERAL PROVISIONS

9.1 Minimum Square Footage of Dwellings. All single-family dwellings to be constructed upon a lot or lots zoned for a maximum density of two such dwellings or units per acre, shall contain a minimum of two thousand (2,000) square feet of enclosed living area. All single-family dwellings constructed upon a lot or lots zoned for a maximum density of more than two such dwellings or units per acre, but not more than four such dwellings or units per acre, shall contain a minimum of one-thousand-five-hundred fifty (1,550) square feet of enclosed living area. All other family dwelling units, including, but not limited to, patio units, apartment units, condominium units and duplex units, shall contain a minimum of seven hundred (700) square feet of enclosed living area. Specifically excluded from "enclosed living area", without

limitation, are garages, open porches, terraces, and other covered areas which are not fully enclosed for the purpose of heating and/or air conditioning consistent with the main design of the residence.

9.2 Location of Dwelling on Lot. In order that the dwellings and structures to be located upon any lots will be consistent with the ecological constraints and typography of each lot, taking into consideration the location of trees and other desirable ecological habitat, the Developer reserves for itself, its successors and assigns the right to control absolutely and solely the location of the precise site of any dwelling or structure upon all lots. Such location shall be determined only after a reasonable opportunity is granted to the lot Owner to recommend a specific site location for the dwelling and in the event an agreed location is stipulated, in writing, and to the contract of purchase, such provision shall constitute an automatic approval by the Developer for the location thereof. This section and any approval by the Developer with respect to the location, type and aesthetic appearance of any dwelling shall conform and be subject to the Code of the City of Jacksonville. The Developer may assign to the Association of Architectural Control Committee the right to make such decisions.

9.3 Completion of Construction. Construction of all single-family dwellings and patio home units must be completed within six (6) calendar months after commencement of construction or the filing of a Notice of Commencement, whichever is the earlier. Construction of all other dwellings must be completed within one (1) year (twelve calendar months) after the commencement of construction or the filing of a Notice of Commencement, whichever is the earlier. However, the builder or Owner, whichever is applicable, shall be entitled to an automatic extension as result and during the duration of unlawful strikes, national emergencies, civil disruption, acts of war or of God. In addition, the Developer, upon written application from affected parties, in its sole discretion, may grant such extension or extensions as it may deem reasonable and necessary to permit the completion of construction beyond the time required hereunder where the extension will prevent substantial hardship to builder or Owner. Notwithstanding the failure to complete such construction within such time periods, whether or not so extended by the Developer, the assessments respecting such lots shall, upon the expiration of such time period, be computed on the basis of an improved lot. The foregoing shall be in addition to any other remedy which the Developer or Association may have.

9.4 Upkeep and Maintenance of Dwellings and Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on any family dwelling lot or family dwelling unit which shall tend to decrease the effect of the aesthetic appearance of the development or specific areas therein.

9.5 Conduct of Residents. No noxious or offensive activity shall be conducted or carried on, in or upon any lot or family unit. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become noxious, dangerous, unsightly, unpleasant, or which shall otherwise diminish or destroy the aesthetic appearance or quite enjoyment of residents or tenants within the development. The Association, and its officers and agents, hereby is specifically authorized to enter upon any lot and remove or correct any such condition and the Owner and tenant thereof shall be responsible for all reasonable fees, charges and expenses incurred in the correction of removal of such condition, object or thing.

9.6 Insect and Fire Control. In order to implement effective insect, reptile and fire control, the Developer reserves the right for itself, the Association and the agents of both, to enter upon any lot and mow, remove, clear or cut underbrush, weeds and other unsightly growth which, in the sole discretion of the Developer, detracts from the aesthetic appearance, safety and quiet enjoyment of the residents or Owners of the Development. The Association and/or the Developer, whichever perform such service, shall be entitled to be paid for such services, including a reasonable sum for the time of personnel and machinery by the Owner of the lot. Such statement shall be mailed to the last-known address of the Owner as may be determined from the books of the Association or the public records of Duval County, and the said costs are to be paid within thirty (30) days after such notice, failing which the Developer and/or the Association, whichever is applicable, shall file a Claim of Lien and the same shall constitute a lien upon the said Owner's lot until all amounts, together with interest at the highest rate permitted by law, has been duly paid. The entrance by the agents or representatives of the Developer and/or the Association for the purpose of mowing, cutting, clearing or pruning shall not constitute a trespass, and the Developer and the Association reserves unto themselves the right and easement to enter upon any such lot prior to construction or improvement for the clearing, cutting and removal as aforementioned, and to likewise enter upon such lot to remove unsightly trash, garbage and other waste matter. The Developer and/or the Association, whichever is applicable, shall be entitled to a reasonable charge for its services, and the same shall constitute a lien in the same manner as aforesaid. The provisions of this Section shall not constitute an obligation on the part of the Developer and/or the Association to mow, cut, clear or prune or otherwise remove garbage or trash from any lot or unit of the Development.

9.7 Signs. No commercial signs, including "For Rent," "For Sale", and other similar signs shall be erected or maintained on any lot, except with the written permission of the Developer or except as may be required by legal proceedings. The Developer reserves the right to restrict size, color and content of signs permitted by it to be erected upon any lot or unit within the Development. Property identification and street numbers not exceeding combined total of more than two (2) square feet shall not be erected without the written permission of the Developer.

9.8 Parking spaces for Boats, Trailers and Trucks. Each lot and unit Owner shall provide space for two (2) automobiles off the street prior to the occupancy of any dwelling constructed on any said lot or unit in accordance with reasonable standards which from time to time may be established by the Developer. No boats, boat trailers, trucks (other than pick-up trucks), motor homes or recreational vehicles shall be parked on any lot or unit except within a specifically barricaded and screened area, so that such vehicle cannot be observed from the street. Commercial vehicles for pick up and delivery services only may, on a temporary basis, constitute an exception to this Section.

9.9 Garbage Receptacles. Each lot and unit Owner shall provide a receptacle for garbage and a screened area not within the general visibility of the roads and streets or otherwise provide underground garbage receptacles in accordance with standards established by the Developer and/or the Association.

9.10 Sanitary Sewerage. Prior to the occupancy of a residence on any lot or unit, proper and suitable provisions shall be made for the disposal of sewerage by connection with the

sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer, its licensees, successors or assigns. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners, their successors or assigns, shall connect up to and be serviced by this Utility and no other. The Utility, its licensees, successors or assigns, shall operate and maintain the sewerage systems, including the sewerage treatment plant in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewerage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State Board of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewerage disposal system on any lot so long as the Utility shall furnish or agree to furnish said lot adequate sewerage disposal.

9.11 Water Service. No private water wells may be drilled or maintained on any residential lot, except as hereinafter set forth, so long as the Utility, its licensees, successors, agents or assigns, plans to install or has installed a water pressure in such line adequate for such normal household use in dwellings served by such distribution line. The Utility, its licensees, successors and assigns, shall lay and maintain water lines accessible to each lot so as to properly service each lot with potable water and the Utility will maintain sufficient pressure on said water lines so that users may have ample supply at all times subject only to acts of God or other conditions beyond the control of the Utility. The Utility shall have the exclusive right and duty to service the lots and improvements constructed thereon which are the subject of these provisions, and the lot and unit owners, their successors and assigns, shall be obligated to use the same and no other. Each homeowner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for said well is to provide water for lawn, ornamental shrubs and outdoor plantings.

9.12 Water and Sewerage Charges. The connection fees and charges for water and sewer services shall be as established by the Utility and as regulated by appropriate governmental authorities.

9.13 Garages. All garages constructed by the Owners of said lots or units must be constructed as part of the same building as the residence building, such garage being considered as a part of such residence building and its construction shall be governed by the Restrictive Covenants contained herein governing residences.

9.14 Utility Easements. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement and right to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in, under or over the following:

- (a) The rear ten (10) feet of each lot; and
- (b) As to the size of each lot, a single easement along and parallel to one side lot line, which easement shall be ten (10) feet in width, or at the Developer's sole discretion, easements along each of the two opposite side lot lines, which easements shall aggregate ten (10)

feet, in width, and the respective widths of which shall be determined by the Developer, in the sole exercise of its discretion.

(c) Anything herein contained to the contrary notwithstanding, there shall be a minimum of ten (10) feet of space between adjacent structures of improvements, which may be erected upon each lot within this unit of the subdivision.

(d) In the event of a corner lot, the Developer shall in the exercise of its sole discretion, determine which is the front lot line and which are the side lot lines.

(e) Each Owner shall be obligated to indicate on his plans for improvements submitted pursuant to Article 7.2 hereof, the location of all of said easements.

(f) In addition to the foregoing, the Developer, and its successors and assigns, may, within the easements so reserved, cut drainways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety and appearance.

Such easements and rights expressly include the rights to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations and tanks within residential areas upon walkways, roadways, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any lot with the permission of the Owner thereof. Such rights may be exercised by any licensee of the Developer, but this reservation shall not be construed as an obligation of the Developer to provide or maintain any such utility or service.

9.15 Temporary Structures. Subject to the provisions of Section 9.25, no structure of a temporary character shall be placed upon any lot at any time. Further, permissible temporary structures located or erected under the provisions of Section 9.26 shall not at any time be used as a resident or permitted to remain on the lot after the time specified for removal under Section 9.25.

9.16 Mobile Homes. Other than temporary location of trailers or mobile homes for Contractors as permitted under Section 9.25, no trailer or mobile home shall be placed on any lot at any time.

9.17 Storage Facilities. No fuel tanks or similar storage receptacle may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required in Section 9.18 herein, or buried underground.

9.18 Screening Fences. Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance and location, must be approved by the Developer prior to construction.

9.19 Trees. No trees may be removed without the written approval of the Developer, unless located within ten (10) feet of the main dwelling, or within ten (10) feet of the approved site for such building.

9.20 Duration and Amendments. The Covenants and Restrictions of this Declaration shall run with and bind the land and inure to the benefit of and be enforceable by the Association, Developer or the Owner of any land subject to this Declaration by respective legal representatives, heirs, successors and assigns for a period of twenty (20) years from the date this Declaration is recorded after which time Covenants shall be automatically extended for successive periods of ten (10) years unless the members, in accordance with the By-Laws, approve the duration change in the Covenants and Restrictions. The Covenants may be amended at any time by the members in accordance with the By-Laws. The Developer shall not, by reason of the authority herein reserved, have the right to alter the amount or method of determination of annual or special assessments.

9.21 Notices. Any notice required to be furnished to any member, owner, or mortgagee, under the provisions of this Declaration, shall be conclusively deemed to have been properly submitted and given when mailed, postage prepaid, by United States Mail, to the last-known address of the person who appears as such member, owner or mortgagee on the records of the Association at the time of such mailing. Notice to one (1) or more co-owners of any family dwelling unit, multi-family lot, patio-home lot or duplex unit shall constitute notice to all other co-owners. It shall be the obligation, of every member, owner and mortgagee to immediately notify the Secretary of the Association in writing of any change of address.

9.22 Enforcement. Enforcement of these Covenants and Restrictions may be by any proceeding in Court of competent jurisdiction against anyone violating or threatening to violate the Covenants and Restrictions or circumvent any such Covenants and Restrictions, such proceeding to restrain violation and/or to recover damages therefor, and may include an action against the land as well as to enforce any lien created hereby. Failure by the Association, Developer or any Owner to enforce any Covenant or Restriction herein contained shall not at any time be deemed a waiver or estoppels of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorney's fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

9.23 Severability. If any Covenant or Restriction herein contained or any Article, Section, Sub-Section, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

9.24 Construction and Interpretation. The Board of Directors of the Association shall have the right to decide all issues arising in connection with this Declaration of Covenants and

Restrictions and to construe and interpret its provisions. Accordingly, such construction and/or interpretation shall be final and binding upon all parties affected thereby and in all questions of law, this instrument shall be construed under the laws of the State of Florida. In all cases, the provisions hereof shall be given that interpretation or construction which best effects the consummation of the general and Master Plan. To the extent that any improvement heretofore constructed was in compliance with any Covenants and Restrictions in effect at the time of such construction, which Covenants and Restrictions are being replaced hereby, then said improvement, as long as the same shall exist, shall not be deemed in violation hereof.

9.25 Temporary Accommodations for Builders. Contractors and Subcontractors who are actively engaged in the erection of any improvement on a lot shall be entitled to locate upon such lot trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the constructions of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days from the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any lot beyond the actual time for construction plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these Covenants and Restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

9.26 Legal Organization of Developer and Restrictions on Liability. The name First Pennsylvania Mortgage Trust refers to the Trustees (as Trustees, but not individually) under a Declaration of Trust dated as of March 31, 1970, as amended, to which reference is hereby made (and a copy of which is on file with the Secretary of the Commonwealth of Massachusetts), and as provided therein, no Trustee, officer, agent or shareholder of said Trust shall be held to any personal liability in connection with any obligation entered into or incurred on behalf of said Trust, and any person dealing with said Trust, shall look solely to the Trust Estate for the payment of any claim or for the performance of any obligation thereof.

9.27 Potential Conflicts with Chapter 720, Florida Statutes. In the event of any conflict or any ambiguity between the terms of this Revived Declaration and the provisions of Chapter 720, Florida Statutes (or any law of similar import), as the same may be amended from time to time (together "Chapter 720"), the provisions of Chapter 720 shall control.

9.28 Exhibits. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by legal and graphic descriptions described on Exhibit A attached hereto and made a part hereof. The name of each parcel owner and the description of each parcel subject to this Revived Declaration is set forth on Exhibit B attached hereto and made a part hereof. A true and correct copy of the Association's Articles of Incorporation is attached hereto as Exhibit C, which is hereby made a part hereof, and a true and correct copy of the Association's Bylaws is attached hereto as Exhibit D, which is hereby made a part hereof. In accordance with Section 720.407, Florida Statutes, a true and correct copy of the letter of approval of this Revived Declaration from the Department of Economic Opportunity, State of Florida, is attached hereto as Exhibit E, which is hereby made a part hereof.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

**THE WOODS COMMUNITY
ASSOCIATION, INC.**, a Florida
non profit corporation

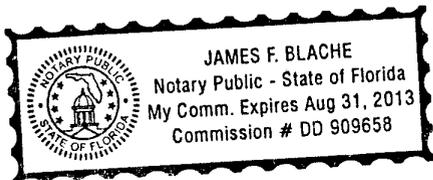
Caryn Scott
Name Printed: CARYN SCOTT

By: *S.M. Thomaston*
Name Printed: STEVEN M. THOMASTON
Title: PRESIDENT

Earl E. Pothard
Name Printed: Earl E Pothard

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 27th day of September 2012, by Steven M. Thomaston as President of The Woods Community Association, Inc., a Florida non profit corporation, on behalf of the corporation.



James F Blache
Notary Public, State of Florida at Large
Print Name: JAMES F Blache
Commission # DD 909658
My Commission Expires: August 31, 2013
He/she is: [check one]:
Personally known
OR Produced I.D. _____
Type of Identification Produced _____

Exhibit "A"

1. Unit I of The Woods as recorded in Plat Book 35, pages 15, 15A, 15B, 15C
2. Unit II of The Woods as recorded in Plat Book 34, pages 15, 15A
3. Unit II-A of The Woods as recorded in Plat Book 34, pages 65, 65A
4. Unit III of The Woods as recorded in Plat Book 35, pages 92, 92A
5. Unit III-A of The Woods as recorded in Plat Book 36, pages 66, 66A

All of the above referenced plats are recorded in the public records of Duval County, Florida.

PLAT BOOK 35 PAGE 15B

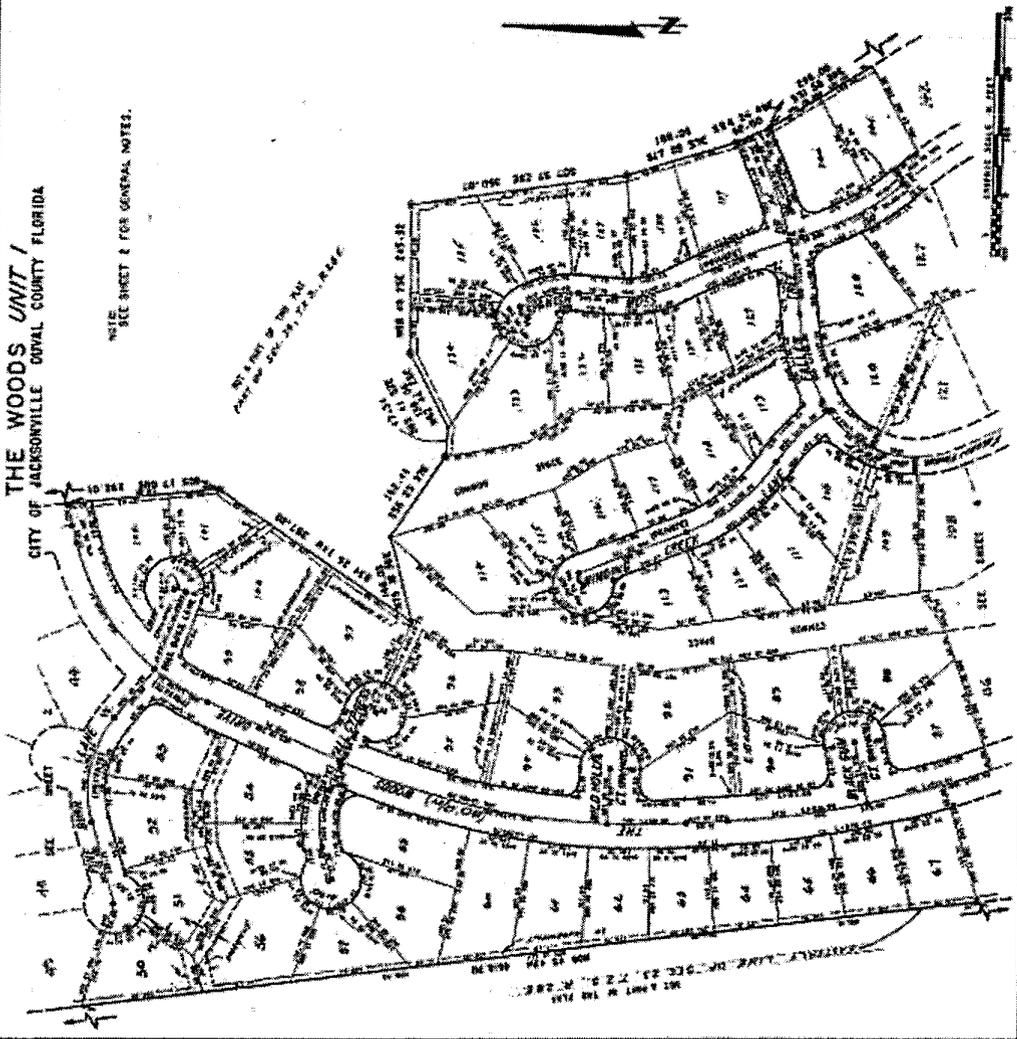
SHEET 3 OF 4

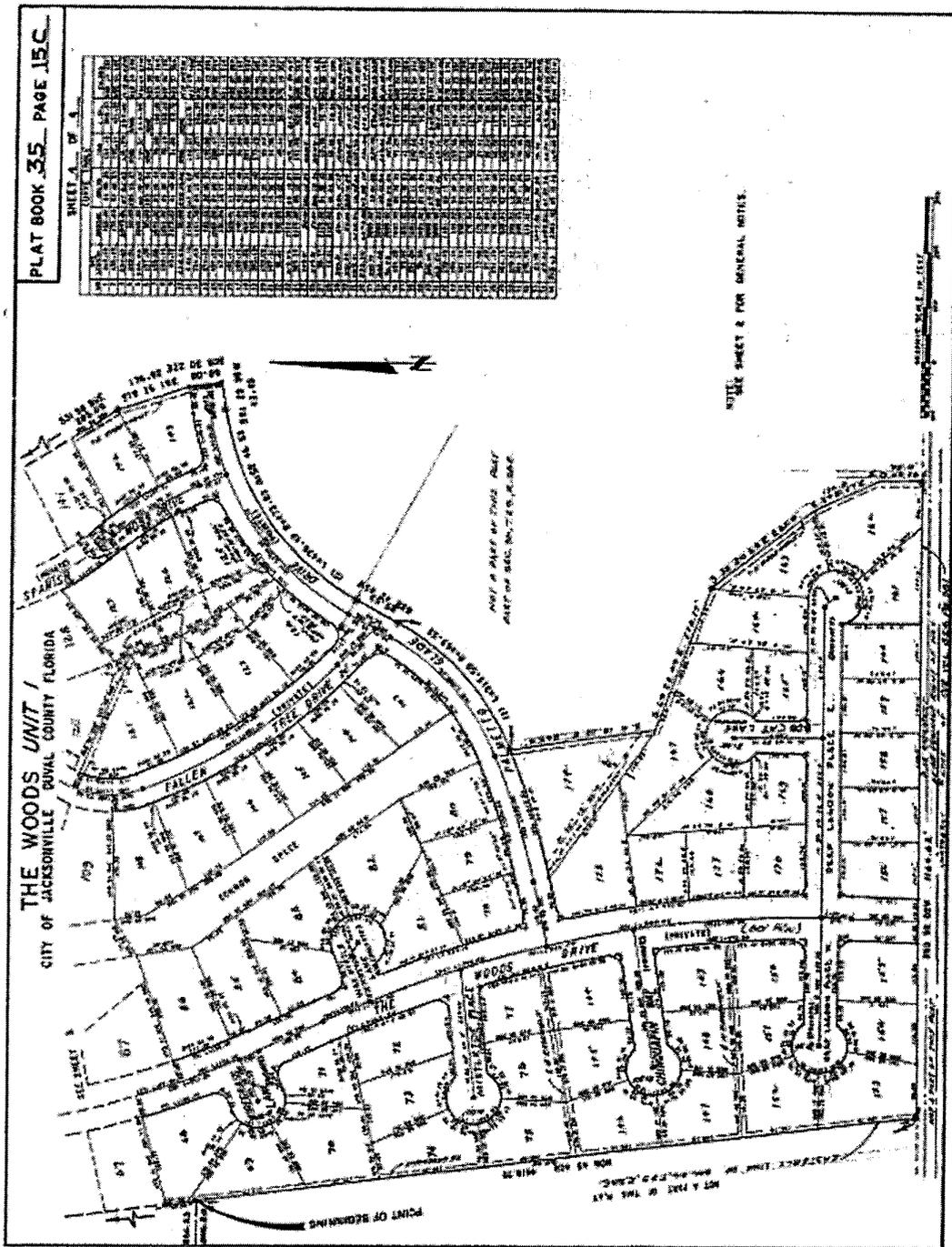
THE WOODS UNIT / JACKSONVILLE DUVAL COUNTY FLORIDA

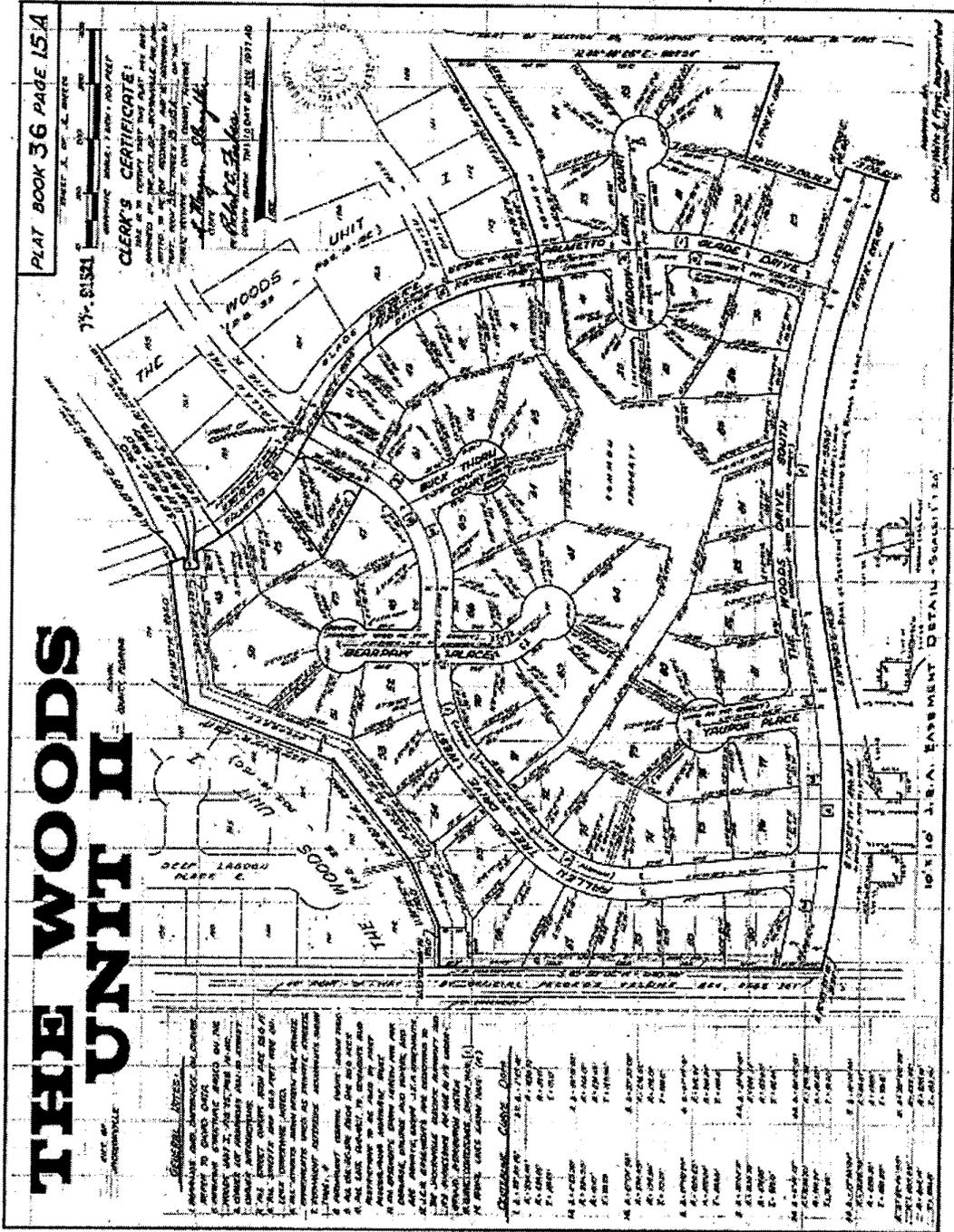
NOTE: SEE SHEET 2 FOR GENERAL NOTES.

21.5 ACRES OF 100 AC. PLAT IN SEC. 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Block	Area (Acres)	Owner	Address
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
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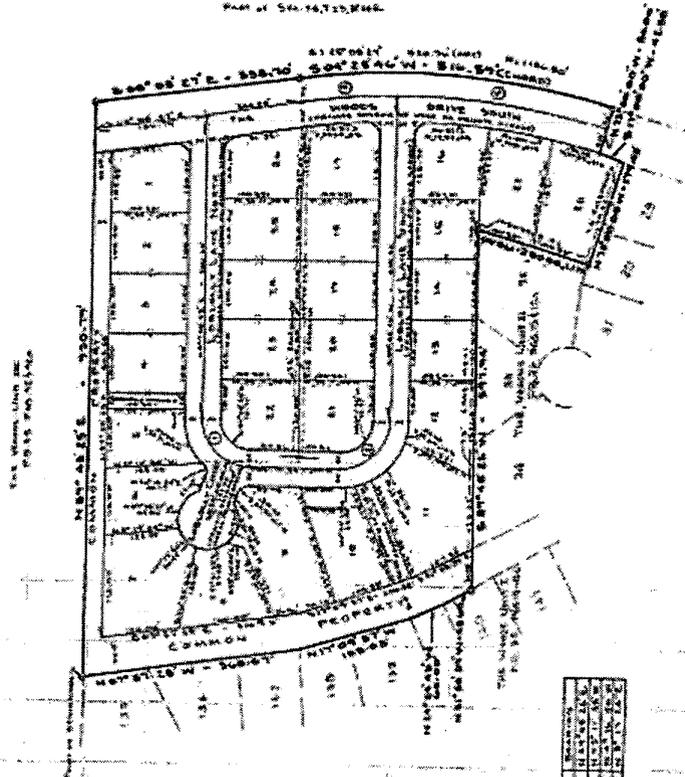
PLAT BOOK 36 PAGE 659



THE WOODS UNIT II-A

CITY OF JACKSONVILLE
COUNTY FLORIDA

- LEGEND**
1. BOUNDING AND DISTANCE SURVEYS
 2. EXISTING AND PROPOSED DRIVEWAYS
 3. EXISTING AND PROPOSED DRIVEWAYS
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 100. EXISTING AND PROPOSED DRIVEWAYS



Centerline Curve Table

Station	Chord	Angle	Radius	Chord	Angle	Radius
1+00.00	100.00	90.00	100.00	100.00	90.00	100.00
1+10.00	100.00	90.00	100.00	100.00	90.00	100.00
1+20.00	100.00	90.00	100.00	100.00	90.00	100.00
1+30.00	100.00	90.00	100.00	100.00	90.00	100.00
1+40.00	100.00	90.00	100.00	100.00	90.00	100.00
1+50.00	100.00	90.00	100.00	100.00	90.00	100.00
1+60.00	100.00	90.00	100.00	100.00	90.00	100.00
1+70.00	100.00	90.00	100.00	100.00	90.00	100.00
1+80.00	100.00	90.00	100.00	100.00	90.00	100.00
1+90.00	100.00	90.00	100.00	100.00	90.00	100.00
2+00.00	100.00	90.00	100.00	100.00	90.00	100.00

PREPARED BY
ENGINEERING FIRM

**Exhibit B
(Parcel Owners)**

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0438	THE WOODS UNIT 1	0170	0000	WOODS COMMUNITY ASSOCIATION INC	12907	DEEP LAGOON	PL	WEST
R-167444-0376	THE WOODS UNIT 01	0139	0000	HINDMAN ROGER W ET AL & GLOGER VICKI LYNNE	2235	SPANISH MOSS	DR	
R-167444-0124	THE WOODS UNIT 1	0012	0000	BRANNEN JAN K & WILLIAM M	12856	FIRETHORN	LN	
R-167444-0414	THE WOODS UNIT 1	0158	0000	BRODT ANN E & ROGER W	12928	DEEP LAGOON	PL	EAST
R-167444-0142	THE WOODS UNIT 1	0021	0000	CATALAN ABELARDO B & PILAR L	12855	GREENMEADOW	PL	
R-167444-0152	THE WOODS UNIT 1	0026	0000	DIEKEN CONRAD L & MARY D	12836	RABBIT RUN	LN	
R-167444-0405	THE WOODS UNIT 1	0154	0000	HALADYNA MARGARET	12854	DEEP LAGOON	PL	WEST
R-167444-0182	THE WOODS UNIT 1	0041	0000	HEDGES GERALD L & JANE L	2030	THE WOODS	DR	
R-167444-0320	THE WOODS UNIT 1	0110	0000	JELSMAN DENNIS G ET AL & BOWMAN MARTHA E R/S LEASE GOODWIN MEREDITH & ROY D & MARLENE A LIFE	2238	WINDING CREEK	LN	
R-167444-0410	THE WOODS UNIT 1	0156	0000	ESTATE & LEASE STEPHANIE & SPEIGHT HEATHER	12910	DEEP LAGOON	PL	EAST
R-167444-0134	THE WOODS UNIT 1	0017	0000	NIPPER JAMES L & CHERYL L OSIECKI ARTHUR E & MADELINE L, OSIECKI ARTHUR E &	1818	THE WOODS	DR	
R-167444-0184	THE WOODS UNIT 1	0042	0000	MADELINE REALTY TRUST	2034	THE WOODS	DR	
R-167444-0362	THE WOODS UNIT 1	0132	0000	PROPST MICHAEL & CHERYL	2170	SPANISH MOSS	DR	
R-167444-0148	THE WOODS UNIT 1	0024	0000	RAY ALBERT W & ANNIE M	12825	GREENMEADOW	DR	
R-167444-0220	THE WOODS UNIT 1	0060	0000	STEPHENS HUGH J & DIANE E	2156	THE WOODS	PL	
R-167444-0264	THE WOODS UNIT 1	0082	0000	SULLIVAN MARY ANN	12928	WAX MYRTLE	LN	
R-167444-0372	THE WOODS UNIT 1	0137	0000	TEMPLE KEITH C ET AL & DOLORES C T/C	2205	SPANISH MOSS	DR	
R-167444-0300	THE WOODS UNIT 1	0100	0000	THOMAS KENNETH L & EILEEN E	12918	PINE BURR	LN	EAST
R-167444-0356	THE WOODS UNIT 1	0129	0000	ACHORN LAURA & MATTHEW	12969	FALLEN TREE	DR	WEST
R-167444-0294	THE WOODS UNIT 1	0097	0000	ANDRIOLA CHRISTOPHER MICHAEL & JESSICA LEIGH	12921	TALL CYPRESS	CT	
R-167444-0326	THE WOODS UNIT 1	0113	0000	BATTEN LARRY D	2206	WINDING CREEK	LN	
R-167444-0334	THE WOODS UNIT 1	0118	0000	BEASLEY DON	2227	WINDING CREEK	LN	
R-167444-0178	THE WOODS UNIT 1	0039	0000	BENNETT MICHELLE & SCOTT	12876	GREENMEADOW	PL	
R-167444-0418	THE WOODS UNIT 1	0160	0000	BLANCHARD MARK & SUSAN	12938	DEEP LAGOON	PL	EAST
R-167444-0360	THE WOODS UNIT 1	0131	0000	BOGART KIMBERLY & MICHAEL S	2214	SPANISH MOSS	DR	
R-167444-0228	THE WOODS UNIT 1	0064	0000	BOTTO ALICE R & JOHN ANTHONY	2220	THE WOODS	DR	EAST
R-167444-0346	THE WOODS UNIT 1	0124	0000	BOWAN JONATHAN B & PENELOPE A	12959	FALMETTO GLADE	DR	
R-167444-0308	THE WOODS UNIT 1	0104	0000	BULLOCK DONNA JEAN R/S & PRIEM JEAN MAXINE ET AL BURCHARD SCOTT A & CYNTHIA J & HUFFORD RICHARD	2276	FALLEN TREE	DR	WEST
R-167444-0156	THE WOODS UNIT 1	0028	0000	FRANCIS POSR	12856	RABBIT RUN	LN	
R-167444-0396	THE WOODS UNIT 1	0149	0000	BURNETT TIMOTHY L	2336	THE WOODS	DR	
R-167444-0288	THE WOODS UNIT 1	0094	0000	BUTTACAVOLI CHRISTOPHER J & KRISTEN S	2157	THE WOODS	DR	
R-167444-0332	THE WOODS UNIT 1	0117	0000	CANINO ELSA & MANUEL CAROCCIO FAMILY TRUST & CAROCCIO FRANK J &	2209	WINDING CREEK	LN	
R-167444-0176	THE WOODS UNIT 1	0038	0000	CARLENE C CARPENTER RICHARD M 25% INT, RICHARD N ET AL LIFE ESTATE & CAULKINS MARIAN L LIFE ESTATE & MARIAN L	12866	GREENMEADOW	PL	
R-167444-0272	THE WOODS UNIT 1	0086	0000	CAULKINS	2257	THE WOODS	DR	EAST
R-167444-0246	THE WOODS UNIT 1	0073	0000	CARRIERO GLENN A & LYVONNE S	12853	MISTLETOE	PL	
R-167444-0340	THE WOODS UNIT 1	0121	0000	CAUSEY DAVID A	2251	FALLEN TREE	DR	WEST
R-167444-0212	THE WOODS UNIT 1	0056	0000	COOK ROBERT W & MARY ELLEN D	12847	TALL CYPRESS	CT	
R-167444-0342	THE WOODS UNIT 1	0122	0000	CORNERSTONE HOMES LLC	2257	FALLEN TREE	DR	WEST

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Str.	Direction
R-167444-0280	THE WOODS UNIT 1	0090	0000	CROUCH PHILLIP E	2223	THE WOODS	DR	WEST
R-167444-0108	THE WOODS UNIT 1	0004	0000	CUMMINGS GAIL M & WILLIAM M	12864	SQUIRREL TREE	CT	
R-167444-0302	THE WOODS UNIT 1	0101	0000	CUNNINGHAM LINDA H	12917	PINE BURR	LN	EAST
R-167444-0234	THE WOODS UNIT 1	0067	0000	CURLEY R M R/S & JACK ET ALL	2242	THE WOODS	DR	WEST
R-167444-0284	THE WOODS UNIT 1	0092	0000	CURRY SIDNEY W & JESSICA DALESSANDRO GUIDO & PEREA HENRY R/S & MARIANA ET AL	12926	WILD HOLLY	CT	
R-167444-0236	THE WOODS UNIT 1	0068	0000	ET AL	12861	WIREGRASS	LN	
R-167444-0388	THE WOODS UNIT 1	0145	0000	DEMARIA RANDY	12853	CHINQUAPIN	WAY	
R-167444-0432	THE WOODS UNIT 1	0167	0000	DIONNE JAYNE T & MICHAEL J	2334	BOB CAT	LN	
R-167444-0322	THE WOODS UNIT 1	0111	0000	DREIBELBIS DAVA SADLER	2230	WINDING CREEK	LN	
R-167444-0344	THE WOODS UNIT 1	0123	0000	DRYDEN BETH A & MICHAEL P	2271	FALLEN TREE	DR	WEST
R-167444-0392	THE WOODS UNIT 1	0147	0000	SCHWARTZ, HOWARD AND DUNN KATE C JTRS	12850	CHINQUAPIN	WAY	
R-167444-0378	THE WOODS UNIT 1	0140	0000	EASTER KIMBERLY J & TIMOTHY L	2241	SPANISH MOSS	DR	
R-167444-0244	THE WOODS UNIT 1	0072	0000	ECKMAN CHRISTOPHER B & ELIZABETH A	2278	THE WOODS	DR	EAST
R-167444-0382	THE WOODS UNIT 1	0142	0000	ENGLESE GINA M	2265	SPANISH MOSS	DR	
R-167444-0242	THE WOODS UNIT 1	0071	0000	FERRELL MICHAEL T	2262	THE WOODS	DR	WEST
R-167444-0390	THE WOODS UNIT 1	0146	0000	FORE PETER F & LAVONIA L	12851	CHINQUAPIN	WAY	
R-167444-0106	THE WOODS UNIT 1	0003	0000	FOURNILLER MARTIN CHARMAINE J	12875	SQUIRREL TREE	CT	
R-167444-0252	THE WOODS UNIT 1	0076	0000	FREDERICK WENDY C	12854	MISTLETOE	PL	
R-167444-0208	THE WOODS UNIT 1	0054	0000	FREEMAN MANUELA MONIKA	2124	THE WOODS	DR	WEST
R-167444-0150	THE WOODS UNIT 1	0025	0000	GARFIELD PETER J	12815	RABBIT RUN	LN	
R-167444-0182	THE WOODS UNIT 1	0046	0000	GOFF GARY D	12861	PINE BURR	CT	
R-167444-0260	THE WOODS UNIT 1	0080	0000	GRAY FRANK JR	12939	PALMETTO GLADE	DR	
R-167444-0318	THE WOODS UNIT 1	0109	0000	GREENE KENNETH L	2240	FALLEN TREE	DR	WEST
R-167444-0354	THE WOODS UNIT 1	0148	0000	GRENIER DANNY R	12854	CHINQUAPIN	WAY	
R-167444-0168	THE WOODS UNIT 1	0034	0000	GRIFFIN DAVID R & LORI K	12885	RABBIT RUN	LN	
R-167444-0158	THE WOODS UNIT 1	0029	0000	GULICK ROBERT K & KIMBERLI R	12866	RABBIT RUN	LN	
R-167444-0240	THE WOODS UNIT 1	0070	0000	GUTHRIE DOROTHY HENLEY	12850	WIREGRASS	LN	
R-167444-0422	THE WOODS UNIT 1	0162	0000	GUY CHARLES L	12950	DEEP LAGOON	PL	EAST
R-167444-0190	THE WOODS UNIT 1	0045	0000	HAMMERER JOHN J JR & NANCY F & HAMMERER FAMILY				
R-167444-0366	THE WOODS UNIT 1	0134	0000	TRUST	12863	PINE BURR	CT	
R-167444-0386	THE WOODS UNIT 1	0144	0000	HAND JACK G JR	2156	SPANISH MOSS	DR	
R-167444-0396	THE WOODS UNIT 1	0144	0000	HAYES DENNIS E	2330	THE WOODS	DR	WEST
R-167444-0310	THE WOODS UNIT 1	0105	0000	HELQUIST JONATHAN	2268	FALLEN TREE	DR	WEST
R-167444-0136	THE WOODS UNIT 1	0018	0000	HEMSLEY THOMAS L IV & ERIN S	12885	GREENMEADOW	PL	
R-167444-0262	THE WOODS UNIT 1	0081	0000	HERSOM RONALD A	2303	THE WOODS	DR	WEST
R-167444-0442	THE WOODS UNIT 1	0172	0000	HERVEY EURMON JR & JOY GORHAM	2333	THE WOODS	DR	WEST
R-167444-0350	THE WOODS UNIT 1	0126	0000	HOLLANDER HAROLD H & ANN M	2264	SPANISH MOSS	DR	
R-167444-0146	THE WOODS UNIT 1	0023	0000	HORN DAVID C ET AL & JACOBS RENEE J R/S	12835	GREENMEADOW	PL	
R-167444-0380	THE WOODS UNIT 1	0141	0000	HOUSTON STANLEY J & WANDA S	2251	SPANISH MOSS	DR	
R-167444-0254	THE WOODS UNIT 1	0077	0000	HUDNELL TAMERA C ET AL & ANDRE JR	2316	THE WOODS	DR	WEST
R-167444-0249	THE WOODS UNIT 1	0074	0000	JARVIS GEORGE A & ANNA K	12851	MISTLETOE	PL	
R-167444-0194	THE WOODS UNIT 1	0047	0000	JEWELL ELWOOD L	12855	PINE BURR	LN	WEST
R-167444-0270	THE WOODS UNIT 1	0085	0000	JONES ROBERT & NOVELLA	2261	THE WOODS	DR	WEST

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0384	THE WOODS UNIT 1	0143	0000	KEASLER DAVID CHAPMAN & KEASLER DAVID CHAPMAN TRUST	2275	SPANISH MOSS	DR	
R-167444-0278	THE WOODS UNIT 1	0089	0000	KEISTER DONALD W	12921	BLACK GUM	CT	
R-167444-0166	THE WOODS UNIT 1	0033	0000	KENNE GREGORY A & KELLY G	1922	THE WOODS	DR	
R-167444-0122	THE WOODS UNIT 1	0011	0000	KELUSKI LOUIS J JR & CONNIE S	12855	FIRETHORN	LN	
R-167444-0138	THE WOODS UNIT 1	0019	0000	KRAFT JEFFREY M	12875	GREENMEADOW	PL	
R-167444-0328	THE WOODS UNIT 1	0114	0000	KREUZ CHADWICK J ET AL & WHITMORE TERA J KURKOWSKI LARRY H POSR & JEAN L POSR &	2157	WINDING CREEK	LN	
R-167444-0210	THE WOODS UNIT 1	0055	0000	KURKOWSKI TRUST	12853	TALL CYPRESS	CT	
R-167444-0338	THE WOODS UNIT 1	0120	0000	LEWIS ROBERT B & SIBYLLE E	12952	FALLEN TREE	DR	NORTH
R-167444-0420	THE WOODS UNIT 1	0161	0000	LILLEY JAMES W	12942	DEEP LAGOON	PL	EAST
R-167444-0128	THE WOODS UNIT 1	0014	0000	LUCAS JOHN ANTHONY	12876	FIRETHORN	LN	
R-167444-0118	THE WOODS UNIT 1	0008	0000	LUGO-LOPEZ ANGEL A & SHEILA S	1712	THE WOODS	DR	
R-167444-0314	THE WOODS UNIT 1	0107	0000	MAGNER PATRICK F ET AL & ROSE T JTR/S	2254	FALLEN TREE	DR	WEST
R-167444-0172	THE WOODS UNIT 1	0036	0000	MAIR'S DONALD B & RITA	12826	GREENMEADOW	DR	
R-167444-0232	THE WOODS UNIT 1	0086	0000	MANN L CHARLES & CAROLINE H	2234	THE WOODS	PL	WEST
R-167444-0265	THE WOODS UNIT 1	0083	0000	MARTY NATHANIEL T & CHELSY L	12921	WAX MYRTLE	LN	
R-167444-0120	THE WOODS UNIT 1	0010	0000	MASTERS CHAD M	12875	FIRETHORN	LN	
R-167444-0276	THE WOODS UNIT 1	0088	0000	MATTHEWS JASON & ROBERTA	12926	BLACK GUM	CT	
R-167444-0140	THE WOODS UNIT 1	0020	0000	MCCARTHY WILLIAM T & JEANELL J	12865	GREENMEADOW	PL	
R-167444-0400	THE WOODS UNIT 1	0151	0000	MCKAY DONALD R	12855	DEEP LAGOON	PL	WEST
R-167444-0110	THE WOODS UNIT 1	0005	0000	MCKINNON ROGER D & SHERRY	12876	SQUIRREL TREE	CT	
R-167444-0238	THE WOODS UNIT 1	0069	0000	MILLER JACK J II	12847	WIREGRASS	LN	
R-167444-0290	THE WOODS UNIT 1	0095	0000	MILLER RODGERS TOMLISON SR & ANGIE MARIE	2147	THE WOODS	DR	
R-167444-0408	THE WOODS UNIT 1	0155	0000	MITCHELL THOMAS L & CHARLENE A	12860	DEEP LAGOON	PL	WEST
R-167444-0402	THE WOODS UNIT 1	0152	0000	MONSANTO EDNER C	12851	DEEP LAGOON	PL	WEST
R-167444-0444	THE WOODS UNIT 1	0173	0000	MOORE GARY E & YVONNE	2323	THE WOODS	DR	WEST
R-167444-0160	THE WOODS UNIT 1	0030	0000	MOORE MONTINE J & ALLIE P	12874	RABBIT RUN	LN	
R-167444-0430	THE WOODS UNIT 1	0166	0000	MURTON SHANE P & NICOLE A	2337	BOB CAT	LN	
R-167444-0370	THE WOODS UNIT 1	0130	0000	MYERS CRAIG R & LISA M	2171	SPANISH MOSS	DR	
R-167444-0162	THE WOODS UNIT 1	0031	0000	NOLL JOHN B	12864	RABBIT RUN	LN	
R-167444-0112	THE WOODS UNIT 1	0005	0000	NORTHROP DARWIN E B/E	12886	SQUIRREL TREE	CT	
R-167444-0282	THE WOODS UNIT 1	0091	0000	NORVELLE RONALD & LAWANDA	2209	THE WOODS	DR	
R-167444-0374	THE WOODS UNIT 1	0138	0000	NOVOTNY ROBERT E & SHEILA	2225	SPANISH MOSS	DR	
R-167444-0188	THE WOODS UNIT 1	0044	0000	O'REILLY JAMES D & MARIA	2102	THE WOODS	DR	
R-167444-0224	THE WOODS UNIT 1	0062	0000	PALMER RICHARD A & VICKI L	2204	THE WOODS	DR	
R-167444-0198	THE WOODS UNIT 1	0049	0000	PAPER SAMUEL EVAN & DONNA LYNN	12835	PINE BURR	LN	WEST
R-167444-0216	THE WOODS UNIT 1	0058	0000	PEACOCK HAROLD JR	12842	TALL CYPRESS	CT	
R-167444-0296	THE WOODS UNIT 1	0098	0000	PERRY CHARLES T JR ET AL & LYNNE D	2125	THE WOODS	DR	
R-167444-0428	THE WOODS UNIT 1	0105	0000	PERRY JOHN W	12935	DEEP LAGOON	PL	EAST
R-167444-0436	THE WOODS UNIT 1	0169	0000	PERRY WILLIAM G	12925	DEEP LAGOON	PL	EAST
R-167444-0274	THE WOODS UNIT 1	0087	0000	PETERS EMMA J	2247	THE WOODS	DR	WEST
R-167444-0258	THE WOODS UNIT 1	0079	0000	PFEIL WALTER J M	12821	PALMETTO GLADE	DR	
R-167444-0256	THE WOODS UNIT 1	0078	0000	PHILIPP EDMONDS THOMAS A & DEBBIE A	2313	THE WOODS	DR	WEST

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0306	THE WOODS UNIT 1	0103	0000	PITZEL STEPHEN & KARIN	2280	FALLEN TREE	DR	WEST
R-167444-0329	THE WOODS UNIT 1	0115	0000	POTTER SWAIN C JR & IDALIA P	2163	WINDING CREEK	LN	
R-167444-0214	THE WOODS UNIT 1	0057	0000	RAISNER EDWARD M & STACIE R	12848	TALL CYPRESS	CT	
R-167444-0426	THE WOODS UNIT 1	0164	0000	RICHARDSON MICHAEL L & CAROLINE R	12947	DEEP LAGOON	PL	EAST
R-167444-0416	THE WOODS UNIT 1	0159	0000	RITTER JOSEPH M & DAWN A	12934	DEEP LAGOON	PL	EAST
R-167444-0250	THE WOODS UNIT 1	0075	0000	ROSE MARCHAL N II & JEAN M	12850	MISTLETOE	PL	
R-167444-0298	THE WOODS UNIT 1	0089	0000	ROSENBERGER PHILIP J JR ROWELL JAMES H III & DEANNA J & ROWELL JAMES H III	2109	THE WOODS	DR	WEST
R-167444-0288	THE WOODS UNIT 1	0083	0000	& DEANNA J TRUST	12921	WILD HOLLY	CT	
R-167444-0440	THE WOODS UNIT 1	0171	0000	RUSSELL STEVEN A	2339	THE WOODS	DR	WEST
R-167444-0164	THE WOODS UNIT 1	0032	0000	SALLMEN THERESA A	2026	THE WOODS	DR	
R-167444-0186	THE WOODS UNIT 1	0043	0000	SCHNELLBACHER DAVID W	2036	THE WOODS	DR	
R-167444-0382	THE WOODS UNIT 1	0147	0000	SCHWARTZ HOWARD A ET AL	12850	CHINQUAPIN	WAY	
R-167444-0324	THE WOODS UNIT 1	0153	0000	SCOTT GORDON E	12850	DEEP LAGOON	PL	WEST
R-167444-0258	THE WOODS UNIT 1	0084	0000	SEASHELLS & BEADS LLC	2265	THE WOODS	DR	WEST
R-167444-0324	THE WOODS UNIT 1	0112	0000	SELBY JAMES W & SUSAN A	2220	WINDING CREEK	LN	
R-167444-0118	THE WOODS UNIT 1	0009	0000	SENNA JOZEF F JR & SHANNON K	12885	FIRETHORN	LN	
R-167444-0200	THE WOODS UNIT 1	0050	0000	SMITH GARY R & BERTHA G	12836	PINE BURR	LN	WEST
R-167444-0424	THE WOODS UNIT 1	0163	0000	SQUIRES CARSON L & ESTRELLA PANTANGAN	12953	DEEP LAGOON	PL	EAST
R-167444-0304	THE WOODS UNIT 1	0102	0000	STERN DOROTHY E & REYNALDO A ALARAS	2101	THE WOODS	DR	WEST
R-167444-0204	THE WOODS UNIT 1	0052	0000	STEWART RICHARD K & DANA M	12856	PINE BURR	LN	WEST
R-167444-0114	THE WOODS UNIT 1	0007	0000	STRAHAN ROBERT S & LYNDEE M STRAUSS FRANCES SCOTTIE & STRAUSS FRANCES	1708	THE WOODS	DR	
R-167444-0358	THE WOODS UNIT 1	0130	0000	SCOTTIE TRUST	2226	SPANISH MOSS	DR	
R-167444-0226	THE WOODS UNIT 1	0063	0000	STRICKLAND RAMONA DARLENE	2208	THE WOODS	DR	
R-167444-0434	THE WOODS UNIT 1	0168	0000	SWEAT DION & KATHRYN	2338	BOB CAT	LN	
R-167444-0126	THE WOODS UNIT 1	0013	0000	SWEETEN SHAWN H & DAWN T	12866	FIRETHORN	LN	
R-167444-0316	THE WOODS UNIT 1	0108	0000	SZERBA JAMES S & SUSAN E	2248	FALLEN TREE	DR	WEST
R-167444-0412	THE WOODS UNIT 1	0157	0000	SZERBA JAMES S & JANE E	12920	DEEP LAGOON	PL	EAST
R-167444-0144	THE WOODS UNIT 1	0022	0000	TAYLOR MARTIN T & DONNA M	12845	GREENMEADOW	PL	
R-167444-0368	THE WOODS UNIT 1	0150	0000	TRACE GREGORY R & VICKIE C	2340	THE WOODS	DR	
R-167444-0130	THE WOODS UNIT 1	0015	0000	TRUSTY KATHERINE A & BARRY C HAY	12886	FIRETHORN	LN	
R-167444-0312	THE WOODS UNIT 1	0106	0000	TUCKER DARRELL & BRANDE D	2260	FALLEN TREE	DR	WEST
R-167444-0132	THE WOODS UNIT 1	0016	0000	TURNER JOHN P & MARLA	12896	FIRETHORN	LN	
R-167444-0174	THE WOODS UNIT 1	0037	0000	UMBREIT MARY K ET AL & ROBERT A US BANK TRUST NATIONAL ASSOCIATION &	12846	GREENMEADOW	PL	
R-167444-0230	THE WOODS UNIT 1	0065	0000	MOUNTAINVIEW MORTGAGE AN TRUST	2228	THE WOODS	DR	
R-167444-0222	THE WOODS UNIT 1	0061	0000	VAUGHN JESSE R & ANGELINA V	2180	THE WOODS	DR	WEST
R-167444-0196	THE WOODS UNIT 1	0048	0000	VENDETTI JULIE DEAN	12845	PINE BURR	LN	WEST
R-167444-0336	THE WOODS UNIT 1	0119	0000	VERSLUYS GERALD J ET AL & HOUCHEMS PENNY J R/S	2235	WINDING CREEK	LN	
R-167444-0206	THE WOODS UNIT 1	0053	0000	VINCENT NORMAN F	2110	THE WOODS	DR	WEST
R-167444-0154	THE WOODS UNIT 1	0027	0000	VISSMAN CHARLES F	12848	RABBIT RUN	LN	
R-167444-0348	THE WOODS UNIT 1	0125	0000	WALLACE ROBERT S & DIANE C	12969	PALMETTO GLADE	DR	
R-167444-0446	THE WOODS UNIT 1	0174	0000	WARREN LARRY S & HOLLY	12926	PALMETTO GLADE	DR	

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0352	THE WOODS UNIT 1	0127	0000	WATERER FRANCES	2250	SPANISH MOSS	DR	
R-167444-0364	THE WOODS UNIT 1	0133	0000	WEBB PAUL A	2160	SPANISH MOSS	DR	
R-167444-0218	THE WOODS UNIT 1	0059	0000	WEST DONALD & MARIE	2152	THE WOODS	DR	WEST
R-167444-0354	THE WOODS UNIT 1	0128	0000	WHELAN MILTON F	12956	FALLEN TREE	DR	NORTH
R-167444-0180	THE WOODS UNIT 1	0040	0000	WHITACRE BEVERLY LEE	1920	THE WOODS	DR	
R-167444-0330	THE WOODS UNIT 1	0116	0000	WILLIAMS MICHELLE	2171	WINDING CREEK	LN	
R-167444-0202	THE WOODS UNIT 1	0051	0000	WITTMER DONALD J	12846	PINE BURR	LN	WEST
R-167444-0368	THE WOODS UNIT 1	0135	0000	YARIAN DAVID E	2165	SPANISH MOSS	DR	
R-167444-0170	THE WOODS UNIT 1	0035	0000	YOUNT DENISE A STILES	12875	RABBIT RUN	LN	
R-167444-0292	THE WOODS UNIT 1	0086	0000	ZOUAIN JOSE & ROXANA	12926	TALL CYPRESS	CT	

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0628	THE WOODS UNIT II	0083	0000	ANSON ANDREW F & MARCELLUS MEGHAN E	2348	THE WOODS	DR	EAST
R-167444-0579	THE WOODS UNIT II	0058	0000	DILLARD CHERL A & CLIFFORD F	2426	FALLEN TREE	DR	WEST
R-167444-0588	THE WOODS UNIT II	0063	0000	GIROLAMO RUSSELL F & JANET M	12973	BUCKTHORN	CT	
R-167444-0610	THE WOODS UNIT II	0074	0000	SMITH CHARLES E & ANN A	2425	FALLEN TREE	DR	WEST
R-167444-0592	THE WOODS UNIT II	0065	0000	ZONA NICK H	2323	FALLEN TREE	DR	WEST
R-167444-0616	THE WOODS UNIT II	0077	0000	BLACKMON BRENDA & HARRY	13048	YAUPON	PL	
R-167444-0572	THE WOODS UNIT II	0055	0000	BOCK MARY K	2402	FALLEN TREE	DR	WEST
R-167444-0554	THE WOODS UNIT II	0045	0000	BOYER WILLIAM L & WILLIAM L TRUST	12934	PALMETTO GLADE	DR	
R-167444-0580	THE WOODS UNIT II	0059	0000	BURNA BONNIE G & RICHARD	2436	FALLEN TREE	DR	WEST
R-167444-0600	THE WOODS UNIT II	0069	0000	CAMLIN JOHN C & NORMA G	12966	BEARPAW	PL	
R-167444-0596	THE WOODS UNIT II	0067	0000	CLIFFORD KAREN J & RICHARD C	12971	BEARPAW	PL	
R-167444-0568	THE WOODS UNIT II	0053	0000	CUMBERLAND JULIA B & KEITH A	2344	FALLEN TREE	DR	WEST
R-167444-0540	THE WOODS UNIT II	0000	0000	DANIEL BRIAN K & MELISSA M	2312	MEADOW LARK	CT	
R-167444-0620	THE WOODS UNIT II	0079	0000	DOCSTER LISA D	13037	YAUPON	PL	
R-167444-0634	THE WOODS UNIT II	0086	0000	ECKMAN CHRISTOPHER & ELIZABETH A	2318	THE WOODS	DR	WEST
R-167444-0544	THE WOODS UNIT II	0041	0000	ECKMAN CHRISTOPHER B & ELIZABETH A	13004	PALMETTO GLADE	DR	
R-167444-0624	THE WOODS UNIT II	0081	0000	ELIOPULOS GISELE LIFE EST & JENKINS BOBBY & STATHIA	13049	YAUPON	PL	
R-167444-0550	THE WOODS UNIT II	0044	0000	FINE DOUGLAS A & SALLE A	2309	FALLEN TREE	DR	WEST
R-167444-0534	THE WOODS UNIT II	0036	0000	GALLOWAY ALBERT B & MARY R	13046	PALMETTO GLADE	DR	
R-167444-0630	THE WOODS UNIT II	0084	0000	GARDNER ROBERT L & GARDNER ROBERT L TRUST	2344	THE WOODS	DR	EAST
R-167444-0562	THE WOODS UNIT II	0050	0000	GRANT GREGORY T & STEPHANIE G	12936	BEARPAW	PL	
R-167444-0602	THE WOODS UNIT II	0070	0000	GRAY PATRICIA G & WILLIAM B & GRAY PATRICIA G TRUST 50% INT AND GRAY WILLIAM B TRUST ET AL	12960	BEARPAW	PL	
R-167444-0582	THE WOODS UNIT II	0060	0000	GUY JOE JR & EDVIE JEAN	2450	FALLEN TREE	DR	EAST
R-167444-0528	THE WOODS UNIT II	0033	0000	HERSEY MICHAEL T & CAREN B	2260	MEADOW LARK	CT	
R-167444-0560	THE WOODS UNIT II	0049	0000	HETTINGER LEE C	12943	BEARPAW	PL	
R-167444-0612	THE WOODS UNIT II	0075	0000	HOWARD JEFF H	2437	FALLEN TREE	DR	WEST
R-167444-0542	THE WOODS UNIT II	0040	0000	HUGHES RANDY & ALEXIS L	2306	MEADOW LARK	CT	
R-167444-0564	THE WOODS UNIT II	0051	0000	KEENE BUFORD L & SUSAN	12946	BEARPAW	PL	
R-167444-0590	THE WOODS UNIT II	0000	0000	KEYS ROGER P	12968	BUCKTHORN	CT	
R-167444-0520	THE WOODS UNIT II	0029	0000	KREICHEL T RAYMOND J & SUE H	13045	PALMETTO GLADE	DR	
R-167444-0556	THE WOODS UNIT II	0047	0000	LAMB PETER F	2320	FALLEN TREE	DR	WEST
R-167444-0536	THE WOODS UNIT II	0037	0000	LOOKER GREGORY GLADE & DIANE GARVEY	13036	PALMETTO GLADE	DR	

R-167444-0622	THE WOODS UNIT II	0080	0000	MACKEY RICHARD M JR & LANI S	13041 YAUPON	PL	
R-167444-0614	THE WOODS UNIT II	0076	0000	MANN CHARLES S	2451 FALLEN TREE	DR	WEST
R-167444-0558	THE WOODS UNIT II	0048	0000	MARTIN CARY L & M MARIE	2326 FALLEN TREE	DR	WEST
R-167444-0552	THE WOODS UNIT II	0045	0000	MONTGOMERY WILLIAM P	12940 PALMETTO GLADE	DR	
R-167444-0632	THE WOODS UNIT II	0085	0000	MOORE WILLIAM & FRANCES E	2328 THE WOODS	DR	EAST
R-167444-0532	THE WOODS UNIT II	0035	0000	NOVELLI MICHAEL C & NANCY K	2276 MEADOW LARK	CT	
R-167444-0524	THE WOODS UNIT II	0031	0000	PERRY SCOTT & LYNN A	2273 MEADOW LARK	CT	
R-167444-0538	THE WOODS UNIT II	0038	0000	PETERSON ROBERT KIRK	2311 MEADOW LARK	CT	
R-167444-0548	THE WOODS UNIT II	0043	0000	PEVY RAYMOND L JR & SUSAN M	12966 PALMETTO GLADE	DR	
R-167444-0566	THE WOODS UNIT II	0052	0000	PODSTAWA MICHAEL & CHRISTY M	12950 BEARPAW	PL	
R-167444-0618	THE WOODS UNIT II	0078	0000	POMEROY THOMAS J & SANDRA M	13040 YAUPON	PL	
R-167444-0576	THE WOODS UNIT II	0057	0000	RIFKIN DAVID E & CATHERINE M	2418 FALLEN TREE	DR	WEST
R-167444-0546	THE WOODS UNIT II	0042	0000	RITTER JEROME W	12974 PALMETTO GLADE	DR	
R-167444-0608	THE WOODS UNIT II	0000	0000	ROBERTS SARA A & ROBERTS SARA ANN TRUST	2413 FALLEN TREE	DR	EAST
R-167444-0626	THE WOODS UNIT II	0052	0000	SCATURRO JOSEPH A	2356 THE WOODS	DR	EAST
R-167444-0570	THE WOODS UNIT II	0054	0000	SEXTON WILLIAM C & LAVERNE L	2352 FALLEN TREE	DR	WEST
R-167444-0574	THE WOODS UNIT II	0056	0000	SINGLETARY DAVID S & TERESA S	2410 FALLEN TREE	DR	WEST
R-167444-0586	THE WOODS UNIT II	0062	0000	SNOOK KERRY M	12967 BUCKTHORN	CT	
R-167444-0526	THE WOODS UNIT II	0031	0000	SPINDA JOHN F & MARY KAY	2265 MEADOW LARK	CT	
R-167444-0606	THE WOODS UNIT II	0072	0000	SPRUELL STEVEN & MELODY	2403 FALLEN TREE	DR	WEST
R-167444-0594	THE WOODS UNIT II	0066	0000	STARK DAVID E	12965 BEARPAW	PL	
R-167444-0530	THE WOODS UNIT II	0034	0000	STECHEMAN NEAL D & KAREN G	2266 MEADOW LARK	CT	
R-167444-0598	THE WOODS UNIT II	0068	0000	STEPHENS HUGH J & DIANE E	12974 BEARPAW	PL	
R-167444-0604	THE WOODS UNIT II	0071	0000	WHITAKER CALVIN G	2351 FALLEN TREE	DR	WEST
R-167444-0522	THE WOODS UNIT II	0030	0000	WILLIAMS ROBERT J	13039 PALMETTO GLADE	DR	
R-167444-0584	THE WOODS UNIT II	0061	0000	WOOD JOANN AILEEN	2317 FALLEN TREE	DR	WEST

Account #	Legal Description	Lot Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
R-167444-0666	THE WOODS UNIT II-A	0011 0000	FORD RONALD N	13010	LOBLOLLY	LN	SOUTH
R-167444-0696	THE WOODS UNIT II-A	0026 0000	PERRY LARRY & MICHELLE	2252	THE WOODS	DR	EAST
R-167444-0658	THE WOODS UNIT II-A	0007 0000	ANDERSON CHARLES T	13019	LOBLOLLY	CT	
R-167444-0680	THE WOODS UNIT II-A	0018 0000	BECKHAM BRUCE & CYNTHIA	13027	LOBLOLLY	LN	SOUTH
R-167444-0676	THE WOODS UNIT II-A	0016 0000	CAMPBELL GERALD E	13040	LOBLOLLY	LN	SOUTH
R-167444-0662	THE WOODS UNIT II-A	0009 0000	CAUSER THOMAS D	13001	LOBLOLLY	LN	NORTH
R-167444-0650	THE WOODS UNIT II-A	0003 0000	CHURCH KEVIN N & JUANITA C	13043	LOBLOLLY	LN	NORTH
R-167444-0664	THE WOODS UNIT II-A	0010 0000	DECAIRES LAWRENCE S & MARGARET M	13004	LOBLOLLY	LN	SOUTH
R-167444-0682	THE WOODS UNIT II-A	0024 0000	DOWNES HARRY E JR	13020	LOBLOLLY	LN	NORTH
R-167444-0670	THE WOODS UNIT II-A	0013 0000	HAWKS JERRY W & MEGAN A	13022	LOBLOLLY	LN	SOUTH
R-167444-0648	THE WOODS UNIT II-A	0002 0000	HERNANDEZ ELIZARDO F JASPER MICHAEL ROGER ET AL & MURIEL MARION	13049	LOBLOLLY	LN	NORTH
R-167444-0646	THE WOODS UNIT II-A	0001 0000	R/S	13055	LOBLOLLY	LN	NORTH
R-167444-0688	THE WOODS UNIT II-A	0022 0000	KIERNAN KATHLEEN	13002	LOBLOLLY	LN	NORTH
R-167444-0672	THE WOODS UNIT II-A	0014 0000	LAMM HALLET H JR & MARY PARKER	13028	LOBLOLLY	LN	SOUTH
R-167444-0690	THE WOODS UNIT II-A	0023 0000	LLAVE BAYANI P	13014	LOBLOLLY	LN	NORTH
R-167444-0660	THE WOODS UNIT II-A	0008 0000	MANNING STEPHEN A & SHERYL W	13013	LOBLOLLY	CT	
R-167444-0654	THE WOODS UNIT II-A	0005 0000	MULL RICHARD C	13031	LOBLOLLY	LN	NORTH
R-167444-0684	THE WOODS UNIT II-A	0020 0000	PEACOCK GARY F	13015	LOBLOLLY	LN	SOUTH
R-167444-0678	THE WOODS UNIT II-A	0017 0000	PRINTY STEPHENT & ANN BITTINGER PRINTY	13033	LOBLOLLY	LN	SOUTH
R-167444-0656	THE WOODS UNIT II-A	0006 0000	SCHAFFIELD RONALD LEE	13025	LOBLOLLY	CT	
R-167444-0652	THE WOODS UNIT II-A	0004 0000	STANLEY ROBERT & OPAL J	13037	LOBLOLLY	LN	
R-167444-0668	THE WOODS UNIT II-A	0012 0000	TERRELL LAKE E	13016	LOBLOLLY	LN	SOUTH
R-167444-0698	THE WOODS UNIT II-A	0027 0000	THOMAS PAUL F & MARY	2270	THE WOODS	DR	EAST
R-167444-0682	THE WOODS UNIT II-A	0019 0000	TOMAINO ANTHONY A	13021	LOBLOLLY	LN	SOUTH
R-167444-0700	THE WOODS UNIT II-A	0028 0000	TORGERSON PEDER H & ANNE M	2276	THE WOODS	DR	EAST
R-167444-0674	THE WOODS UNIT II-A	0015 0000	VOYLES HUTSUKO	13034	LOBLOLLY	LN	SOUTH
R-167444-0686	THE WOODS UNIT II-A	0021 0000	WATERER CONNIE B	13009	LOBLOLLY	LN	SOUTH
R-167444-0684	THE WOODS UNIT IIA	0025 0000	ODONOVAN SEAN M & MARINA	13026	LOBLOLLY	LN	NORTH

Account #	Legal Description	Lot Block	Owner Name	Str. #	Street Name	Str. Sfc.	Direction
			HUNDLEY RIDGEWAY AMELIA & HUNDLEY				
R-167444-1068	THE WOODS UNIT III	0017 0003	RIDGEWAY AMELIA TRUST	2189	THE WOODS	DR	EAST
R-167444-1044	THE WOODS UNIT III	0005 0003	NELSON PATRICIA MCGINTY	13015	BENT PINE	CT	EAST
R-167444-1016	THE WOODS UNIT III	0001 0002	TRAVIGLIA BOGDANA	2139	THE WOODS	DR	EAST
R-167444-1062	THE WOODS UNIT III	0014 0003	13055 BENT PINE LLC	13055	BENT PINE	CT	EAST
R-167444-1014	THE WOODS UNIT III	0004 0001	CRANE RUTHENE S	2032	KNOTTY PINE	CT	
R-167444-1056	THE WOODS UNIT III	0011 0003	CRAWFORD SHERRY L & TIMOTHY W	13043	BENT PINE	CT	EAST
R-167444-1066	THE WOODS UNIT III	0016 0003	FINK CHERYL & JONATHAN A	13063	BENT PINE	CT	EAST
R-167444-1046	THE WOODS UNIT III	0006 0003	GREEN NEIL M	13021	BENT PINE	CT	EAST
R-167444-1028	THE WOODS UNIT III	0007 0002	GRUBBS DIXIE K & RONALD W	13024	BENT PINE	CT	EAST
R-167444-1040	THE WOODS UNIT III	0003 0003	GUY JOE JR & EDVIE J	13005	BENT PINE	CT	EAST
R-167444-1022	THE WOODS UNIT III	0004 0002	HOLT WILLIAM D & MARIE W	2031	KNOTTY PINE	CT	
R-167444-1060	THE WOODS UNIT III	0013 0003	KELLY DAVID & LISA	13051	BENT PINE	CT	EAST
R-167444-1032	THE WOODS UNIT III	0009 0002	LEAGUE ROBERT M & ROSLYNN P	13050	BENT PINE	CT	EAST
R-167444-1020	THE WOODS UNIT III	0003 0002	LORD RICHARD B & PATRICIA M	2033	KNOTTY PINE	CT	
R-167444-1054	THE WOODS UNIT III	0010 0003	MADSON NORRIS C SR	13039	BENT PINE	CT	EAST
R-167444-1058	THE WOODS UNIT III	0012 0003	MARCUM ALLEN G & SANDRA L	13047	BENT PINE	CT	EAST
R-167444-1024	THE WOODS UNIT III	0005 0002	MIER GENEVA	13016	BENT PINE	CT	EAST
			MONTALVAN RUBEN E ET AL & ALEXANDER				
R-167444-1036	THE WOODS UNIT III	0001 0003	MICHAEL L R/S	12971	BENT PINE	CT	EAST
R-167444-1048	THE WOODS UNIT III	0007 0003	MURRAY JOHN & VERONICA L	13025	BENT PINE	CT	EAST
R-167444-1050	THE WOODS UNIT III	0008 0003	NICOLINO ERIC C	13031	BENT PINE	CT	EAST
			PALISZEWSKI JOSEPH A & PALISZEWSKI JOSEPH				
R-167444-1042	THE WOODS UNIT III	0004 0003	TRUST	13009	BENT PINE	CT	EAST
R-167444-1064	THE WOODS UNIT III	0015 0003	POINDEXTER JAN	13059	BENT PINE	CT	EAST
R-167444-1052	THE WOODS UNIT III	0009 0003	POPE SCOTT	13035	BENT PINE	CT	EAST
R-167444-1034	THE WOODS UNIT III	0010 0002	RAGANS JAMES W	13058	BENT PINE	CT	EAST
R-167444-1012	THE WOODS UNIT III	0003 0001	ROZIERI LARRY M	2034	KNOTTY PINE	CT	
R-167444-1010	THE WOODS UNIT III	0002 0001	SAMBITO CHAD ET AL & LAURA C R/S	2036	KNOTTY PINE	CT	
R-167444-1018	THE WOODS UNIT III	0002 0002	TAYLOR ABBY	2037	KNOTTY PINE	CT	
R-167444-1030	THE WOODS UNIT III	0008 0002	URBAN PROMISE LLC	13038	BENT PINE	CT	EAST
R-167444-1026	THE WOODS UNIT III	0006 0002	WESTHOFEN PAMELA T TRUSTEE	13020	BENT PINE	CT	EAST
R-167444-1038	THE WOODS UNIT III	0002 0003	WOODS DONNA M	12979	BENT PINE	CT	EAST
R-167444-1008	THE WOODS UNIT III	0001 0001	WORLEY JAMES W & CATHERINE G	2115	THE WOODS	DR	EAST

Account #	Legal Description	Lot	Block	Owner Name	Str. #	Street Name	Str. Sfx.	Direction
				LANDIN LAWRENCE LEROY SR R/S, MILDRED R/S, &				
R-167444-1162	THE WOODS UNIT III-A	0035	0004	HENRY M R/S & BETTY J ET AL	2178	THE WOODS	DR	EAST
R-167444-1166	THE WOODS UNIT III-A	0037	0004	SIMPSON BERNADETTE	2162	THE WOODS	DR	EAST
R-167444-1114	THE WOODS UNIT III-A	0011	0004	ALARCON ROSE MARIE & JAY ANTHONY WHITING	2238	TWIN PINES	CIR	WEST
R-167444-1158	THE WOODS UNIT III-A	0033	0004	ANER HARRIET D B/E	2192	THE WOODS	DR	WEST
R-167444-1110	THE WOODS UNIT III-A	0009	0004	AUSTIN LARRY & RENEE	13010	TWIN PINES	CIR	SOUTH
R-167444-1154	THE WOODS UNIT III-A	0031	0004	BENITEZ JORGE JR	2202	THE WOODS	DR	EAST
R-167444-1098	THE WOODS UNIT III-A	0003	0004	BERNREUTER NICHOLAS C	13048	TWIN PINES	CIR	SOUTH
R-167444-1102	THE WOODS UNIT III-A	0005	0004	BOLTON DAVID L	13034	TWIN PINES	CIR	SOUTH
R-167444-1142	THE WOODS UNIT III-A	0025	0004	BURNA BONNIE G & RICHARD	2245	TWIN PINES	CIR	NORTH
R-167444-1122	THE WOODS UNIT III-A	0015	0004	CARLSON KEVIN R	2214	TWIN PINES	CIR	WEST
R-167444-1126	THE WOODS UNIT III-A	0017	0004	CHATFIELD WILLIAM C & PATRICIA L KELLY	2202	TWIN PINES	CIR	WEST
R-167444-1178	THE WOODS UNIT III-A	0003	0005	DAMICO ANGELO M	2210	TWIN PINES	CIR	EAST
R-167444-1172	THE WOODS UNIT III-A	0040	0004	DORRIAN JAMES M & MICHELLE E	2138	THE WOODS	DR	EAST
R-167444-1094	THE WOODS UNIT III-A	0001	0004	DROLET GERARD & LUCILLE E	13058	TWIN PINES	CIR	SOUTH
R-167444-1168	THE WOODS UNIT III-A	0038	0004	DUNN SHERLEY R C/O J. RHODES	2154	THE WOODS	DR	EAST
R-167444-1124	THE WOODS UNIT III-A	0016	0004	EMS DEBORAH A	2208	TWIN PINES	CIR	WEST
R-167444-1108	THE WOODS UNIT III-A	0008	0004	FELDER DIAN HOPPER	13016	TWIN PINES	CIR	SOUTH
R-167444-1148	THE WOODS UNIT III-A	0028	0004	FLETCHER JOAN C	2226	THE WOODS	DR	EAST
R-167444-1106	THE WOODS UNIT III-A	0007	0004	FOURAKER HERBERT C JR	13022	TWIN PINES	CIR	SOUTH
R-167444-1180	THE WOODS UNIT III-A	0004	0005	GHIRY MICHAEL J & TAHOMA	2222	TWIN PINES	CIR	NORTH
R-167444-1130	THE WOODS UNIT III-A	0019	0004	HALEY CARL & JACQUELINE B	2209	TWIN PINES	CIR	NORTH
R-167444-1120	THE WOODS UNIT III-A	0014	0004	HANSEN RICHARD T	2220	TWIN PINES	CIR	WEST
R-167444-1136	THE WOODS UNIT III-A	0022	0004	HARTMAN GEORGE HENRY IV & MARGUERITE	2227	TWIN PINES	CIR	
R-167444-1146	THE WOODS UNIT III-A	0027	0004	JOHNSON WARREN & ELIZABETH	2234	THE WOODS	DR	EAST
R-167444-1140	THE WOODS UNIT III-A	0024	0004	JONES MICHAEL D & VALERIE A	2239	TWIN PINES	CIR	NORTH
R-167444-1160	THE WOODS UNIT III-A	0034	0004	LANDIN HENRY M & BETTY J MACPHERSON SANDRA LEE & RODNEY LYNN	2186	THE WOODS	DR	EAST
R-167444-1150	THE WOODS UNIT III-A	0029	0004	HUEBNER	2218	THE WOODS	DR	EAST
R-167444-1156	THE WOODS UNIT III-A	0032	0004	MCCLURE CHARLENE HOPE	2198	THE WOODS	DR	EAST
R-167444-1176	THE WOODS UNIT III-A	0002	0005	MEISSNER JOHN F & KAREN C	2204	TWIN PINES	CIR	NORTH

R-167444-1174 THE WOODS UNIT III-A	0001 0005 MILLER CONSTANCE HELEN	2229 TWIN PINES CIR WEST
R-167444-1132 THE WOODS UNIT III-A	0020 0004 MILLER WILLIAM C & ARLENE L	2215 TWIN PINES CIR NORTH
R-167444-1095 THE WOODS UNIT III-A	0002 0004 NOREN LEIF V	13052 TWIN PINES CIR SOUTH
R-167444-1144 THE WOODS UNIT III-A	0026 0004 NORTHERN LIGHTS TRUST & GHANNAM DIANA	13037 TWIN PINES CIR SOUTH
R-167444-1128 THE WOODS UNIT III-A	0018 0004 ORLANDO JOANN	2203 TWIN PINES CIR NORTH
R-167444-1116 THE WOODS UNIT III-A	0012 0004 PQ EQUIPMENT INC	2232 TWIN PINES CIR WEST
R-167444-1100 THE WOODS UNIT III-A	0004 0004 RAMKISSOON SHELLY	13040 TWIN PINES CIR SOUTH
R-167444-1152 THE WOODS UNIT III-A	0030 0004 REYES FERNANDO R ET AL & GARATE DUNIA R/S	2210 THE WOODS DR EAST
R-167444-1134 THE WOODS UNIT III-A	0021 0004 SAWYER SUNNY J	2221 TWIN PINES CIR NORTH
R-167444-1170 THE WOODS UNIT III-A	0039 0004 SCOTT JAKE A & JANICE	2146 THE WOODS DR EAST
R-167444-1104 THE WOODS UNIT III-A	0006 0004 TANCHAK JAMES T	13028 TWIN PINES CIR SOUTH
R-167444-1118 THE WOODS UNIT III-A	0013 0004 TEMPLETON MARJORY A	2226 TWIN PINES CIR WEST
R-167444-1182 THE WOODS UNIT III-A	0005 0005 TROESTER CHAD WARNER ALICE LIFE ESTATE & EUGENE & LINDA	2228 TWIN PINES CIR NORTH
R-167444-1112 THE WOODS UNIT III-A	0010 0004 WARNER & LOGUE GABRIEL & JESSYE	13004 TWIN PINES CIR SOUTH
R-167444-1164 THE WOODS UNIT III-A	0036 0004 WISE JAMES A IV	2170 THE WOODS DR EAST
R-167444-1138 THE WOODS UNIT III-A	0023 0004 ZITO JOSEPH L	2233 TWIN PINES CIR <u>NORTH</u>

Exhibit C
(Articles of Incorporation)

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OFFICIAL RECORDS

SECOND AMENDED ARTICLES OF INCORPORATION

OF

THE WOODS COMMUNITY ASSOCIATION, INC.

(A Corporation Not-For-Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, we, the undersigned, hereby associate ourselves into a corporation for the purpose hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth the following:

DEFINITIONS

All terms used in these Articles of Incorporation shall have those definitions set forth in the By-Laws of The Woods Community Association, Inc. and the Amended Declaration of Covenants and Restrictions for The Woods Units I, II, II-A, III and III-A ("Amended Declaration"), as the same may be recorded among the Public Records of Duval County, Florida. Any term not defined in the By-Laws or in the Amended Declaration shall have those definitions as established from time to time by Chapter 617 of Florida Statutes. If any definition in the By-Laws or in the Amended Declaration conflicts with a definition in the Florida Statutes, the definition in the By-Laws or in the Amended Declaration shall prevail and govern the interpretation of this document.

ARTICLE I

NAME

The name of the Corporation shall be The Woods Community Association, Inc., ("Corporation"). The mailing address for this Corporation is 1609 The Woods Drive, Jacksonville, Florida 32216; and the name and address of the Registered Agent of the Corporation shall be Lawrence H. Rogovin, Esq., Suite 102, 1175 Northeast 125th Street, North Miami, Florida 33161.

ARTICLE II

PURPOSE

This Corporation is created to be the Corporation (sometimes called the "Association") for the operation of a planned residential community known as The Woods being constructed upon real property situate, lying and being in Duval County, Florida. This Corporation will undertake the performance of, and carry out the acts and duties incident to the administration, operation and management of the Corporation in accordance with the terms, provisions, conditions and authority contained in these Articles of Incorporation and in the Amended Declaration and Amendments thereto.

ARTICLE III

POWERS

The powers of this Corporation shall include and be governed by the following provisions:

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1. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit.

2. The Corporation shall have all of the powers granted to it by the Amended Declaration, as the same may be amended from time to time.

3. The Corporation shall have all the powers reasonably necessary to implement the purposes of the Corporation, including but not limited to the following:

(a) To make, establish and enforce reasonable rules and regulations governing the use of residences within The Woods, and the common properties.

(b) To make, levy and collect assessments against lot Owners; to impose, levy and collect fees and dues against Members of The Woods Tennis and Swim Club ("Club"); to provide the funds to pay for common expenses and to use and expend the proceeds of assessments, fees and dues in the exercise of the powers and duties of the Corporation.

(c) To maintain, repair, replace and operate the common properties.

(d) To reconstruct improvements within the common properties in the event of casualty or other loss.

(e) To enforce the provisions of the Amended Declaration, as the same may be amended from time to time.

(f) To become and continue to be a member of corporations and associations with which this Corporation may have mutual interest, and to perform the functions and discharge duties incident upon such membership. To delegate to persons or entities selected by the Board the function of representing the Corporation at the membership meetings of these corporations or associations and to collect and transmit to these corporations or associations any assessments duly levied.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of admission to Membership, the termination of such Membership, and voting by Members shall be as follows:

1. The Owners of all lots in The Woods shall be Members of this Corporation and no other person or entity shall be entitled to Membership.

2. Membership shall be established by the acquisition of title to a lot in The Woods. Membership shall be automatically terminated when an Owner divests himself of or transfers title to his lot.

3. The share of a Member in the funds and assets of this Corporation, and Membership in this Corporation cannot be assigned, hypothecated or transferred in any manner.

4. The Owners of all lots in The Woods are referred to herein as the "Membership". On all matters upon which the Membership shall be entitled to vote, there shall be only one (1) vote for each lot, which vote shall be exercised by the lot Owner in accordance with the provisions of the By-laws.

5. Admission to and termination of Membership shall also be governed by the Amended Declaration, as the same may from time to time be amended. In the event of any conflict between said Amended Declaration and these

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Articles of Incorporation, the provisions of said Amended Declaration shall prevail and govern.

ARTICLE V

TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

(RESTATEMENT OMITTED)

ARTICLE VII

OFFICERS

1. The affairs of the Corporation, subject to the direction of the Board of Directors, shall be managed by the President, assisted by one or several Vice Presidents, the Secretary, Treasurer and, if any, the Assistant Secretary and Assistant Treasurer. The Board or the President, with the approval of the Board may employ a Managing Agent and/or other managerial or supervisory personnel or entities to administer the affairs of this Corporation or assist in its administration, operation or management. Any such person or entity may be employed without regard to whether such person or entity is a Member, Director or Officer of the Corporation.

2. The Board shall elect the President, Vice President, Secretary and Treasurer. No Officer may hold more than one (1) of these offices. The President and Vice President shall be Members of the Board.

3. The names of the Officers who are to serve until the next election of Officers by the Board are as follows:

(RESTATEMENT OMITTED)

ARTICLE VIII

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws. In no event shall the Board consist of less than three (3) Directors. Directors designated by the Developer need not be members of the Corporation. Provisions for election of the Board, and provisions respecting the removal, disqualification and resignation of Directors, and fulfilling vacancies on the Board, shall be established by the By-Laws.

2. The names and addresses of the Directors who shall hold Office and serve until the next regular meeting of the Membership at which Directors are elected are as follows:

(RESTATEMENT OMITTED)

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ARTICLE IX

BY-LAWS

The By-Laws of the Corporation shall be adopted by the first Board of Directors and, thereafter, may be altered, amended or rescinded in the manner provided for in the By-Laws and the Amended Declaration as the same may be amended from time to time. No amendment shall abridge, amend, or alter the rights or privileges of the Developer, as set forth in the Amended Declaration, as the same may be amended from time to time, without the prior written consent of the Developer.

ARTICLE X

AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by any Member or Director, and shall be adopted in the manner provided for in the By-Laws and Amended Declaration, as the same may be adopted from time to time. Any such amendment shall be effective when a copy thereof, together with an attached certificate of its approval by the Membership, sealed with the Corporate Seal, signed by the Secretary, or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State of the State of Florida, and all filing fees paid. Anything contained in these Articles to the contrary notwithstanding, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or privileges of the Developer as set forth in the Amended Declaration, as the same may be amended from time to time, without the prior written consent of the Developer. Further, these Articles shall not be amended in any manner which shall amend, modify, abridge or alter any provisions of the Amended Declaration, as the same may be amended from time to time.

ARTICLE XI

MISCELLANEOUS

1. There shall be no dividends paid to any of the Members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. The Corporation may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its Members as is permitted by the Court having jurisdiction thereof, and no such payment benefit, or distribution shall be deemed to be a dividend or distribution of income.

2. In the event that there are any receipts in excess of expenditures as a result of the operations of the Corporation, such excess shall be held to be applied against future expenditures.

3. The Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, shall be upon such terms and conditions as provided for in the Amended Declaration, as the same may be from time to time amended, and in the By-Laws.

4. In the event of any conflict between the Amended Declaration, the Articles of Incorporation of the Corporation, and/or the By-Laws, as any or all of the same may be amended from time to time, such conflict shall be resolved in accordance with the following superiority of such documents:

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(a) The Amended Declaration, as the same may from time to time be amended, shall be superior to the Articles of Incorporation and By-Laws.

(b) The Articles of Incorporation, as the same may be amended from time to time, shall be superior to the By-Laws.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 4th day of February, 1980.

Robert H. Matlika President
Janis B. Rose Secretary

ACKNOWLEDGMENT OF REGISTERED AGENT

Having been named to accept service of process for the above stated Corporation at the place designated in the Second Amended Articles of Incorporation, I hereby agree to accept service of such process and to act in such capacity, and agree to comply with the provisions of the Florida Statutes relative to keeping open said Office.

Lawrence H. McGavin
LAWRENCE H. MCGAVIN
Registered Agent

** The foregoing instrument was acknowledged before me this 4th day of February, 1980, by Robert H. Matlika and Janis B. Rose, the President and Secretary, respectively, of The Woods Community Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

Robert H. Matlika
NOTARY PUBLIC, State of Florida
at Large.

My Commission expires:

FOR THE PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 10, 1982
(ISSUED BY J.A. & S.H. FINE & CAS. INS. CO.)

Exhibit D
(Bylaws)

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Jaw

AMENDED BY-LAWS

OF

THE WOODS COMMUNITY ASSOCIATION, INC.

(A Corporation Not-for-Profit)

ARTICLE I

DEFINITIONS

The following words and definitions shall apply when and where applicable:

1.1 "Association" shall mean "The Woods Community Association, Inc.", a Florida non-profit corporation, and its successors and assigns.

1.2 "Property" shall mean the existing property (or sometimes "properties") described herein, as well as any additions thereto, as are subject to this Declaration, excluding the common properties as more particularly hereinafter defined.

1.3 "Common Properties" shall mean all property, whether real or personal, owned or leased by the Association which is and shall be used for the common benefit and enjoyment of the owners, subject to the fee schedules and operating rules and regulations adopted by the Association, as well as any lease agreements outstanding between the Association and third-party lessors. If any property is leased by the Association, such property shall lose its character as common property or common properties upon the expiration of such lease.

1.4 "Family Dwelling Unit" shall mean any living unit located upon any lot within The Woods Subdivision, excluding common properties. Accordingly, this definition specifically includes a single family detached unit, condominium unit, townhouse unit, cooperative apartment unit, apartment unit, duplex unit and/or patio-home unit.

1.5 "Family Dwelling Lot" shall mean a lot intended for or used as a parcel of land for erection of a detached single family dwelling unit only. Accordingly, this definition specifically excludes, without limitation, multi-family lots, patio-homes and duplex lots.

1.6 "Multi-Family Lot" shall mean an unimproved parcel of land located within the properties, excluding common properties, and intended for use or used as a site for multi-family dwellings; including condominium units, townhouses, co-operative apartments or apartments.

1.7 "Patio-Home Lot" shall mean an unimproved parcel of land located within the properties, excluding common properties, and intended for use or used as a site for a patio-home which generally are those homes or home sites arranged in clusters.

1.8 "Duplex Lot" shall mean an unimproved parcel of land located within the properties, excluding common properties, and intended for use or used as a site for a duplex unit which composes one (1) of two (2) dwelling units separated by common wall and/or support so that the said duplex lot is occupied by or intended to be occupied by two (2) families as separate dwelling units, but contiguous and utilizing a common roof and party wall.

1.9 "Unimproved Lot" or "Unimproved Parcel of Land" shall mean a platted lot upon which no dwelling structure has been substantially completed. Whether a dwelling structure is substantially completed shall be determined by the Board of Directors of the Association in their sole discretion.

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1.10 "Owner" shall mean the fee simple title owner of any lot defined above as shown by the public records of Duval County, Florida, provided, however, notwithstanding any applicable theory of a mortgage, this definition shall not include the mortgagee, its successors or assigns, unless and until such mortgagee has acquired title pursuant to or in lieu of foreclosure and has held title thereto for a period of twelve (12) months. Further, "Owner" shall not include any lessee or tenant of an Owner. (However, a tenant may exercise certain rights of membership in the Association under the provisions of its By-Laws and applicable provisions of its Declaration.)

1.11 "Member" shall mean a member of the Association, which shall be comprised of all Owners.

1.12 "Company" shall mean First Pennsylvania Mortgage Trust, a Massachusetts Business trust, its successors and/or assigns.

1.13 "Developer" shall mean First Pennsylvania Mortgage Trust, a Massachusetts Business trust, its successors and/or assigns.

1.14 "Intended For Use" shall mean the anticipated or designated use of various parcels within the properties.

1.15 "Affiliate" shall mean any corporation where more than fifty (50%) percent of the voting stock is owned or controlled by the Developer and any partnership or joint venture in which the Developer has more than fifty (50%) percent proprietary interest.

1.16 "Master Plan" shall mean the planned use development of The Woods as approved by the City of Jacksonville, Florida, under Ordinance 72-1077-535, as amended, or as may be amended from time to time.

1.17 "Assessments" shall mean charges assessed by the Association.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership: Every Owner shall be a member of the Association; provided, however, that any person or entity who holds such title merely as security for the performance of an obligation shall not be a member of the Association nor shall a mortgagee, who has acquired title pursuant to foreclosure, deed in lieu of foreclosure, or similar legal procedure and has not held such title for a period of twelve (12) calendar months, be or become a member of the Association. The Developer shall be a member of the Association, as hereinafter provided.

2.2 Voting Rights: The Association shall have the following classes of voting membership.

(a) Class "A": Except as otherwise provided herein, Class "A" members shall be Owners, with the exception of the Developer (except as provided for in Article 2.2(b) below), and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members, but the vote for each lot shall be exercised as they, among themselves, determine, and in no event shall more than one vote be cast with respect to any lot. The designation of the voting member shall be made, as provided by and subject to the provisions and restrictions set forth in these By-Laws of the Association.

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(b) Class "B": The Class "B" member shall be the Developer, its successors or assigns. Until termination of the Class "B" membership, Class "B" members shall be entitled to an equal number of votes as cumulatively held by all Class "A" members, plus one (1) additional vote. The Class "B" membership shall cease when the entire planned unit development has been platted and fee simple title to more than ninety (90%) percent of all lots in the planned unit development has been conveyed by the Developer or its successors and assigns, at which time Class "B" membership shall be converted to Class "A" membership.

2.3 The voting rights of any Owner may be assigned, in writing, by said Owner to the lessee of a completed residence on said Owner's lot; provided, however, that the lease therefor, at its inception, was not less than twelve (12) months; and provided, further, that there is first submitted to the Association said Owner's consent and authorization in form and content to be designated by the Association.

2.4 Voting:

(a) If an Owner owns more than one (1) lot, he shall be entitled to one (1) vote for each lot owned. The vote of a lot shall not be divisible.

(b) A simple majority of the Owner's fee total votes shall decide any question unless the By-Laws or Articles provide otherwise.

2.5 Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners entitled to vote (including the Developer, its successors or assigns) shall constitute a quorum.

2.6 Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, shall be filed with the Secretary of the Association prior to the meeting at which they are to be used, and shall be valid only for the particular meeting designated. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as the member entitled to vote, a proxy must be signed by both in order to designate a third person as proxy.

2.7 Designation of Voting Member: If a lot is owned by one person, his right to vote shall be established by the record title to the lot. If a lot is owned by more than one person, the person entitled to cast the lot's vote shall be designated in a certificate to be filed with the Secretary of the Association ("Secretary"), signed by all of the record Owners of the lot. If a lot is owned by a corporation or other entity (excluding the Developer, its successors or assigns), it shall designate the officer, employee or agent, entitled to cast that lot's vote, by executing a certificate to be filed with the Secretary, signed by its President, Vice President or other duly authorized agent, and attested to by its Secretary or Assistant Secretary if it is a corporation. The person designated in such certificate shall be known as the voting member of the Association with respect to that lot. If, for a lot owned by more than one person or by a corporation or other entity, such certificate is not on file with the Secretary of the Association, the vote of that lot shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the lot, except if said lot is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the lot. If a lot is owned jointly by a husband and wife, the following provisions are applicable:

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(a) They may, but they shall not be required to, designate a voting member;

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; and

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the lot's vote.

2.8 Limitation On Right To Vote: Each Owner has an obligation to pay the Association's maintenance and special assessments. The Association has the responsibility and obligation to make and collect these assessments. If, at the time of any meeting of the membership, any member is more than thirty (30) days' delinquent in the payment of any assessment, he shall not be entitled to vote. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which lots are current in the payment of all assessments and are, therefore, eligible to vote.

ARTICLE III

MEMBERSHIP AND MEETINGS

3.1 Place: All meetings of the membership shall be held at such place and at such time as shall be designated by the Board of Directors ("Board") and stated in the Notice of Meeting.

3.2 Notices: It shall be the duty of the Secretary to send by regular mail, or deliver a Notice of each annual or special meeting to each Owner at least thirty (30) days, but not more than forty (40) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All Notices shall be mailed to or served at the address of the Owner as it appears on the books of the Association.

3.3 Annual Meeting: The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held at 7:30 P.M., eastern standard time, on the first Tuesday in March of each year; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day. At the annual meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited) and shall transact such other business as may properly be brought before the meeting.

3.4 Special Meeting: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the President or Secretary at the request, in writing, of voting members representing twenty-five (25%) percent of the total number of residences. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated on the Notice of Meeting.

3.5 Waiver and Consent: Whenever a vote of members is to be taken, the meeting and vote of members may be dispensed with if not less than a majority of voting members shall consent, in writing, to such action being taken; however, Notice of such action shall be given to all members unless all members approve such action.

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3.6 Adjourned Meetings: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 Contents of Notice: Any Notice furnished in connection with these By-Laws shall contain any and all information required by the By-Laws to be contained therein for valid Notice. Unless otherwise provided in these By-Laws, the Articles of Incorporation or the Amended Declarations of Covenants and Restrictions for The Woods, Units I, II, III, IV and V (the "Amended Declaration"), the Notice shall specify in general terms the nature of the business to be conducted.

3.8 Change of Address: A change of address to which any Notice required must be sent, shall not be effective until after the expiration of thirty (30) days after receipt thereof by the Association. All changes of address shall be made by giving written notice thereof to the Secretary of the Association at the principal offices of the Association, namely, 1609 The Woods Drive, Jacksonville, Florida, or at such other principal office at which the Association may maintain from time to time.

ARTICLE IV

DIRECTORS

4.1 Number, Term and Qualifications: The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than nine (9) persons, as is determined from time to time by the members. All Directors shall be members; provided, however, any Directors designated by the Developer need not be members. All officers of any corporate Owner shall be deemed to be members so as to qualify to be Directors. Directors shall be elected by voting members at the annual meeting. The term of each Director's service shall extend until the next annual meeting of members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided below. The organizational meeting of a newly elected Board shall be held immediately after their election at such place and time as shall be fixed by the Directors. No Notice of the organizational meeting shall be necessary, provided a quorum shall be present.

4.2 Removal of Directors by Members: At any time after a majority of the Board is elected by members, at any duly convened regular or special meeting of members at which a quorum is present, any one or more of the Directors may be removed, with or without cause, by the affirmative vote or written agreement of Voting Members casting a majority vote; provided, however, that a Director designated by the Developer may only be removed by the Developer as long as the Developer controls the Association. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

4.3 Vacancies on Board: If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office; provided, however, that as long as the Developer controls the Association, it shall designate the successor of any Director appointed by it. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

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4.4 Disqualification and Resignation of Directors: Any Director may resign at any time by sending a written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof. Commencing with the organizational meeting of any newly elected Board, more than three (3) consecutive absences unless excused by resolution of the Board, shall constitute a resignation from the Board, unless he remains an Owner. The transfer by a Director of title to his residence shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

4.5 Regular Meetings: The Board may establish a schedule of regular meetings to be held at such time and place in Jacksonville, Florida, as it may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the date established for such meeting. All regular and special meetings of the Board shall be open to Owners; and all minutes shall be circulated to the Directors for signature by each of them.

4.5 Special Meetings: Special meetings of the Board may be called by the President or, in his absence, by the Vice President, or by a majority of the Directors, by giving two (2) days' notice to all Directors, in writing, of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

4.7 Directors' Waiver of Notice: Before or at any meeting of the Board, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

4.8 Quorum: At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present shall adjourn the meeting from time to time. At each such adjourned meeting, any business which might have originally been transacted, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

4.9 Compensation: Directors' fees, if any, shall be determined by the Voting Members.

4.10 Designation of Directors: Notwithstanding anything to the contrary contained in these By-Laws, until such time as the entire planned unit development (as defined in the Amended Declaration, to-wit: the planned unit development approved in the Master Plan and described in Ordinance 72-1077-535 enacted by the City of Jacksonville on December 12, 1972) has been platted by the Developer and its successors and assigns, and fee simple title to more than ninety (90) percent of all lots in the planned unit development has been conveyed in the ordinary course of business by the Developer, or its successors and assigns

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the Developer shall have the right to designate and elect a majority of the Board of Directors (none of whom need be members of the Association), and the remaining members of the Association shall have the right to elect a minority of said Board. In the event that the Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, the Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any Director designated by the Developer shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name of the person designated as successor Director. The removal of any Director and designation of his successor shall become effective immediately upon delivery of such written instrument by the Developer to any officer of the Association.

4.11 Powers and Duties: The Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all acts and things as are not by law, the Articles of Incorporation ("Articles"), or these By-Laws directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to, the following:

- (a) To exercise all powers specifically set forth in the Articles or By-Laws, and all powers incidental thereto;
- (b) To make regular and special assessments; to collect said assessments; and to use and expend the assessments to carry out the purposes of the Association.
- (c) To employ, dismiss and control any personnel necessary for the maintenance and operation of the Association, its common areas and facilities; and to employ attorneys, accountants, contractors and other professionals as the need arises.
- (d) To make and amend regulations respecting the operation, use and maintenance of the common properties.
- (e) To contract for the management and/or maintenance of the common properties and to delegate to a Manager all of the powers and duties of the Association; to contract for the management or operation of portions of the common properties or facilities susceptible to separate management or operation.
- (f) To provide for the further improvement of the common properties, including the rights to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to acquire and enter into agreements, subject to the provisions of the Articles and By-Laws.
- (g) To designate one or more committees which, to the extent provided in the resolution designating such committee, shall have the powers of the Board in the management affairs and business of the Association. Such committee shall consist of at least three (3) members, one of whom shall be a Director. A committee shall have such name as may be determined by the Board. The committee shall keep regular minutes of their proceedings and report to the Board as required. The foregoing powers shall be exercised by the Board and its employees, subject only to approval by Owners when specifically required.

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ARTICLE V
OFFICERS

5.1 Elective Officers: The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one of these offices. The President and Vice President shall be members of the Board. Notwithstanding the foregoing, the restrictions as to one person holding only one of the aforementioned offices and the President and Vice President being members of the Board shall not apply until such time as Developer no longer has the right to elect all or a majority of Directors.

5.2 Election: The officers of the Association shall be elected annually by the Board at the first organizational meeting of each new Board.

5.3 Appointive Officers: The Board may appoint Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, and such other officers as it deems necessary.

5.4 Term: The officers shall hold office until their successors are elected and qualify for their office. Any officer elected or appointed by the Board may be removed by the Board at any time, with or without cause; provided, however, that no officer shall be removed except by affirmative vote for removal of seventy-five (75%) percent or more of the entire Board (e.g., if the Board is composed of twelve (12) Directors, then nine (9) Directors must vote for removal); provided, however, that as long as the Developer controls the Association, the affirmative vote required for removal shall be a majority of the Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

5.5 The President: The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of Owners and of the Board. He shall exercise the executive powers of the Association and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such others as may be delegated to him from time to time by the Board.

5.6 The Vice President: The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the Board.

5.7 The Secretary: The Secretary shall issue Notices of all Board meetings and all meetings of Owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by Owners and Board members at all reasonable times.

5.8 The Treasurer:

(a) The Treasurer shall have custody of the Association's funds and securities. He shall keep full and accurate accounts of the Association's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated by the Board. The books shall reflect an account for each Family Dwelling Unit.

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(b) He shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer and of the financial condition of the Association to the Board whenever it may require it.

(c) He shall collect all assessments and shall promptly report to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices which shall be open to inspection by Owners or their authorized representatives at reasonable times. He shall render to Owners or their authorized representatives at least annually, a written summary of the Association's fiscal activities.

(e) He shall prepare the Association's Budget.

5.9 Miscellaneous: Notwithstanding anything to the contrary contained herein, as long as the Developer controls the Association or is entitled to designate a majority of the Board, the books, records and minutes of the Association shall be open from time to time, at reasonable times and upon reasonable notice, for inspection only by a committee of not more than five (5) members of the Association designated, in writing, annually by a majority of the members in good standing at the annual meeting of the members.

ARTICLE VI

FINANCES AND ASSESSMENTS

6.1 Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board. Obligations of the Association shall be signed by at least two officers.

6.2 Fiscal Year: The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

6.3 Determination of Assessments:

(a) The Board shall fix and determine the sum or sums necessary and adequate to assess Owners for their share of the assessments set forth in the Budget. Assessments shall include expenses for the operation, maintenance, repair or replacement of the common properties; costs of carrying out the powers and duties of Association; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated by the Board. Funds for the payment of same shall be assessed against Owners. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board.

(b) A copy of the proposed annual Budget shall be mailed to Owners not less than thirty (30) days prior to the board meeting at which the Budget will be considered, together with a notice of that meeting:

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(c) When the Board has determined the amount of any assessment, the Treasurer shall mail or present to each Owner a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

(d) Anything herein contained to the contrary notwithstanding, the annual assessments imposed by the Board may not exceed that permitted by Section 5.3 of the Amended Declaration, unless the same is approved by at least three-fourths (3/4) of the members present and entitled to vote at a duly called meeting of the members of the Association. Similarly, all special assessments approved by the Board shall also require approval by at least a three-fourths (3/4) vote of the members present and entitled to vote at a duly called meeting of the membership.

6.4 Application of Payments and Commingling of Funds: All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by an Owner shall be applied to interest, costs, attorneys' fees, other charges, expenses, advances and general or special assessments, in such manner and amounts as the Board determines.

6.5 Acceleration of Assessment Installments Upon Default: If an Owner shall be in default in the payment of an installment upon any assessment, the Board may accelerate the remaining monthly installments for the fiscal year. A notice of acceleration shall be sent to the Owner, and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice.

6.6 Audit: An audit of the accounts of the Association shall be made at any time upon the affirmative vote of one-third (1/3) of the members of the Association, in which event, the cost thereof shall be borne by the Association. In the event that the vote therefor is less than one-third (1/3) of the Association members, the audit, nevertheless, will be conducted, provided that any of the members voting therefor personally agree, in writing, to individually bear the cost thereof. Said audit shall be prepared by such accountant as the Board selects, and a copy of said report shall be mailed to members. Anything herein contained to the contrary notwithstanding, there shall be no more than one (1) audit made for each of the years 1979, 1980 and 1981.

ARTICLE VIICOMPLIANCE AND DEFAULT

7.1 Violations: In the event of a violation (other than the non-payment of an assessment) by the Owner of any of the provisions of the By-Laws, the Association, by direction of its Board, shall notify the Owner of said breach by written notice, transmitted to the Owner by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of such notice, the Association shall have the right to treat such violation as an intentional, material breach of the By-Laws, and the Association shall then, at its option, have the following elections:

(a) To commence an action in equity to enforce performance on the part of the Owner; or

(b) To commence an action at law to recover its damages; or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by a Court that the Owner was in violation of any of the provisions of the By-Laws, the Owner shall reimburse the Association for its reasonable attorneys' fees incurred in bringing such action. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written

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request, signed by an Owner, sent to the Board, shall authorize any Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Declaration of Covenants and Restrictions, as amended, from time to time, the By-Laws of the Association, as amended, from time to time, and/or in any manner as provided by law. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately, as an emergency matter. The cost thereof shall be charged to the Owner as a specific item, which shall, until paid in full, be a lien against his lot and all property and improvements thereon with the same force and effect as if the charge were a part of the assessments.

7.2 Negligence or Carelessness of an Owner: All Owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees or licensees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any residence or its appurtenances. However, nothing contained herein shall be construed as modifying any waiver by an insurance company as to its rights or subrogation. The cost of any maintenance, repair or replacement, performed pursuant to this paragraph, shall be charged to said Owner as a specific item, which shall, until paid in full, be a lien against his lot and all property and improvements thereon with the same force and effect as if the charges were a part of the assessments.

7.3 Costs and Attorneys' Fees: In any proceeding arising because of an alleged default by an Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

7.4 No Waiver of Rights: The failure of the Association or an Owner to enforce any right, provision, covenant or condition which may be granted by the By-Laws or any other document governing the use and occupancy of a lot or residence in the subdivision shall not constitute a waiver of the right of the Association or Owner to enforce such right, provision, covenant or condition in the future.

7.5 Election of Remedies: All rights, remedies and privileges granted to the Association or an Owner pursuant to any terms, provisions, covenants or conditions of the By-Laws or any other document governing the use and occupancy of a residence in the subdivision shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted in said documents.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Architectural Approval: The Directors shall appoint and designate an architectural control committee of three (3) persons or entities, one of whom shall be a lot Owner and resident of the planned unit development, and the other two of whom shall be designated, appointed and removed by the Developer as long as the Developer has the right to designate a majority of the Board. The members of such committee designated by the Developer need not be lot Owners or residents of the subdivision. All matters described in the Amended Declaration which require approval of the architectural control committee shall be

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submitted to such committee for its approval; and any decision of the committee in the construction and application of the pertinent provisions of the Amended Declaration and of these By-Laws, as the same may be amended from time to time, as to architectural and aesthetic matters, shall be final and binding on all parties. In considering any application for approval, the architectural control committee shall consider the harmony and compatibility of the exterior and design of any proposed structure or improvement, in comparison with all surrounding structures.

8.2 Failure to Respond: In the event that the committee for a period of thirty (30) days after receipt of the application for approval (and after receipt of all plans, specifications and other documents deemed necessary by the committee in its sole discretion), fails to either issue to the applicant its written approval, a conditional approval, disapproval or letter of comments thereof, the same shall be deemed to have been approved by the committee.

ARTICLE IX

THE WOODS TENNIS AND SWIM CLUB

9.1 Purpose: The Association shall operate a Tennis and Swim Club ("Club") for the purpose of proper operation and maintenance of the swimming pool and tennis facilities, both present and future, within the properties described in Schedule "A" of the Amended Declaration.

9.2 Membership: All members of the Association shall be entitled, but shall not be required, to become members of the Club.

9.3 Use of Club Facilities: Subject to the rules and regulations of the Club facilities which may from time to time be adopted by the Board, all Club members shall have the right to use and enjoy all facilities of the Club, on a uniform and non-discriminatory basis.

9.4 Fees and Dues: The Board may from time to time impose or modify initiation fees and dues as a condition to Club membership and use of Club facilities, provided, however, that no increase or modification in any such fees or dues shall be binding or effective without the Developer's prior written consent as long as the Developer shall own any real property within the planned unit development. Tennis and Swim membership shall be on an annual basis. Pool membership shall be on an annual basis. During 1979, the monthly dues of Club members shall not exceed Twenty (\$20.00) Dollars per family for Tennis and Swim membership; and Twenty-five (\$25.00) Dollars per family for Swim membership only during the swimming season while the pool is open for use (the same to be prorated for the first and last month thereof, if necessary). All new members of the Tennis and Swim Club (regardless of whether they are tennis and swim members, or just swim members) shall pay to the Club a one-time non-refundable membership initiation fee of Two Hundred (\$200.00) Dollars per family, which fee shall be deposited in the Club's Capital Improvement Fund, and used for capital improvements to the Club as the Board of Directors shall from time to time determine. After 1979,

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membership fees can be increased at ten (10%) percent each year in the same manner as increases of assessments as provided in Article V of the Amended Declaration, provided, however, that increases in excess of ten (10%) percent may be levied by the board, but shall require approval of a three-fourths (3/4) vote of the members at a duly called meeting of the members of the Association. All monthly fees shall be payable in advance, without notice, on the first day of each month to such party or entity as the Board may, from time to time, direct. All fees and dues shall be reasonable, non-discriminatory and uniform in their application; and there shall be no distinction between or classification of Club members.

9.5 Rules and Regulations: The Board shall, from time to time, promulgate rules and regulations concerning the use of the Club's facilities, and the same shall be effective upon the posting thereof in conspicuous places upon the Club facilities, or upon giving such other notice thereof as the Board shall direct. All Club members covenant to comply with said rules and regulations. If any member violates any such rules and regulations or fails to maintain acceptable standards of behavior concerning the use of the facilities, then the Board may unilaterally suspend said member and/or his family from the use of some or all of the Club's facilities for such time as it deems necessary, without any reduction or abatement in the charges or fees hereunder, or, in the Board's sole discretion, it may utilize all remedies provided at law or equity, or a combination of any and all rights herein specified. All members of the Club hereby waive the defense of "election of remedies".

9.6 Right to Alter Club Facilities: The Board shall have the unequivocal right, without the consent of any other party, at any time and from time to time to change and/or add to the facilities of the Club. The Board shall be the sole judge of the foregoing, including the plans, designs, size and contents of any areas and facilities or changes. The foregoing shall not be deemed to require any future addition to the Club's facilities.

9.7 Lien and Enforcement: The obligation to pay the Club's fees and charges shall be a personal obligation of the Club member and his entire family, jointly and severally. The failure to pay all or any such fees and dues shall create a lien upon the lot of the Owner, with the same force and effect and to the same extent as if the Owner failed to pay an assessment under the Amended Declaration, and may be enforced in the same manner as a lien for failure to pay an assessment. The Owner hereby waives the right of such Owner and the lot, together with all improvements thereon, to be exempt from enforcement of said lien as homestead property under the Florida Constitution (if applicable).

9.8 Default: In addition to the lien hereinabove provided, failure to pay any fees or dues by the fifteenth (15th) of the month in which they are due, shall cause the delinquent payment to bear interest at the maximum rate then permitted by law. In addition, the Club shall have the right to accelerate the payments of the membership fee or dues for the respective periods then payable (namely, six (6) months for swim membership only, and twelve (12) months for swim and tennis membership), which sum shall immediately become due and payable. In the event that the Association employs any attorney to collect said sums and/or enforce said lien, the Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees.

9.9 Accounting: As long as the Developer shall have the right to designate a majority of the Board, the accounting records of the Club shall be open from time to time at reasonable times and upon reasonable notice, for inspection by a committee of not more than five (5) Club members designated from time to time at the Annual meeting of the members.

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ARTICLE X

MEMBERS' VOTES IN EXCESS OF A MAJORITY

10.1 Applicability and Percentage: To be effective, the following business shall require the affirmative vote of the stated percentage of members entitled to vote at a duly called meeting of the membership:

(a) To subject additional property to the Amended Declaration, pursuant to Sections 2.3(b) or 2.3(c) of such Amended Declaration - a three-fourths (3/4) vote.

(b) To convey all or part of the common properties as provided in Section 4.3(f) of the Amended Declaration - a three-fourths (3/4) vote.

(c) To increase the maximum annual assessments beyond the maximum authorized annual adjustment, as provided in Section 5.3 of the Amended Declaration - a three-fourths (3/4) vote.

(d) For the approval of special assessments as provided in Section 5.4 of the Amended Declaration - a three-fourths (3/4) vote.

(e) To permit a mortgage of Association property or a pledge of the revenues thereof, as provided in Section 6.4 of the Amended Declaration - a three-fourths (3/4) vote.

(f) To modify the duration of the Amended Declaration, as provided in Section 9.20 of the Amended Declaration - a three-fourths (3/4) vote.

(g) To modify the Amended Declaration, either in whole or in part, as provided in Section 9.20 of the Amended Declaration - a three-fourths (3/4) vote.

(h) To modify any of the foregoing voting requirements in this Article - a three-fourths (3/4) vote.

(i) To amend the Articles of Incorporation - three-fourths (3/4ths) vote of each Class of members.

ARTICLE XI

AMENDMENTS TO THE BY-LAWS

11.1 These By-Laws may be altered, amended or added to at any duly called meeting of the members, provided that:

(a) Notice of the meeting shall contain a statement of the proposed Amendment.

(b) If the Amendment has received the unanimous approval of the Board, then it shall be approved upon the affirmative vote of a majority of voting members.

(c) If the Amendment has not been approved by a unanimous vote of the Board, then the Amendment shall be approved by the affirmative vote of seventy-five (75%) percent of the voting members.

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(d) Anything herein contained to the contrary notwithstanding, as long as the Developer has the right to designate a majority of the Board, these By-Laws may not be amended without a prior resolution of the Board requesting said Amendment; and

(e) Notwithstanding the foregoing, no Amendment to these By-Laws may, at any time, be adopted or become effective, which shall abridge, amend or alter the rights of the Developer without first obtaining the prior written consent of the Developer.

ARTICLE XII

INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved by reason of his being or having been a Director or Officer of the Association. This indemnification shall apply whether or not he is a Director or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or Officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any former Owner or member from any liability or obligation incurred under or in any way connected with The Woods Community Association, Inc. during the period of ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and Member, arising out of, or which is in any way connected with such ownership and membership.

ARTICLE XIV

RULES AND REGULATIONS

14.1 All Aross: The Board may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, the use, maintenance, management and control of the common properties and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be furnished to all Owners at least seventy-two (72) hours prior to the time that they become effective, except that as to the Club, the same may become effective immediately upon the posting thereof at the Club facilities.

ARTICLE XV

SERVICES OF THE ASSOCIATION

15.1 General: The Board of Directors of the Association are authorized to provide the following services:

- (a) Clean up and maintenance of all roads, roadways, parkways and other common properties and also all public properties which are located within or in a reasonable proximity to the development where the Association, in its sole discretion, determines that the condition thereof affects the appearance of the development as a whole.
- (b) Landscaping of roads and parkways, sidewalks and walking paths and any other common properties.
- (c) Lighting of roads and sidewalks throughout the development.
- (d) Police protection and security.
- (e) Fire protection.
- (f) Health care services.
- (g) Garbage and trash collection and disposal.
- (h) Insect and pest control.
- (i) The services necessary to carry out the obligations and business of the Association under the terms of this instrument.
- (j) Maintenance of all lakes and lagoons located within the development, including stocking of such lakes and lagoons.
- (k) The taking of any action necessary to enforce all Covenants and Restrictions affecting the properties and to perform any of the functions or services delegated to the Association in any Covenants and Restrictions applicable to the property.
- (l) To set up and operate an architectural control committee to carry out the functions set forth in Article VII of this Declaration in the event that the Association is designated by the Developer as the agent of the Developer for that purpose.

15.2 No Obligation: The Board of Directors shall not be obligated to approve the rendering of any of the foregoing services.

ARTICLE XVI

CONSTRUCTION

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

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

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16.3 Conflict: In the event of any conflict between these By-Laws, as adopted, or from time to time amended, and the Amended Declaration, as the same may from time to time be amended, the latter shall prevail.

16.4 Prior By-Laws: All By-Laws heretofore enacted by the Association are hereby superseded in their entirety by the provisions herein contained.

ARTICLE XVII

ADOPTION OF BY-LAWS

These By-Laws were adopted by the Association on November 13, 1979, at a duly convened meeting of the Board. A concurrence of the members was obtained in accordance with the certificate annexed hereto.

James B. Rice
Secretary

APPROVED:

[Signature]
President

80- 8341

FEB 12 30 11 '81

SEARCHED
SERIALIZED
INDEXED

CORRECTION OF ERRATA
OF
AMENDED BY-LAWS
OF
THE WOODS COMMUNITY ASSOCIATION, INC.
(A Corporation Not-For-Profit)

Article III, Membership and Meetings, 3.3 is hereinafter set forth as corrected, in accordance with the Amended By-Laws as approved at the Annual Meeting of the membership held November 13, 1979:

ARTICLE III
MEMBERSHIP AND MEETINGS

3.3 ANNUAL MEETINGS: The Annual Meeting for the purpose of electing Directors and transacting any other authorized business shall be held at 7:30 P. M., eastern standard time, on the second Tuesday in November of each year; Provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day. At the Annual Meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited) and shall transact such other business as may properly be brought before the meeting.

Janis B. Lee
Secretary

APPROVED:

[Signature]
President

Sworn to and subscribed
before me this 27th day
of Dec, 1980.

[Signature]
Notary Public

My Commission Expires 1-16-84

NOTARY PUBLIC STATE OF OREGON
JANIS B. LEE
1217 N. 20th St.
Astoria, OR 97103

va 5272 : 464

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CERTIFICATE AS TO AMENDMENT OF BY-LAWS

We, Robert H. Matlika and Janis B. Rose, hereby certify that we are President and Secretary, respectively, of The Woods Community Association, Inc., a non-profit Florida corporation.

We further certify that the following resolution relating to the amendment of the By-Laws of said association, which resolution reads as follows:

BE IT RESOLVED, That Article IV of the Amended By-Laws be amended to read as follows:

ARTICLE IV

DIRECTORS

4.1 Number, Term and Qualifications: The affairs of the Association shall be governed by a Board composed of not less than three (3) nor more than nine(9) persons, as is determined from time to time by the members. All Directors shall be members; provided, however, any Directors designated by the Developer need not be members. All officers of any corporate Owner shall be deemed to be members so as to qualify to be Directors. Directors shall be elected by voting members at the annual meeting. Two of the Directors elected by the voting members (those directors which are not designated by the Developer) shall serve two year terms commencing in alternate years. The terms of each of the remaining Director's service shall extend until the next annual meeting of members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided below. The organizational meeting of a newly elected Board shall be held immediately after their election at such place and time as shall be fixed by the Directors. No Notice of the organizational meeting shall be necessary, provided a quorum shall be present.

was unanimously approved by the Board of Directors of the association at a special meeting of The Board of Directors duly called and held on December 10, 1980, was thereafter proposed by the Board of Directors to the members of the association at a special meeting of members duly called and held on January 6, 1981, and that prior to that meeting, the Developer gave its written consent to the adoption of the resolution amending the By-Laws.

We further certify that at said special meeting of the members of the association, the foregoing resolution was submitted for approval or disapproval to the members, that the members voted upon said resolution and that upon such vote, a majority of the members present voted affirmatively and in favor of the adoption of said resolution and of the amendment to the association's By-Laws contained therein.

THIS DOCUMENT PREPARED BY (AND RETURNED TO) CHRISTOPHER R. BRUCK, Attorney at Law 1000 GULF BLVD, SUITE 300

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IN WITNESS WHEREOF, we have executed this certificate as President and Secretary, respectively, of The Woods Community Association, Inc., a non-profit Florida corporation, and have caused the same to be sealed with the corporate seal, this 27th day of January, 1981.

[Signature]
As President of The Woods Community Association, Inc.
[Signature]
As Secretary of The Woods Community Association, Inc.

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

Before me personally appeared this day, Robert H. Matlika and Janis B. Rose, each to me well known and known to me to be the persons described in and who executed the foregoing certificate as President and Secretary, respectively, of The Woods Community Association, Inc., a non-profit Florida corporation, and they severally acknowledged to and before me that they each made, subscribed, and acknowledged the foregoing certificate as their foregoing several and voluntary acts and deeds, that the corporate seal affixed to said certificate is the corporate seal of said corporation and that the facts set forth in said certificate are true and correct.

WITNESS my hand and official seal this 27th day of January, 1981.

[Signature]
Notary Public, State of Florida
at Large
My Commission Expires July 28, 1983

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AMENDMENT TO
BY-LAWS
OF
THE WOODS COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT is made effective the 9th day of November, 1984, by THE WOODS COMMUNITY ASSOCIATION, INC., a Florida corporation, (hereinafter referred to as the "Association"), which term shall include its successors and assigns wherever the context so requires or admits,

WHEREAS, "The Woods Subdivision" is a planned unit development under a master plan consisting of Units I, II, II-A, III, III-A, IV and V, situate in the County of Duval, State of Florida; and

WHEREAS, there has heretofore been recorded Amended By-Laws of The Woods Community Association, Inc. in Official Records Volume 5049, Pages 314-330 of the current public records of Duval County, Florida, and a Certificate as to Amendment of By-Laws in Official Records Volume 5272, at Pages 464 and 456 of the current public records of Duval County, Florida, and

WHEREAS, the Association desires to amend the said recorded Amended By-Laws as to the provisions relating to The Woods Tennis and Swim Club, said amendment having come before the members of the Association at the Annual Meeting duly and properly called on November 8, 1984, and in accordance with the Amended By-Laws of the Association the said amendment received the appropriate majority vote of the members necessary to amend the By-Laws,

NOW, THEREFORE, in consideration of the premises, the Association does hereby declare that Article IX of the of the By-Laws is hereby amended to read as follows:

ARTICLE IX

THE WOODS TENNIS AND SWIM CLUB

9.1 Purpose: The Association shall operate a Tennis and Swim Club ("Club") for the purpose of proper operation and maintenance of the swimming pool and tennis facilities, both present and future, within the properties described in Schedule "A" of the Amended Declaration.

9.2 Membership: All members of the Association shall be members of the Club, without initiation fee.

9.3 Use of Club Facilities: Subject to the rules and regulations of the Club facilities which may from time to time be adopted by the Board, all members shall have the right to use and enjoy all facilities of the Club, on a uniform and non-discriminatory basis.

9.4 Financing:

(a) The Board shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the costs of the operation and funding of the Club. Funds for the payment of the same shall be assessed against owners as a part of the annual assessment provided for in the By-Laws and the Covenants and Restrictions.

(b) Special assessments, if necessary for the Club, shall only be levied as provided in the By-Laws and Covenants and Restrictions, and be subject to the approval of the members.

PLEASE RECORD AND RETURN TO:
EDWARD A. WHITE
202 BARNETT BANK BUILDING

THIS INSTRUMENT WAS PREPARED BY
EDWARD A. WHITE
ATTORNEY AT LAW
202 BARNETT BANK BUILDING

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9.5 Rules and Regulations: The Board shall, from time to time, promulgate rules and regulations concerning the use of the Club's facilities, and the same shall be effective upon the posting thereof in conspicuous places upon the Club facilities, or upon giving such other notice thereof as the Board shall direct. All Club members covenant to comply with said rules and regulations. If any member violates any such rules and regulations or fails to maintain acceptable standards of behavior concerning the use of the facilities, then the Board may unilaterally suspend said member and/or his family from the use of some or all of the Club's facilities for such time as it deems necessary, without any reduction or abatement in the charges or fees hereunder, or, in the Board's sole discretion, it may utilize all remedies provided at law or equity, or a combination of any and all rights herein specified. All members of the Club hereby waive the defense of "election of remedies".

9.6 Right to Alter Club Facilities: The Board shall have the unequivocal right, without the consent of any other party, at any time and from time to time, to change and/or add to the facilities of the Club. The Board shall be the sole judge of the foregoing, including the plans, designs, size and contents of any areas and facilities or changes. The foregoing shall not be deemed to require any future addition to the Club's facilities.

9.7 Accountings: As long as the Developer shall have the right to designate a majority of the Board, the accounting records of the Club shall be open from time to time at reasonable times and upon reasonable notice, for inspection by a committee of not more than five (5) Club members designated from time to time at the annual meeting of the members.

IN WITNESS WHEREOF, this instrument has been executed by the Association.

THE WOODS COMMUNITY ASSOCIATION, INC.

By: [Signature]
Its President

Attest: [Signature]
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared ROBERT R. METLIKA and EDWARD A. WHITE, the President and Secretary of THE WOODS COMMUNITY ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me well known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized for the uses and purposes more particularly set forth in the foregoing instrument; and that the official seal of said corporation is duly affixed thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 28th day of November, 1984, in the County and State aforesaid.

84-108280
Dec 3 9 58 AM '84

[Signature]
Notary Public
State of Florida at Large

Exhibit E
(Letter of Approval)

Rick Scott
GOVERNOR



Hunting F. Deutsch
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT *of*
ECONOMIC OPPORTUNITY**

September 18, 2012

Thomas M. Jenks, Esquire
Gunster Yoakley & Stewart
225 Water Street, Suite 1750
Jacksonville, Florida 32202

RE: The Woods Community Association, Inc.
Covenant Revitalization
DEO-12-118

Dear Mr. Jenks:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for The Woods Community Association, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

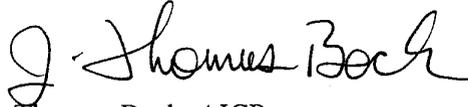
Please be advised that Section 720.407(1), F.S., requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the homeowners' association with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, Section 720.407(2), F.S., requires that the president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have those documents and this letter recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records.

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If you have any questions concerning this matter, please contact Emily E. Eineman, Assistant General Counsel, at (850) 245-7150 or Paul Piller at (850) 717-8501.

Sincerely,



J. Thomas Beck, AICP
Director, Division of Community Development

NOTICE OF RIGHTS

ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 107 EAST MADISON STREET, CALDWELL BLDG., MSC 110, TALLAHASSEE, FLORIDA 32399-4128, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

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NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 18th day of September, 2012.



Miriam Snipes
Agency Clerk

By U.S. Mail:

Thomas M. Jenks, Esq.
Gunster Yoakley & Stewart
225 Water Street, Suite 1750
Jacksonville, Florida 32202

By Interoffice Delivery:

Emily E. Eineman
Assistant General Counsel
Department of Economic Opportunity
Office of the General Counsel
107 East Madison Street, MSC 110
Tallahassee, Florida 32399-4128

Paul Piller
Community Program Manager
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4210