

Prepared by and Return to:
Fred Elefant, Esquire
Fred Elefant, P.A.
1650 Prudential Drive, Suite 105
Jacksonville, Florida 32207

**NOTICE OF PRESERVATION OF THE
DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
FOR THE VALLEY AT HIDDEN HILLS**

Pursuant to Chapter 712, Florida Statutes, The Marketable Record Title Act ("MRTA"), the undersigned records this Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") to preserve and protect the declaration of covenants, conditions, and restrictions identified herein from extinguishment by the operation of MRTA.

1. This Notice is filed by The Valley at Hidden Hills Homeowners Association, Inc., a Florida not-for-profit corporation, a/k/a The Valley P.U.D. Residential Homeowners Association, Inc. (the "Association"), the association of lot owners pursuant to that Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills, originally recorded in Official Records Book 5996, Page 1266 of the Public Records of Duval County, Florida, with a post office address of: c/o Banning Management, Inc., 6028 Chester Avenue, Suite 105, Jacksonville, Florida 32217.

2. A full and complete description of the lands affected by this Notice is attached hereto as Exhibits "A", "B", "C", "D" and "E".

3. The required affidavit pursuant to Fla. Stat. §712.06(1)(b) of a member of the Board of Directors of the Association (the "Board") affirming that the Board provided the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as Exhibit "F".

4. This Notice preserves the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills, originally recorded in Official Records Book 5996, Page 1266 of the Public Records of Duval County, Florida, and all amendments thereto, a copy of which is attached hereto as composite Exhibit "G". This preservation action shall include and extend to all amendments of the Declaration.

[SIGNATURES ON FOLLOWING PAGE]

This Notice of Preservation of the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills is executed this 13th day of April, 2015 by the undersigned.

Witnesseth:

THE VALLEY AT HIDDEN HILLS
HOMEOWNERS ASSOCIATION, INC.
a/k/a The Valley P.U.D. Residential
Homeowners Association, Inc.

Terrance K. Banning
Print: Terrance K. Banning

By: [Signature]
Print Name: Donald Collins
Its President

Lisa C Sullivan
Print: Lisa C Sullivan

Attest: [Signature]
Print Name: Ana Maria DeVries
Its Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13th day of April, 2015, by Donald Collins, President, and Ana Maria DeVries, Secretary, of THE VALLEY AT HIDDEN HILLS HOMEOWNERS ASSOCIATION, INC. a/k/a The Valley P.U.D. Residential Homeowners Association, Inc., who: are personally know to me or produced a _____ and _____, Driver's License as identification, who executed the foregoing instrument and acknowledge the execution thereof as such officer as the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 13th day of April, 2015.

(SEAL)



Lisa M Carmichael-Sullivan
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 08-24-2018

Lisa M Carmichael-Sullivan
(Print, Type or Stamp Name)

My Commission Expires: 08:24:2018

A tract of land lying in Section 51, Township 1 South, Range 28 East, Duval County, Florida, being a portion of Cecilville, as shown on plat thereof recorded in Plat Book 1, Page 54, of the former Public Records of said County, and being more particularly described as follows: For a point of beginning, commence at the intersection of the Southwesterly line of the aforementioned Section 51 and the Easterly right-of-way line of Fort Caroline Road, as now established for a width of 100'; run thence N. 24°16'00" E., along said Easterly right-of-way line, a distance of 1410.63'; run thence S. 65°44'00" E., a distance of 275.00'; thence N. 79°34'48" E., a distance of 263.67' to the most Southerly corner of Lot 13, Hidden Hills Unit Two, as shown on plat thereof recorded in Plat Book 38, pages 4, 4A & 4B of the Current Public Records of said County; run thence Southeasterly along and around a curve, concave to the Northeast and having a radius of 669.28', for an arc distance of 125.18' to a Point of compound Curvature (the aforementioned arc being subtended by a chord which bears S. 31°07'53" E., 125.00'); from said Point of compound Curvature, run thence Southeasterly along and around a curve, concave to the Northeast and having a radius of 400.00', for an arc distance of 520.58' (said arc being subtended by a chord which bears S. 73°46'25" E., 484.61'); run thence South 59°45'00" E., a distance of 598.67'; thence N. 78°00'00" E., a distance of 490.71'; run thence S. 59°42'06" E., a distance of 528.92' to the Northwest corner of Government Lot 13, Section 33, of the aforementioned Township 1 South, Range 28 East; run thence S. 24°23'44" W., along the Westerly line of said Government Lot 13, the same being the line common to aforementioned Sections 33 and 51, a distance of 1454.07' to a point in the line dividing Township 1 South, Range 28 East and Township 2 South, Range 28 East; run thence S. 89°20'21" W., along the line dividing said Townships, a distance of 619.04' to the aforementioned Southwesterly line of Section 51; run thence N. 66°09'06" W., along said Southwesterly line of Section 51, a distance of 2027.01' to the Point of Beginning.

A part of Government Lot 13, Section 33, Township 1 South, Range 28 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the intersection of the Township line between Township 1 South and Township 2 South with the Easterly line of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, said point of reference also being the Southwesterly corner of the lands described in Deed Book 286, Page 85 of the current public records of said County; thence run North 89°05'12" East along aforesaid Township line, a distance of 375 feet to the Southeasterly corner of said lands described in Deed Book 286, page 85 for the point of beginning; thence continue North 89°05'12" East along said Township line, a distance of 657.87 feet to the Westerly right-of-way line of Fort Caroline Monument Road (State Road No. S-113); thence run along said Westerly right-of-way line of Fort Caroline Monument Road the following courses: North 0°44'48" West a distance of 378.03 feet; South 89°15'12" West a distance of 20.0 feet; North 0°44'48" West a distance of 400.00 feet; North 89°15'12" East a distance of 20.00 feet; North 0°44'48" West a distance of 538.30 feet to the Northerly line of said Government Lot 13; thence run South 89°07'42" West, along said Northerly line of Government Lot 13, a distance of 421.11 feet to the aforementioned Easterly line of the F. P. Sanchez Grant; thence run South 24°08'43" West, along said Easterly line of the F. P. Sanchez Grant, a distance of 989.79 feet to the Northerly line of said lands described in Deed Book 286, Page 85; thence run North 89°05'12" East, along said Northerly line of lands described in Deed Book 286, Page 85, a distance of 178.63 feet to the Northeasterly corner of said lands; thence run South 0°54'48" East, along the Easterly line of said lands described in Deed Book 286, Page 85, a distance of 420.00 feet to the point of beginning.

EXCEPT THE FOLLOWING:

EXHIBIT "A"

That certain piece, parcel or tract of land, lying in and being part of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, Duval County, Florida, also being part of Lot 2, Block 7, Lot 3, Block 8, Lot 3 and Lot 4, Block 11, Lot 1 and Lot 2, Block 12, and positions of Pousayo Avenue and Anna Street, as shown on the plat of Cecilville, as recorded in Plat Book 1, page 54, of the former public records of said county, being more particularly described as follows: From the intersection of the South boundary of said F. P. Sanchez Grant, Section 51 and/or the South boundary of Cecilville, with the Easterly right-of-way of Fort Caroline Road, a 100 foot right-of-way as now established, N. 24°16'00" E., by and along said Easterly right-of-way, a distance of 695.00 feet for a point of beginning; thence, continue N. 24°16'00" E., by and along said Easterly right-of-way, a distance of 715.63 feet; thence, S. 65°44'00" E., a distance of 275.00 feet; thence, N. 79°34'48" E., a distance of 263.67 feet to a point on a curve, said point having radial bearing of N. 64°13'37" E.; thence, Southeasterly around and along a curve to the left, said curve having a radius of 669.28 feet and a delta of 10°43'00", a distance of 125.18 feet to a point of compound curvature; thence, around and along a curve to the left, said curve having a radius of 400.00 feet and a delta of 29°41'44", a distance of 207.31 feet to a point on said curve, said point having a radial bearing of S. 23°48'53" W.; thence, S. 28°19'53" W., a distance of 285.50 feet; thence, S. 01°17'06" W., a distance of 89.00 feet; thence S. 29°48'03" W., a distance of 117.50 feet; thence S. 15°45'57" W., a distance of 113.00 feet to a point on a curve, said point having a radial bearing of S. 13°45'22" W.; thence, Northwesterly, around and along a curve to the left, said curve having a radius of 571.00 feet and a delta of 23°17'54", a distance of 232.19 feet to a point of tangency; thence, S. 80°27'38" W., a distance of 75.34 feet to a point of curvature; thence, around and along a curve to the right, said curve having a radius of 381.00 feet and a delta of 25°30'22", a distance of 169.61 feet to a point on said curve, said point having a radial bearing of S. 15°58'00" W.; thence, N. 55°38'49" W., a distance of 91.41 feet; thence, N. 65°44'00" W., a distance of 265.00 feet to a point of curvature; thence, around and along a curve to the right, said curve having a radius of 25.00 feet and a delta of 90°00'00", a distance of 39.27 feet to a point of tangency on the aforementioned Easterly right-of-way of Ft. Caroline Road and the point of beginning, which property has now been platted as Hidden Hills, Unit 6, Plat Book 40, pages 61, 61A and 61B, current public records of Duval County, Florida.

EXCEPT land lying in dedicated road rights of ways.

(Portions of the above property have been platted as Subdivisions known as Valley View, Unit I, recorded in Plat Book 40, pages 89 and 89A, Arbor Lake Villas, Unit I, recorded in Plat Book 40, pages 87, 87A, 87B, 87C and 87D, Forest Oak, Unit I, recorded in Plat Book 40, pages 46, 46A, 46B and 46C, Countryside, recorded in Plat Book 40, pages 86, 86A, 86B and 86C, and The Hollows, Unit I, recorded in Plat Book 40, pages 98, 98A and 98B, all in the public records of Duval County, Florida.)

EXHIBIT "A"-Continued

Lots 1 through 33, inclusive, Block 1, and Lots 1 through 17, inclusive, Block 2, FOREST OAK, UNIT I, according to plat thereof recorded in Plat Book 40, pages 46, 46A, 46B, and 46C, current public records of Duval County, Florida.

EXHIBIT "B"

That certain piece, parcel or tract of land, lying in and being part of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, and/or Cecilville, as recorded in Plat Book 1, page 54, of the current public records of the City of Jacksonville, Duval County, Florida, being more particularly described as follows:

From the intersection of the Westerly right of way of Fort Caroline Road, a 100-foot right of way as now established, with the South boundary of said F. P. Sanchez Grant and/or Cecilville, S. $66^{\circ}09'06''$ E., by and along said south boundary, a distance of 808.87 feet; thence N. $23^{\circ}50'54''$ E., a distance of 476.37 feet for a point of beginning; thence, N. $01^{\circ}03'36''$ E., a distance of 124.20 feet to a point on a curve, said point having a radial bearing of N. $06^{\circ}40'28''$ W.; thence, Southeastery, around and along a curve to the right, said curve having a radius of 120.0 feet and a delta of $44^{\circ}10'27''$, a distance of 92.52 feet to a point of compound curvature; thence, around and along a curve to the right, said curve having a radius of 25.0 feet and a Delta of $89^{\circ}20'19''$, a distance of 38.98 feet to a point of reverse curvature and the Westerly right of way of Arbor Lake Drive West, a 60-foot right of way as now established; thence, by and along said right of way around and along a curve to the left, said curve having a radius of 476.0 feet and a Delta of $10^{\circ}49'53''$, a distance of 89.98 feet to a point of reverse curvature; thence, by and along said right of way, around and along a curve to the right, said curve having a radius of 181.0 feet and a delta of $06^{\circ}20'03''$, a distance of 20.01 feet to a point on said curve, said point having a radial bearing of N. $57^{\circ}39'32''$ W.; thence, N. $52^{\circ}30'15''$ W., a distance of 47.26 feet to the point of beginning

EXHIBIT "C"

Lots 1A, 1B, 1C, 1D, 11A, 11B, 11C, and 11D,
Block 2, COUNTRYSIDE, according to plat thereof
recorded in Plat Book 40, pages 86, 86A, 86B and
86C, current public records of Duval County, Florida.

Lots 1 through 10, and Lots 12 through 30,
Block 3, and Lots 1 through 10, Block 4, VALLEY VIEW,
UNIT 1, according to plat thereof recorded in Plat
Book 40, pages 89 and 89A, current public records
of Duval County, Florida.

Lots 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F,
3A, 3B, 3C, 3D, 3E, 3F, 4A, 4B, 4C, 4D, 4E and 4F,
ARBOR LAKE VILLAS, UNIT I, according to plat thereof
recorded in Plat Book 40, pages 87, 87A, 87B, 87C and
87D, of the current public records of Duval County,
Florida.

EXHIBIT "D"

Lot 11, VALLEY VIEW, UNIT I, according to plat thereof
recorded in Plat Book 40, pages 89 and 89A of the current
public records of Duval County, Florida.

EXHIBIT "E"

AFFIDAVIT OF BOARD OF DIRECTORS

BEFORE ME the undersigned authority, personally appeared Affiant, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for The Valley at Hidden Hills Homeowners Association, Inc., a Florida not-for-profit corporation, a/k/a The Valley P.U.D. Residential Homeowners Association, Inc. (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), Florida Statutes, to be mailed or hand delivered in accordance with §712.05(1), Florida Statutes, to the members of the Association in connection with that certain Notice of Preservation of the Declaration of Residential Covenants and Restrictions ("Notice") affecting the lands described in Exhibits "A", "B", "C", "D" and "E" of said Notice, such lands being commonly known as The Valley at Hidden Hills.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, Florida Statutes, that at least two-thirds of the members of the Board approved preserving and protecting the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills, originally recorded in Official Records Book 5996, Page 1266 of the Public Records of Duval County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), Florida Statutes, and in furtherance of preserving and protecting the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills, originally recorded in Official Records Book 5996, Page 1266 of the Public Records of Duval County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, Florida Statutes.

WITNESSES:

[Signature]
Print Name: Matt Rodriguez

[Signature]
Print Name: Ana M. DeVries

AFFIANT:

[Signature]
Print Name: DONALD COLLINS
President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14 day of April, 2015, by Donald Collins, President of The Valley at Hidden Hills Homeowners Association, Inc. a/k/a The Valley P.U.D. Residential Homeowners Association, Inc., who: is personally known to me or produced a _____ Driver's License as identification.

(NOTARY SEAL)



[Signature]
Notary Signature
Lisa M Carmichael-Sullivan
(Type, Stamp or Print Name)
NOTARY PUBLIC
State of Florida at Large
My commission expires:

EXHIBIT "F"

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OFFICIAL RECORDS

DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS
FOR
THE VALLEY AT HIDDEN HILLS

1985 JUL 1 10 58 AM
CLERK OF PUBLIC RECORDS
DUVAL COUNTY, FLORIDA

THIS DECLARATION is made this 1st day of July, 1985, by THE VALLEY, LTD., a Florida Limited Partnership, with principal mailing address at 1890 Kingsley Avenue, Orange Park, Florida, 32073, (hereinafter referred to as the "Developer"), and DIAL-BELL, INC., a Florida corporation, whose address is 570 Beachland Boulevard #B, Vero Beach, Florida, 32963, SARA DEVELOPMENT CO., whose address is 6490 Ft. Caroline Road, Jacksonville, Florida, 32211, INTERVEST CONSTRUCTION, INC., whose address is 673 Beville Road, South Daytona, Florida, 32019, and KENNETH J. LAPOINTE & COMPANY, INC. whose address is 4570 St. Johns Avenue, Jacksonville, Florida, 32210,

W I T N E S S E T H :

WHEREAS, the Developer is the record owner in fee simple absolute of certain real property located in Duval County, Florida, more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein, except those parcels which have been previously conveyed to DIAL-BELL, INC., SARA DEVELOPMENT CO., INTERVEST CONSTRUCTION, INC. and KENNETH J. LAPOINTE & COMPANY, INC.

WHEREAS, the Developer did on the 19th day of December, 1984, convey unto DIAL-BELL, INC. a portion of the property which had been previously platted and is known as FOREST OAK, UNIT 1, which property was conveyed by Warranty Deed recorded in Official Records Volume 5893, page 1763, of the Current Public Records of Duval County, Florida, and is described in Exhibit "B" attached hereto, and DIAL-BELL, INC. has joined in this Declaration of Residential Covenants and Restrictions in order to restrict the use of the property described in Exhibit "B", and

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WHEREAS, the Developer did on the 27th day of February, 1985, convey unto SARA DEVELOPMENT CO. a portion of the property, which property was conveyed by Warranty Deed recorded in Official Records Volume 5930, page 857, of the Current Public Records of Duval County, Florida, and is more particularly described in Exhibit "C" attached hereto, and SARA DEVELOPMENT CO. has joined in this Declaration of Residential Covenants and Restrictions in order to restrict the use of the property described in Exhibit "C", and

WHEREAS, the Developer did on the 16th day of May, 1985, convey unto INTERVEST CONSTRUCTION, INC., a portion of the property, which property was conveyed by Warranty Deeds recorded in Official Records Volume 5973, page 2275, and Official Records Volume 5967, page 1708, of the Current Public Records of Duval County, Florida, and is more particularly described in Exhibit "D" attached hereto, and INTERVEST CONSTRUCTION, INC. has joined in this Declaration of Residential Covenants and Restrictions in order to restrict the use of the property described in Exhibit "D", and

RECORDED AT 10:58 AM
JUL 1 1985
CLERK OF PUBLIC RECORDS
DUVAL COUNTY, FLORIDA

COMPOSITE
EXHIBIT "G"

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WHEREAS, the Developer did on the 20th day of June, 1985, convey unto KENNETH J. LAPOINTE & COMPANY, INC. a portion of the property, which property was conveyed by Warranty Deed recorded in Official Records 5980, page 1217, of the Current Public Records of Duval County, Florida, and is more particularly described in Exhibit "E" attached hereto, and KENNETH J. LAPOINTE & COMPANY, INC. has joined in this Declaration of Residential Covenants and Restrictions in order to restrict the use of the property described in Exhibit "E", and

WHEREAS, the said real property is a part of a planned unit development approved in accordance with state law and local ordinances which is known as "The Valley at Hidden Hills Planned Unit Development", sometimes referred to in here as "The Valley P.U.D.", or "The P.U.D.", and

WHEREAS, it is the intention of the Developer to develop The Valley P.U.D. as a residential Planned Unit Development consisting of single family residences, townhomes, patio homes, garden homes and other future residential subdivisions, and

WHEREAS, the Developer has caused certain portions of the P.U.D. to be platted and subdivided in accordance with applicable state law and local ordinances, and may cause further areas within the P.U.D. and in contiguous lands to be subdivided over the next several years, and

WHEREAS, there is a need to specify and impose covenants and restrictions, and to grant necessary easements and common areas for the proper development and use of the P.U.D. and to provide for the effective administration of the common areas of the P.U.D., and

WHEREAS, the Developer shall cause to be incorporated in Florida a non-profit corporation known as The Valley P.U.D. Homeowners Association, Inc. which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of the residential units of The Valley P.U.D. and any future residential units of The Valley P.U.D. hereafter filed by Developer,

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer, DIAL-BELL, INC., SARA DEVELOPMENT CO., INTERVEST CONSTRUCTION, INC. and KENNETH J. LAPOINTE & COMPANY, INC. so that from the effective date hereof, the real property described in Exhibits "A", "B", "C", "D", and "E" is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective as of the time it is recorded in the Public Records of Duval County, Florida.

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ARTICLE 1

DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions -- The following words and terms when used in this Declaration and any supplemental declaration shall have the following meanings, unless the context shall clearly indicate otherwise:

(a) "Association" shall mean and refer to The Valley P.U.D. Residential Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns, the membership of which will be as defined in this Declaration.

(b) "Developer" shall mean and refer to The Valley, Ltd, a Florida Limited Partnership, and its successors and assigns.

(c) "Common Areas" shall mean those tracts or parcels of real property described in Section 1.2, together with any improvements thereon which are conveyed or dedicated to the Association and designated as "common areas" or other appropriate designation. The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. Except as otherwise noted, common areas are to be devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying dwelling units on a guest or tenant basis, and visiting members of the general public (but only to the extent designated on the plats or authorized by the Board of Directors of the Association) subject to the Articles of Incorporation, bylaws, fee schedules and operating rules of the Association.

(d) "Residential Lot" shall mean any platted lot or parcel, designated by the Developer for residential use, not containing any structure.

(e) "Dwelling Unit" shall mean any residential lot improved with a structure or apartment unit in each multi-family development.

(f) "Subdivision" or "Unit" shall mean any residential unit as indicated in any plat within The Valley P.U.D., as recorded in the Public Records of Duval County, Florida, and any future residential units of The Valley P.U.D., filed by the Developer.

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(g) "Residential Architectural Review Committee" (or "RARC") shall mean that committee appointed by the Developer, in accordance with the applicable provisions of this Declaration for the purpose of establishing and enforcing building and use standards.

(h) "Members" in the context of the membership of the Association shall mean the owners of residential lots and dwelling units within any part of The Valley P.U.D.

(i) "Structure" shall mean any substantially completed improvement projecting above the natural or improved grade of any real property, not including improvements intended primarily for providing electric, telephone, television, water, sewer or similar utilities services, and not including paving for parking lots or roadways, surface water drainage facilities or signs permitted by these covenants and applicable state law and local ordinances. A structure shall be deemed to be substantially completed at the time the City of Jacksonville building inspector is able to state that the structure complies with the applicable requirements for final building inspection, or at the time the property containing the structure is subject to ad valorem taxation as improved property, whichever time is earlier.

(j) "Lot", when used alone, shall include the terms residential lot and dwelling unit.

(k) "Building" shall mean a structure, the construction of which has begun but not been completed. Use of the terms "Building" and "structure" together in this Declaration is intended to encompass any and all construction within the P.U.D., except as specifically excepted in the definition of "structure".

Section 1.2 Common Areas. The common areas property shall be as indicated on the various plats of The Valley P.U.D. as filed from time to time in the Public Records of Duval County, Florida, or as otherwise designated by the Developer by deed to the Association, or by any other appropriate recorded document clearly stating the developer's intention to so designate the property described therein.

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Section 1.3 Units. Residential Units of The Valley P.U.D. will contain various areas consisting of land uses designated by the Developer, including: single family, multi family, patio homes and townhomes and garden homes. The residential areas are designated as townhomes known as Arbor Lake Villas; townhomes known as Countryside; patio homes known as Forest Oaks; garden homes known as The Hollows and single family detached homes known as Valley View and other future residential development areas. It is intended that each of these use areas will have distinct covenants and restrictions which shall not conflict with the terms and provisions of this Declaration. A copy of the proposed covenants and restrictions for each residential area shall be submitted to the RARC at least 30 days prior to the date that the owner of the lands to be subject to said covenants and restrictions intends to commence any improvements or physical modifications to said lands. The RARC shall review the proposed covenants and restrictions as to harmony with the terms and provisions of this Declaration, and other developmental guidelines and rules and regulations pertaining to The Valley P.U.D. Residential Homeowners Association Standards and Guidelines, as amended from time to time by the RARC. The RARC shall have full authority to approve or disapprove the proposed covenants and restrictions or any part thereof. Within 20 days of the receipt of any set of proposed covenants and restrictions, the RARC shall indicate its approval or disapproval by a written instrument filed with the Developer, and served personally or by certified mail upon the owner of the area (such notice shall be deemed complete when mailed). If the RARC fails to approve or disapprove a set of proposed covenants and restrictions within thirty (30) days after the application is received by the RARC, then it shall be conclusively presumed, as to all owners and interested persons, that the covenants and restrictions as submitted have been approved by the RARC. The proposed covenants and restrictions shall be amended to comply with the requirements of the RARC prior to the recording of such covenants in the Public Records of Duval County, Florida. No improvements or modifications may be

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commenced upon any residential lands in the Valley P.U.D. until covenants and restrictions which have been approved by the RARC as to the unit wherein the lands in question are located have been filed in the Public Records of Duval County, Florida.

ARTICLE II

RESIDENTIAL ARCHITECTURAL REVIEW COMMITTEE

Section 2.1 No residential lot or dwelling unit shall be used for any purpose or use except residential. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than those buildings or structures approved by the Residential Architectural Review Committee.

Section 2.2 No building or structure shall be erected on, placed upon, altered, or permitted to remain on any residential lot unless and until the owner submits an application or request, together with other information required by the RARC in accordance with this Article, and such application has been reviewed and approved by the RARC as provided in this Declaration. The RARC shall review the proposed building or structure (including plans and specifications and other required information) as to the quality of workmanship and materials; the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the residential lot and any other relevant considerations, including the proposed land use, which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

Section 2.3 The RARC shall be composed of five (5) persons. The initial RARC shall be:

- James M. Smoak, Jr.
- Louis L. Huntley
- Leon Feldhandler
- Morteza Hossaini-Kargar
- Sam Bell

The members of the RARC may designate a representative to act on his behalf in any decision. In the event of death, resignation, inability to serve, or other vacancy in office of any member of

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the RARC, the remaining members shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member who he replaced. The rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors. When all of the dwelling units within The Valley at Hidden Hills have been sold, the Association shall then have the authority to appoint the membership of the RARC, which shall then assume the duties and perform the functions of the RARC as set forth in this Declaration.

Section 2.4 The RARC shall indicate any disapproval of the matters required to be acted upon by them, by a written instrument filed with the Developer, and served personally or by certified mail upon the owner and all interested parties, identifying the proposed building or structure and the reasons for disapproval. If the RARC fails or refuses to approve or disapprove an application or request within thirty (30) days after the application or request for action is submitted, together with a site plan, floor plan, all elevations, a site clearing plan, a tree clearing plan, a landscaping plan, an engineering plan (if required by the RARC), and necessary specifications (including without limitation samples of all exterior materials and colors), and after the application or request has been certified as complete by the RARC, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the RARC.

ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

Section 3.1 The covenants and restrictions contained in this Article shall be generally applicable to all construction within the residential units of the P.U.D. which are subject to this Declaration.

Section 3.2 All front, side and rear setbacks, lot lines construction restrictions, square footage requirements, and similar restrictions and requirements in the P.U.D. for a

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subdivision or unit shall be as prescribed in the P.U.D. Ordinance, other applicable local ordinances, this Declaration and the recorded plats.

Section 3.3 No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence or for any other purpose, unless approved in writing by the RARC. Except that this restriction shall not prohibit temporary construction or sales trailers on the property during construction and sales of units by the builder.

Section 3.4 No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper, other motor vehicle, or similar vehicle, shall be parked on any street or roadway (including) rights-of-way) or in any other area in the P.U.D. not intended for parking overnight or for a continuous period of time in excess of twelve consecutive hours. Except that this restriction shall not prohibit the parking of trucks and other construction vehicles or trailers used in connection with the construction or sale of units on the property.

Section 3.5 No boat, boat and trailer, trailer, house trailer, mobile home, or camper shall be parked (for any period of time in excess of twelve consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage attached to a dwelling unit. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of twelve consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage carport attached to a dwelling unit.

Section 3.6 No livestock, horses, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot;

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provided, however, dogs, cats, or other domesticated household pets may be kept in dwelling units only, so long as they are not raised or kept for commercial purposes and so long as they do not constitute a nuisance.

Section 3.7 No sign or house number of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except as approved in writing by the RARC, in accordance with applicable local ordinances.

Section 3.8 All exterior lighting must be approved by the RARC. If any such lighting is deemed to be annoying to neighboring lot owners, it must be modified or removed within ten (10) days of receipt of written notice from the RARC.

Section 3.9 No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private or public nuisance.

Section 3.10 No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for the collection, storage or disposal of solid waste material.

Section 3.11 No wall or fence shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type materials and location thereof have been approved by the RARC in accordance with the procedure set forth in this Declaration.

Section 3.12 No septic tank, drain field, dry well, or other similar container shall be permitted to exist on any lot unless specifically approved by the RARC.

Section 3.13 No driveway, roadway or parking lot shall be constructed, maintained, altered or permitted to exist on any lot except as approved in writing by the RARC. The color of the driveway material, and all alteration of the color of driveway material must be approved in writing by the RARC.

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Section 3.14 Motorcycles and mopeds shall not be operated over or across the nature trails or any sidewalk, bike path, or other area intended for pedestrian or bicycle use in The Valley at Hidden Hills.

Section 3.15 No lot owner or agent, employee or contractor of any lot owner shall erect, install, maintain, or repair any outside television or radio antenna, masts, aerial or other device intended for audio visual reception or transmission.

Section 3.16 The owner or builder of each lot shall assume and pay when due the costs of installation and maintenance of the underground utility system from primary utility lines.

Section 3.17 It is the desire of the Developer to retain as many of the trees on the property as possible. Any plan for building and landscaping shall show the location of all trees over four inches or more in diameter and a plan for saving as many trees as possible. The plan for saving or cutting trees shall be approved by the RARC.

Section 3.18 Easements shall be established for the installation, construction, maintenance and repair of the common areas, streets, drainage facilities, utility facilities transmission facilities, communication facilities and other similar services within the P.U.D. Such easements may be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded plat.
- (b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given lot, or
- (c) By a separate instrument subsequently recorded by the Developer.

Section 3.19 The surface water retention ponds and lakes which are designated as common areas shall be dedicated and/or reserved to The Valley P.U.D. Residential Homeowners Association in the plats of the various residential units of The Valley P.U.D., or by other appropriate recorded documents. It is understood that the Residential Homeowners Association shall be liable for maintenance and any activities around said retention

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ponds and lakes. Furthermore, the Residential Homeowners Association shall be responsible for the maintenance of a fifteen foot strip surrounding and measured from the edge of Arbor Lake. There shall be no motored boats permitted on any lake, retention pond or any portion of the drainage system in The Valley P.U.D., except that agents of the Developer and the Association may use motored boats for the maintenance and upkeep of such areas, and for such other uses as are reasonably related to the performance of the obligations of the Developer or the Association with respect to such ponds, lakes and the drainage system. The Valley P.U.D. Residential Homeowners Association shall enact such other rules and regulations as are deemed necessary to regulate the usage of the lakes, retention pond, and drainage system located within The Valley P.U.D. The Residential Homeowners Association and its agents shall have, and are hereby granted, all rights of ingress and egress which are necessary for the maintenance and up-keep of the common areas, surface water retention ponds and lakes, and the drainage system and facilities.

Section 3.20 All residential area builders or developers within The Valley P.U.D. shall provide irrigation water to each of the dwelling lots in the area developed by him. After the irrigation and flood control system for the P.U.D. is fully operational and accepted by the appropriate governmental authority, the costs of maintenance and repair shall be paid as part of the budget of the Association. Every lot owner shall be required to utilize and share in the maintenance costs of the irrigation system. The schedule of days and times for irrigation shall be established by The Valley P.U.D. Residential Association.

Section 3.21 The RARC as originally set forth herein, or as appointed by the Board of Directors of the Association when control has been handed over to the Association, shall be responsible for enforcing the covenants and restrictions contained in Article III. The RARC shall have the power and authority to

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determine violations of the covenants and restrictions and to levy fines against violators. The RARC reserves the right, but shall have no obligation, to enter upon any lot to remove rubbish, signs, structures, plants, or other things or to take such other action at the expense of the owner as the RARC deems necessary in order to enforce this Declaration; such entry, abatement, and removal shall not be deemed a trespass or make the RARC liable in any respect for any damages on account thereof. The owner of the Lot shall pay The Valley, Ltd. Homeowners Association on demand the actual cost of such enforcement, plus ten percent (10%) of the cost in performing such service. In the alternative, the RARC may issue written warning and request to the lot owner to cease or cure the violation. In this event, if the violation is not cured, the RARC may levy a fine against the owner in violation of the covenants and restrictions. The fine shall be Twenty-Five Dollars (\$25.00) per violation per day, until the violation is cured. The RARC may, at its option, bring an action at law against the lot owner personally obligated to pay the same. Upon giving the lot owner ten (10) days notice of an intention to file a Claim of Lien against a lot under the provisions of Section 5.5 of this Declaration, the RARC may file and foreclose such lien to secure any charges which have been levied pursuant to this Section. The RARC, or any owner shall be entitled to bring actions at law for damages or in equity for injunctions against those so violating or attempting to violate this Declaration for the purpose of curing, correcting, preventing, or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including, but not limited to, Attorney's fees, incurred by the RARC to effectuate collection of any charges incurred by the RARC or any lot owner to cure, correct, prevent, or enjoin any violation of the terms of this Declaration, shall be borne by the lot owner violating or attempting to violate this Declaration.

All remedies of the RARC shall be cumulative to any and all other remedies provided herein or at law or equity. The failure by the RARC or any lot owner to bring any action to enforce any provision of this Declaration, or correct any violation of any term or provision of this Declaration, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any lot owner or any other party against the RARC.

ARTICLE IV
ASSOCIATION

Section 4.1 To effectively provide for the administration of the common areas by the owners of lots in The Valley P.U.D. a non-profit corporation (known as The Valley P.U.D. Residential Homeowners Association, Inc., a non-profit Florida corporation) shall be created. The Association shall operate and manage the common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration, the Articles of Incorporation (a copy of which is part of this Declaration as Exhibit F) and By-Laws (a copy of which is part of this Declaration as Exhibit G) of the Association.

Section 4.2 The owner of each residential lot in the P.U.D., and future dwelling units of the P.U.D. shall automatically become members of the Association upon his, her or its acquisition of an ownership interest in title to any residential lot. The type or class of membership for each lot owner shall be as indicated in the Articles of Incorporation of the Association. The membership of each dwelling unit owner shall terminate automatically at the time that owner is divested of ownership interest or title to the dwelling unit regardless of the means by which ownership may have been divested. The new owner shall then automatically become a member of the Homeowners Association.

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Section 4.3 No person, corporation, or other business entity holding any lien, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from a mortgagor, his successor or assign.

Section 4.4 In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of these covenants and restrictions as the Board of Directors of the Association may from time to time deem to be appropriate and in the best interest of the Association.

Section 4.5 The Association shall pay all taxes, insurance and utility expenses levied against or incurred on the common areas.

Section 4.6 It is intended that The Valley P.U.D. Residential Homeowners Association shall maintain all common areas located within the boundaries of The Valley P.U.D. The Valley P.U.D. Residential Homeowners Association shall also maintain the drainage systems and facilities for The Valley P.U.D., consisting of those common areas and/or easements which are designated for this purpose on the various plats of The Valley P.U.D., or as otherwise designated by appropriate recorded document.

Section 4.7 The Association shall make available to lot owners and lenders, and to holders, insurers, or guarantors of any first mortgage encumbering a lot located in a residential unit of The Valley P.U.D. current copies of this Declaration, the Articles of Incorporation, and ByLaws of the Association, any other rules concerning The Valley P.U.D. project, and the books, records, and financial statements of the Association. For the purposes of this Declaration "available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage encumbering a lot located in a residential unit of The Valley P.U.D. shall also be entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 4.8 Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the lot number or dwelling unit number or address, any mortgage holder, insurer, or guarantor shall be entitled to timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the lot or dwelling unit securing its mortgage.

(b) Any 60 day delinquency in the payment of assessments or charges owed by the owner of any lot or dwelling unit encumbered by the mortgage in question.

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

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4.9 The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage which shall meet or exceed the insurance requirements for P.U.D. projects, as promulgated by the Federal Mortgage Association in the Federal National Mortgage Association Lending Guide, Chapter 3, Part 5, as amended and modified from time to time. All coverages must be consistent with local and state insurance laws.

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Section 4.10 Prior to the transfer of control of the Association by the Developer as set forth in Section 5.3 of this Declaration, the Association shall not enter into a lease or contract (including a Management Contract) unless said contract or lease contains a right of termination, without cause, which is exercisable without penalty at any time after the aforementioned transfer of control, upon not more than 90 days notice to the other party or parties to the contract or lease.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of Lien and Personal Obligation. The Developer covenants, and the owner of each and every lot shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All periodic assessments or charges and,
- (b) All special assessments or charges imposed for the purposes set forth in Section 5.2. Such assessments or charges shall be fixed, established, levied, and collected from time to time as provided in this Declaration. The periodic and special assessments (including any interest thereon, and the cost of collection including reasonable attorneys' fees, as provided in this Declaration) shall be a charge and continuing lien on the real property and improvements thereon against which the assessment is made. Each assessment (including interest, collection costs and attorneys' fees) shall also be the personal obligation of the person who was the owner of the real property at the time when the assessment first became due and payable. In the case of joint ownership of a lot each owner shall be individually, jointly and severally liable for the entire amount of the assessment (including interest, collection costs, and attorneys' fees). Such personal obligation shall not pass to successors in

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title of the person or persons who are the owners of the real property at the time when the assessment first became due and payable unless assumed by them (said assessment shall, however, continue to be a lien against the real property and improvements thereon against which the assessment was made).

Section 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the common areas and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repairs, replacements, and to acquire additions to the common areas, payment of the costs of labor, services, equipment, materials, management, maintenance of The Valley P.U.D. drainage and irrigation system, and other supervision necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, and the enforcement of the covenants and restrictions contained in Article III herein. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and any limited common areas which the Association is obligated to maintain. This fund shall be maintained out of regular assessments for common expenses. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 5.3 The periodic assessment required to be paid by each dwelling unit owner shall be set in accordance with the class of membership of each dwelling unit owner as determined under the Articles of Incorporation of the Association. The Association shall each calendar year determine and establish a base assessment amount. The owner of each residential lot and dwelling unit shall pay, as a periodic assessment, an amount equal to one fourth of

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The base assessment amount four times each year, on the first day of each January, April, July, and October.

The initial base assessment amount for residential lots and residential dwelling units is hereby set at Thirty-Six Dollars (\$36.00) per quarter. The residential base assessment amount shall not exceed Fifty-Five Dollars (\$55.00) per quarter, until the lot owners have fifty-one percent (51%) of the votes in the Association, or June 1, 1990, whichever occurs first.

The Developer agrees to transfer control of the Association to the other dwelling unit owners, no later than the earlier of the following events:

- (a) Four (4) months after 75% of the dwelling units in the P.U.D. project have been conveyed to dwelling unit purchasers; or
- (b) Five (5) years following a conveyance of the first dwelling unit to a dwelling unit purchaser.

For the purpose of this section, the sale of land to any person or entity engaged in the business of construction of residential or commercial buildings shall not be deemed to be a conveyance to a residential dwelling unit purchaser. In this context, the term "control" means the right of the Developer to control the Association, the Association Board of Directors, the project, or the dwelling unit owners in any manner except through votes allocated to units the Developer owns on the same basis as votes pertaining to dwelling units owned by owners other than the Developer. The 75% requirement set forth in subparagraph (a) above, shall apply to 75% of the total number of residential lots and dwelling units to be contained in The Valley at Hidden Hills P.U.D. After turnover of control has occurred, periodic assessments as hereinbefore provided on the basis of the Base Assessment Amount shall be determined at the annual meeting of the Association. The periodic assessment based on the Base Assessment Amount may be increased beyond that set at the annual meeting upon approval of sixty-six percent (66%) of the voting members in attendance, in person or by proxy, at any special meeting of the

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Association, but only after notice of the recommendation is given to all members by mail at least ten (10) days prior to the date of the meeting, and such notice shall be deemed complete when mailed to the last known address of each member. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the holders of sixty-six percent (66%) of the total votes in the Association.

Anything in this Article to the contrary notwithstanding, until one year after the date of conveyance of a vacant lot by the Developer to an owner, or until the first day of the quarter following the completion of the structure on the lot conveyed, whichever is earlier, the owner shall not be obligated to pay the regular monthly assessment. On the first day of the first full month following the completion of the unit, or on the first day, subsequent to one year after the date of conveyance by the Developer, whichever is earlier, the owner shall commence paying the monthly assessment then in force and effect, except that as to furnished units built by the builders for purpose of models, and limited to 3 such model units in any platted subdivision, the owner/builder shall not have to pay until one year after the conveyance to him.

Section 5.4 Nothing in this Article shall prohibit the owner of a dwelling unit from leasing the dwelling unit and requiring the tenant of the dwelling unit to reimburse the owner for the periodic assessment against the dwelling unit. On the first day of each calendar quarter the owner of any dwelling unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of the dwelling unit as of that date. So long as the tenant has legal possession, the owner's right to enjoy the common areas of the P.U.D. shall run in favor of the tenant.

Section 5.5 Assessments which are not paid on or before the due date shall be delinquent, and each delinquent assessment

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shall bear interest at the maximum interest rate allowed by law until it is paid in full. If all or any portion of any assessment payment is not received within fifteen (15) days following its due date, a late charge of \$25.00 shall become immediately due and payable without notice. In addition to the accrual of interest and late charges, when an assessment becomes delinquent in payment, the Association may record a claim of lien in the Public Records of Duval County, Florida, to perfect the lien for such assessment and late charges, against the dwelling unit and other property of the owner(s) who defaulted in the payment of assessment. There shall be no exception from the payment of any assessment or installment thereof by waiver of the use of the common areas, by abandonment of the lot by extended absence from the subdivision or for any other reason, except as provided in Section 5.3.

Section 5.6 The Association, upon written request of any lot owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as to the status of assessments.

Section 5.7 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from one lot owner may be commingled with monies collected from all or some other owners.

Section 5.8 Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to those funds and assets, except as an appurtenance to his lot.

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When an owner of a lot ceases to be a member of the Association by reason of the divestment of his ownership of the lot, by whatever means that divestment occurs, the Association shall not be required to account to that owner for any share of the funds or assets of the Association.

Section 5.9 Recognizing that proper management and operation of the common areas (including improvements) results in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within residential units of The Valley P.U.D. and the interest of each member of the Association in the common areas and improvements, to secure the prompt payment of each and every assessment made and levied in accordance with this Declaration. Each residential owner shall be liable for, and this lien shall secure, the full amount of the assessment, any late charges, and any accrued interest, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or any other of the provisions of this Declaration.

Section 5.10 The lien established above may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien shall also secure such payment of or advances for taxes and payments on superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all advances. Notwithstanding the foregoing, in the event a dwelling unit is transferred by means of foreclosure or a deed in lieu of foreclosure, upon request of the holder of a first mortgage, the Association shall subordinate its lien for any assessments which were due and payable prior to the date of such transfers to the lien of such first mortgage.

Section 5.11 All person, firms, corporations, and other business entities, which shall acquire, by whatever means, any

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interest in the ownership of any lot or dwelling unit; or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 5.12 The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Duval County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when they became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon. The claim of lien shall be signed and verified by the President, Vice President, or Secretary of the Association. When full payment of all sums secured by the lien is made, the claim of lien shall be satisfied of record by the President, Vice President, or Secretary of the Association. The claim of lien filed by the Association shall be subordinate to a lien or any mortgage or any claim of lien if the mortgage or claim of lien is recorded prior to the Association's claim of lien.

Section 5.13 In addition to the special and common assessments authorized by this Article, the Association shall maintain a working capital fund equal to at least two months pro rata portion of the base assessment for each lot or dwelling unit. Each lot's pro rata portion of a working capital fund shall be collected from the purchaser of the dwelling unit at the time of the sale of the lot or dwelling unit by the party who built or constructed the residence or dwelling unit being sold, and the

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funds thus collected shall be transferred to the Association at the time of the transfer of the proceeds of such sale, to be maintained in an account for the use and benefit of the Association. The purpose of the working capital fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment for services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payments of the annual base assessment. In no event shall the working capital fund collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

ARTICLE VI

AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind whatever parts of these restrictions as it, in its sole discretion, deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of The Valley P.U.D. (c) previously approved by FHA or VA while Class B membership exists.

In addition to the manner of amendment set forth in the preceding paragraph, the holders of sixty-six per cent (66%) of the total votes in the Association may amend or modify the provisions of this Declaration as they deem necessary or desirable; provided, however, that so long as Developer owns lands subject to this Declaration, no amendment may be adopted which would eliminate, modify, prejudice, or abridge any rights, benefits, or privileges granted or reserved to the Developer, or otherwise adversely affect the Developer, without the written consent of the Developer.

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ARTICLE VII

USE OF COMMON PROPERTY

Section 7.1 Except as otherwise noted, the common areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of residential lots and dwelling units lying within The Valley P.U.D. and any future residential units of The Valley P.U.D. for the use of those owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, including ingress and egress, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of those owners.

The surface water retention ponds and lakes which are designated as common areas shall be, and are hereby declared to be, subject to a perpetual non-exclusive easement for drainage purposes in favor of all owners of residential and commercial lots and units in present and future subdivisions of The Valley P.U.D. It is intended that said surface water retention ponds and lakes shall be part of an inter-connecting drainage system within The Valley P.U.D.

By accepting any instrument of conveyance or by taking possession or occupancy of any residential lot or dwelling unit in any existing or future unit of The Valley P.U.D. the person accepting the conveyance or taking possession agrees to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may be adopted in the future, it being understood that compliance with those rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities. It is the responsibility of The Valley P.U.D. Residential Homeowners Association to maintain all drainage facilities, common areas, common landscaping and common lighting.

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Section 7.2 The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Residential Homeowners Association in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common property, and in aid thereof, to mortgage said property, except that the Developer and the Residential Homeowners Association shall not have the right to mortgage the streets shown on any subdivision plat of the subject property; and

(b) the right of the Residential Homeowners Association to take such steps as are reasonably necessary to protect the common property against foreclosure; and

(c) the right of the Residential Homeowners Association, as provided in its rules and regulations and By-Laws, to suspend the enjoyment right of any member for any period not to exceed thirty (30) days for any infraction of its published rules and regulations except for utility easements and streets shown on a recorded subdivision plat; and

(d) the right of the Residential Homeowners Association to enact and amend rules and regulations governing the operation and usage of the common areas, and charge reasonable admission and other fees for the use of the common property other than the streets and utility easements on any recorded plat; and

(e) the right of the Residential Homeowners Association to dedicate or transfer all or any part of the common property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed agreement and action thereunder is sent to every member at least thirty (30) days in advance of any action taken; and unless two-thirds (2/3rds) of the membership agree to such dedication, transfer, purpose or condition; and

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(f) except as to certain common areas which are intended for the use and enjoyment of owners in a specific unit of The Valley P.U.D., the rights of a member of the Residential Homeowners Association shall in no way be altered or restricted because of the location of the common property in a phase of the subject property in which such member is not a resident. The common property shall be used by the total residential membership, notwithstanding the section or phase of the subject property in which the lot is acquired; and

(g) a non-exclusive and perpetual right of ingress and egress over and across the streets and easements shown on any recorded subdivision plat for the benefit of the residential and commercial owners, their guests, invitees and domestic help, and for delivery, pickup and fire protection services, police and other authorities of law, United States Postal Service carriers, representatives of utilities, contractors and sub-contractors authorized by the Developer and/or the Residential Homeowners Association to serve the subject property, holders of mortgage liens on any portion of the subject property and such other persons as the Developer or the Association from time to time may designate. Regardless of the preceding provisions, the Developer and the Residential Homeowners Association reserve the unrestricted and absolute right to deny right of ingress to any person who, in the opinion of the Developer or Association may create or participate in a disturbance or nuisance to any part of the subject property, The Valley P.U.D. or owner therein. The rights created herein may be limited with respect to certain private streets designated as "Restricted Access Rights-of-Way" in any of the plats of The Valley P.U.D., whereby access may be limited to certain designated persons, as specified in said plat or in other appropriate recorded documents.

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ARTICLE VIII
COVENANTS AGAINST PARTITION
AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any residential lot or dwelling unit with The Valley P.U.D., and any future residential unit of The Valley P.U.D., is dependent upon the use and enjoyment of the common areas with improvements, and that it is in the interest of all of the owners that the membership in the common areas be retained by the owners of residential lots and dwelling units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the residential lot or dwelling unit in The Valley P.U.D.; provided, however, that nothing herein shall preclude a conveyance by the Developer of any undivided interest in the common areas to the owners of lots or dwelling units within the P.U.D. for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a residential lot or residential dwelling unit in The Valley P.U.D. shall include the membership rights in the common areas appurtenant to the lot or unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

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ARTICLE IX

SOUTHERN STATES UTILITIES, INC., the corporation furnishing the water supply and sewage facilities to the property, its successors or assigns, shall supply and the Developer in this instrument and any and all subsequent or future owners or purchasers of the property, or any portion thereof, shall receive from and pay to such corporation, its successors or assigns, for all water service required and sewage service required for and in connection with the property for so long as such corporation, its successors, or assigns, furnish such services to the property.

ARTICLE X

COVENANTS TO RUN WITH LAND

The restrictions and covenants, and benefits and burdens imposed by this Declaration shall constitute covenants running with the lands described in Exhibit "A" of this Declaration, and each shall constitute an equitable servitude upon the owner of such lands, or any portion thereof, upon the appurtenant undivided interest in the common areas, and upon the heirs, personal representatives, successors, and assigns of each owner, and shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) percent of the then record owners of the residential lots or dwelling units in The Valley P.U.D. containing an agreement of those owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration, is recorded in the Public Records of Duval County, Florida.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

[Signature]
Witness
Sharon D. Blayman
Witness

THE VALLEY, LTD.
By: COASTAL DEVELOPMENT GROUP, INC.
Its General Partner
By: [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of July, 1985 by Harold J. LaPointe, the President of Coastal Development Group, Inc., General Partner of The Valley, Ltd., a Florida Limited Partnership.

My Commission Expires:

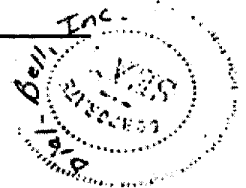
Sharon D. Blayman
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 19, 1988
Bonded thru Patterson-Bocht Agency

(SEAL)

Aimee J. Livingston
Witness
Leann D. Reynolds
Witness

~~DIAL-BELL, INC.~~
By: ~~Its President~~



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of July, 1985 by S. H. Bell, Jr.

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the President of Dial-Bell, Inc.

My Commission Expires:

Clarence J. ...
Notary Public

(SEAL)

Notary Public, State of Florida
My Commission Expires Nov. 7, 1985
Bonded thru ...

Bryan B. ...
Witness
Sharon D. Blayman
Witness

SARA DEVELOPMENT CO.
By: Leon Feldman
Its President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this
1st day of July, 1985 by Leon Feldman,
the President of Sara Development Co.

My Commission Expires:

Sharon D. Blayman
Notary Public

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 14, 1988
Bonded thru Patterson Uecht Agency

Sharon D. Blayman
Witness
[Signature]
Witness

INTERVEST CONSTRUCTION, INC.
By: M. S. W. Kargar
Its President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this
25th day of July, 1985 by Morteza Hossaini Kargar.

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the President of Interest Construction, Inc.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 17, 1984

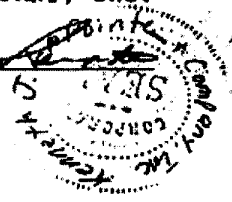
Lee M. Buckley
Notary Public

Bryan Bachman
Witness

Sharon D. Blazian
Witness

KENNETH J. LAPOINTE & COMPANY, INC.

By: *Kenneth J. LaPointe*
Its President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
14th day of July, 1985, by Kenneth J. LaPointe, President of
Kenneth J. LaPointe & Company, Inc.

My commission expires:

[Signature]
Notary Public
(SEAL)

Notary Public, State Of Florida At Large
My Commission Expires June 3, 1986
Bonded By SAUER & COMPANY, INC.

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A tract of land lying in Section 51, Township 1 South, Range 28 East, Duval County, Florida, being a portion of Cecilville, as shown on plat thereof recorded in Plat Book 1, Page 54, of the former Public Records of said County, and being more particularly described as follows: For a point of beginning, commence at the intersection of the Southwesterly line of the aforementioned Section 51 and the Easterly right-of-way line of Fort Caroline Road, as now established for a width of 100'; run thence N. 24°16'00" E., along said Easterly right-of-way line, a distance of 1410.63'; run thence S. 65°44'00" E., a distance of 275.00'; thence N. 79°34'48" E., a distance of 263.67' to the most Southerly corner of Lot 13, Hidden Hills Unit Two, as shown on plat thereof recorded in Plat Book 38, pages 4, 4A & 4B of the Current Public Records of said County; run thence Southeasterly along and around a curve, concave to the Northeast and having a radius of 669.28', for an arc distance of 125.18' to a Point of compound Curvature (the aforementioned arc being subtended by a chord which bears S. 31°07'53" E., 125.00'); from said Point of compound Curvature, run thence Southeasterly along and around a curve, concave to the Northeast and having a radius of 400.00', for an arc distance of 520.58' (said arc being subtended by a chord which bears S. 73°46'25" E., 484.61'); run thence South 59°45'00" E., a distance of 598.67'; thence N. 78°00'00" E., a distance of 490.71'; run thence S. 59°42'06" E., a distance of 528.92' to the Northwest corner of Government Lot 13, Section 33, of the aforementioned Township 1 South, Range 28 East; run thence S. 24°23'44" W., along the Westerly line of said Government Lot 13, the same being the line common to aforementioned Sections 33 and 51, a distance of 1454.07' to a point in the line dividing Township 1 South, Range 28 East and Township 2 South, Range 28 East; run thence S. 89°20'21" W., along the line dividing said Townships, a distance of 619.04' to the aforementioned Southwesterly line of Section 51; run thence N. 66°09'06" W., along said Southwesterly line of Section 51, a distance of 2027.01' to the Point of Beginning.

A part of Government Lot 13, Section 33, Township 1 South, Range 28 East, Duval County, Florida, more particularly described as follows: For a point of reference commence at the intersection of the Township line between Township 1 South and Township 2 South with the Easterly line of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, said point of reference also being the Southwesterly corner of the lands described in Deed Book 286, Page 85 of the current public records of said County; thence run North 89°05'12" East along aforesaid Township line, a distance of 375 feet to the Southeasterly corner of said lands described in Deed Book 286, page 85 for the point of beginning; thence continue North 89°05'12" East along said Township line, a distance of 657.87 feet to the Westerly right-of-way line of Fort Caroline Monument Road (State Road No. S-113); thence run along said Westerly right-of-way line of Fort Caroline Monument Road the following courses: North 0°44'48" West a distance of 378.03 feet; South 89°15'12" West a distance of 20.0 feet; North 0°44'48" West a distance of 400.00 feet; North 89°15'12" East a distance of 20.00 feet; North 0°44'48" West a distance of 538.30 feet to the Northerly line of said Government Lot 13; thence run South 89°07'42" West, along said Northerly line of Government Lot 13, a distance of 421.11 feet to the aforementioned Easterly line of the F. P. Sanchez Grant; thence run South 24°08'43" West, along said Easterly line of the F. P. Sanchez Grant, a distance of 989.79 feet to the Northerly line of said lands described in Deed Book 286, Page 85; thence run North 89°05'12" East, along said Northerly line of lands described in Deed Book 286, Page 85, a distance of 178.63 feet to the Northeasterly corner of said lands; thence run South 0°54'48" East, along the Easterly line of said lands described in Deed Book 286, Page 85, a distance of 420.00 feet to the point of beginning.

EXCEPT THE FOLLOWING:

EXHIBIT "A"

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That certain piece, parcel or tract of land, lying in and being part of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, Duval County, Florida, also being part of Lot 2, Block 7, Lot 3, Block 8, Lot 3 and Lot 4, Block 11, Lot 1 and Lot 2, Block 12, and positions of Pousayo Avenue and Anna Street, as shown on the plat of Cecilville, as recorded in Plat Book 1, page 54, of the former public records of said county, being more particularly described as follows: From the intersection of the South boundary of said F. P. Sanchez Grant, Section 51 and/or the South boundary of Cecilville, with the Easterly right-of-way of Fort Caroline Road, a 100 foot right-of-way as now established, N. 24°16'00" E., by and along said Easterly right-of-way, a distance of 695.00 feet for a point of beginning; thence, continue N. 24°16'00" E., by and along said Easterly right-of-way, a distance of 715.63 feet; thence, S. 65°44'00" E., a distance of 275.00 feet; thence, N. 79°34'48" E., a distance of 263.67 feet to a point on a curve, said point having radial bearing of N. 64°13'37" E.; thence, Southeasterly around and along a curve to the left, said curve having a radius of 669.28 feet and a delta of 10°43'00", a distance of 125.18 feet to a point of compound curvature; thence, around and along a curve to the left, said curve having a radius of 400.00 feet and a delta of 29°41'44", a distance of 207.31 feet to a point on said curve, said point having a radial bearing of S. 23°48'53" W.; thence, S. 28°19'53" W., a distance of 285.50 feet; thence, S. 01°17'06" W., a distance of 89.00 feet; thence S. 29°48'03" W., a distance of 117.50 feet; thence S. 15°45'57" W., a distance of 113.00 feet to a point on a curve, said point having a radial bearing of S. 13°45'22" W.; thence, Northwesterly, around and along a curve to the left, said curve having a radius of 571.00 feet and a delta of 23°17'54", a distance of 232.19 feet to a point of tangency; thence, S. 80°27'38" W., a distance of 75.34 feet to a point of curvature; thence, around and along a curve to the right, said curve having a radius of 381.00 feet and a delta of 25°30'22", a distance of 169.61 feet to a point on said curve, said point having a radial bearing of S. 15°58'00" W.; thence, N. 55°38'49" W., a distance of 91.41 feet; thence, N. 65°44'00" W., a distance of 265.00 feet to a point of curvature; thence, around and along a curve to the right, said curve having a radius of 25.00 feet and a delta of 90°00'00", a distance of 39.27 feet to a point of tangency on the aforementioned Easterly right-of-way of Ft. Caroline Road and the point of beginning, which property has now been platted as Hidden Hills, Unit 6, Plat Book 40, pages 61, 61A and 61B, current public records of Duval County, Florida.

EXCEPT land lying in dedicated road rights of ways.

(Portions of the above property have been platted as Subdivisions known as Valley View, Unit I, recorded in Plat Book 40, pages 89 and 89A, Arbor Lake Villas, Unit I, recorded in Plat Book 40, pages 87, 87A, 87B, 87C and 87D, Forest Oak, Unit I, recorded in Plat Book 40, pages 46, 46A, 46B and 46C, Countryside, recorded in Plat Book 40, pages 86, 86A, 86B and 86C, and The Hollows, Unit I, recorded in Plat Book 40, pages 98, 98A and 98B, all in the public records of Duval County, Florida.)

EXHIBIT "A" continued

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Lots 1 through 33, inclusive, Block 1, and Lots 1 through 17, inclusive, Block 2, FOREST OAK, UNIT I, according to plat thereof recorded in Plat Book 40, pages 46, 46A, 46B, and 46C, current public records of Duval County, Florida.

EXHIBIT "B"

5396 1300

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That certain piece, parcel or tract of land, lying in and being part of the F. P. Sanchez Grant, Section 51, Township 1 South, Range 28 East, and/or Cecilville, as recorded in Plat Book 1, page 54, of the current public records of the City of Jacksonville, Duval County, Florida, being more particularly described as follows:

From the intersection of the Westerly right of way of Fort Caroline Road, a 100-foot right of way as now established, with the South boundary of said F. P. Sanchez Grant and/or Cecilville, S. 66°09'06" E., by and along said south boundary, a distance of 808.87 feet; thence N. 23°50'54" E., a distance of 476.37 feet for a point of beginning; thence, N. 01°03'36"E., a distance of 124.20 feet to a point on a curve, said point having a radial bearing of N.06°40'28" W.; thence, Southeasterly, around and along a curve to the right, said curve having a radius of 120.0 feet and a delta of 44°10'27", a distance of 92.52 feet to a point of compound curvature; thence, around and along a curve to the right, said curve having a radius of 25.0 feet and a Delta of 89°20'19", a distance of 38.98 feet to a point of reverse curvature and the Westerly right of way of Arbor Lake Drive West, a 60-foot right of way as now established; thence, by and along said right of way around and along a curve to the left, said curve having a radius of 476.0 feet and a Delta of 10°49'53", a distance of 89.98 feet to a point of reverse curvature; thence, by and along said right of way, around and along a curve to the right, said curve having a radius of 181.0 feet and a delta of 06°20'03", a distance of 20.01 feet to a point on said curve, said point having a radial bearing of N. 57°39'32"W; thence, N. 52°30'15" W., a distance of 47.26 feet to the point of beginning

EXHIBIT "C"

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Lots 1A, 1B, 1C, 1D, 11A, 11B, 11C, and 11D,
Block 2, COUNTRYSIDE, according to plat thereof
recorded in Plat Book 40, pages 86, 86A, 86B and
86C, current public records of Duval County, Florida.

Lots 1 through 10, and Lots 12 through 30,
Block 3, and Lots 1 through 10, Block 4, VALLEY VIEW,
UNIT 1, according to plat thereof recorded in Plat
Book 40, pages 89 and 89A, current public records
of Duval County, Florida.

Lots 1A, 1B, 1C, 1D, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2F,
3A, 3B, 3C, 3D, 3E, 3F, 4A, 4B, 4C, 4D, 4E and 4F,
ARBOR LAKE VILLAS, UNIT I, according to plat thereof
recorded in Plat Book 40, pages 87, 87A, 87B, 87C and
87D, of the current public records of Duval County,
Florida.

EXHIBIT "D"

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Lot 11, VALLEY VIEW, UNIT I, according to plat thereof
recorded in Plat Book 40, pages 89 and 89A of the current
public records of Duval County, Florida.

EXHIBIT "E"

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ARTICLES OF INCORPORATION
THE VALLEY AT HIDDEN HILLS
HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit under
the laws of the State of Florida)

In order to form a corporation under and in accordance with
the provisions of the laws of the State of Florida for the
formation of corporations not for profit, we, the undersigned,
hereby associate ourselves into a corporation for the purposes
and with the powers hereinafter mentioned; and to that and we
do, by these Articles of Incorporation, set forth:

ARTICLE 1

NAME

The name of the corporation shall be THE VALLEY PUD
HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation
shall be referred to in this instrument as "The Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is
to provide an entity to carry out and accomplish the purposes
described in the Declaration of Residential Covenants and
Restrictions for The Valley at Hidden Hills Planned Unit
Development, (the "Declaration"), as recorded in the Public
Records of Duval County, Florida in Official Records Book _____,
pages _____ through _____, inclusive, and subsequent
residential units in The Valley at Hidden Hills Planned Unit
Development (the "PUD"), and to undertake such management,
maintenance, operation, ownership and other duties with respect
to the PUD including, but not limited to, the management of the
common areas and drainage systems of the PUD.

2.2 The Association shall make no distributions of income
to its members, directors or officers, being conducted as a
nonprofit organization for the benefit of its members.

EXHIBIT "F"

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ARTICLE 3

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article 2 hereof and all of the powers and duties reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

a) To make and establish reasonable rules and regulations regarding the use of Association common property subject to its jurisdiction.

b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

c) To use the proceeds of assessments in the exercise of its power and duties.

d) To maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

f) To enforce by legal means the provisions of the Declaration, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

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g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

h) To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration supplementary thereto.

k) To organize, promote and support undertakings and activities for the benefit and general welfare of the residents of the PUD.

l) To borrow money for the purpose of improving the common property, but only upon approval by vote of 66% of the members of the Association.

3.3 All funds and the title of all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the By-Laws.

3.4 In the event of the dissolution of the Association, title to all real property shall vest in the abutting lot owners as at common law, subject, however, to the same easements and rights of uses by the residents of The Valley at Hidden Hills as existed prior to dissolution. Upon dissolution of the Association, all money and other personal property of the Association shall be distributed pro rata to lot or unit owners, in the same ratio as votes are distributed and apportioned among said lot or unit owners.

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ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission to and termination of membership, and voting shall be as follows:

4.1 The membership of the Association shall be as follows:

a) Class A shall consist of all owners of residential lots or dwelling units in the residential units of The Valley at Hidden Hills P.U.D., except the Developer. Members of Class A shall have one vote per lot or dwelling unit owned and shall pay full residential assessments as set forth in Section 5.3 of the Declaration of Residential Covenants and Restrictions of The Valley at Hidden Hills.

b) Class B shall consist of the Developer, The Valley, Ltd., or its assigns or successors in interest. The Class B member shall originally have three (3) votes for each dwelling unit. The Class B memberships shall cease to exist and shall be converted to Class A memberships on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
2. November 1, 1989.

4.2 Immediately upon the divestment of a Class A member's ownership interest in a lot or unit, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Upon transfer of title to any successor owner, such owner shall automatically become a member of the Association subject to all rights, duties and liabilities appurtenant thereto. Within 15 days of such transfer, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of

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the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws which may be hereafter adopted.

4.4 Votes may be exercised or cast by the owner or owners of each lot or unit as may be provided in the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association. When more than one person holds an interest in any lot or dwelling, all such persons shall be members of the Association, and the person entitled to cast the vote(s) for each lot or dwelling unit, shall be designated in a certificate signed by all record owners and filed with the Secretary of the Association. If any lot or dwelling unit, is owned by a corporation or partnership, a similar certificate shall be required, designating the person entitled to cast the vote(s) for such lot or dwelling unit. Lacking any such certificate, the vote(s) allocated to such lots or dwelling units shall not be considered in determining the requirements for a quorum, or for any other purpose. In no event shall more than one vote be cast for each lot, except that one vote shall be cast for each dwelling unit where more than one dwelling unit is located upon a single lot.

ARTICLE 5

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 1890 Kingsley Avenue, Orange Park, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be James M.

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Smoak, Jr., whose address is 1890 Kingsley Avenue, Orange Park, Florida. The Board of Directors may, from time to time, change the resident agent by designation filed in the office of the Secretary of State.

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than six (6) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the corporation, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association. With the exception of the first Board of Directors (named in Section 6.4), for as long as the Developer or its assigns or successors in interest owns any lands within The Valley at Hidden Hills PUD, the Developer or its assigns or successors in interest shall have the right to appoint one director to the Board of Directors. In addition, the Developer, its assigns or successors in interest, as a Class B member of the Association shall be allowed to vote in the elections of the other members of the Board of Directors.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The election of the Directors shall be held on the first Monday in July of 1984, and annually thereafter. The directors named in these Articles shall serve until successor directors are elected and any vacancies in their number occurring before such election shall be filled by the remaining Directors.

6.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

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James M. Smoak, Jr.	1890 Kingsley Avenue Orange Park, Florida 32073
Sam Bell	P. O. Box 3579 Vero Beach, Florida 32964
Louis H. Huntley	1890 Kingsley Avenue Orange Park, Florida 32073
Leon Feldhandler	6490 Ft. Caroline Road Jacksonville, Florida 32211
Morteza Hosseini-Kargar	673 Beville Road S. Daytona, Florida 32019

6.5 The Board of Directors shall elect a President and Secretary-Treasurer, and as many Vice Presidents and Assistant Secretaries as the Board of Directors shall determine to be necessary. The same person may hold two offices, the duties of which are not incompatible; provided, that the office of President and Vice President shall not be held by the same person, nor shall the President be also the Secretary-Treasurer or an Assistant Secretary.

ARTICLE 7

OFFICERS

The affairs of the Association shall be determined by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	James M. Smoak, Jr. 1890 Kingsley Avenue Orange Park, Florida 32073
Vice President:	Sam Bell P. O. Box 3579 Vero Beach, Florida 32964
Vice President:	Louis L. Huntley 1890 Kingsley Avenue Orange Park, Florida 32073
Vice President:	Leon Feldhandler 6490 Ft. Caroline Road Jacksonville, Florida 32211
Sec/Treasurer:	Morteza Hosseini-Kargar 673 Beville Road S. Daytona, Florida 32019

ARTICLE 8

INDEMNIFICATION

Every director and every 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 any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other right to which such directors or officer may be entitled.

ARTICLE 9

BY-LAWS

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

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 25% of the total votes are appurtenant, whether meeting as members or by instrument in

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OFFICIAL RECORDS

writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officers of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days after the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots whose owners are eligible to vote.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Duval County, Florida.

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11.3. At any meeting held to consider any amendment or amendments of the Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions as amended from time to time.


ARTICLE 12

SUBSCRIBERS


NAMES

James M. Smoak, Jr.	1890 Kingsley Avenue Orange Park, Florida 32073
Sam Bell	P. O. Box 3579 Vero Beach, Florida 32964
Louis L. Huntley	1890 Kingsley Avenue Orange Park, Florida 32073
Leon Feldhandler	6490 Ft. Caroline Road Jacksonville, Florida 32211
Morteza Hosseini-Kargar	673 Beville Road S. Daytona, Florida 32019

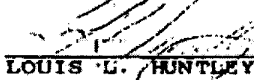
IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 25th day of July, 1985.



JAMES M. SMOAK, JR.



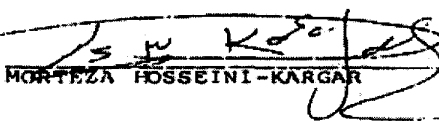
SAM BELL



LOUIS L. HUNTLEY



LEON FELDHANDLER



MORTEZA HOSSEINI-KARGAR

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STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this
21st day of July, 1985 by JAMES M. SMOAK, JR.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 19, 1988
Bonded thru Patterson-Becht Agency

Sharon D. Blagden
Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
25th day of July, 1985 by SAM BELL.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Nov. 7, 1985
Bonded thru The First American, Inc.

James H. Kincannon
Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this
23rd day of July, 1985 by LOUIS L. HUNTLEY.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 19, 1988
Bonded thru Patterson-Becht Agency

Sharon D. Blagden
Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
20th day of July, 1985 by LEON FELDHANDLER.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 19, 1988
Bonded thru Patterson-Becht Agency

Sharon D. Blagden
Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this
25th day of July, 1985 by MORTEZA HOSSEINI-KARGAR.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Dec. 19, 1986
Bonded thru The First American, Inc.

John M. Buckley
Notary Public
(SEAL)

BY-LAWS
OF

THE VALLEY PUD HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida

ARTICLE I

IDENTITY

1. These are the By-Laws of The Valley PUD Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association". The Association has been organized for the purpose of operating and administering the recreational and other common facilities for the use and benefit of the residents of The Valley at Hidden Hills Planned Unit Development (PUD).
2. The office of the Association shall be at 1890 Kingsley Avenue, Orange Park, Florida, or at such other place as the Board of Directors may determine from time to time.
3. The fiscal year of the Association shall be the calendar year.
4. "Developer" as used herein, shall mean THE VALLEY, LTD., or a successor to whom THE VALLEY, LTD. may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.
5. "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Residential Covenants and Restrictions for The Valley Planned Unit Development, Duval County, Florida, as recorded in the Public Records of Duval County, Florida, as amended from time to time.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM AND PROXY

1. The qualification of members, the manner of their admission to membership, termination of such membership, and voting by members shall be as set forth in Article IV of the Declaration of Covenants and Restrictions and in Article 4 of the Articles of Incorporation of the Association, and such provisions are incorporated herein by reference.
2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership. If any meeting cannot be convened for lack of a quorum, the quorum for the next member's meeting to be held because of an adjournment because of a lack of quorum shall be reduced by one-half for each successive meeting, until such time as a meeting may be held. Thus, by way of example, if a quorum consists of members entitled to cast 4,000 votes, and a quorum is not present at a member's meeting, the quorum for the next member's meeting held because of an adjournment for lack of quorum, shall consist of members entitled to cast 2,000 votes.
3. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

EXHIBIT "C"

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4. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Covenants and Restrictions, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the lots or parcels represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. Regular meetings of the membership shall be held on the first Monday of August of 1984, and annually thereafter at 8:00 P.M. EST at a place to be designated by the Board of Directors of the Association.
2. Special Membership meetings shall be held whenever called for by a majority of the Board of Directors and must be called upon receipt of a written request therefor by members of the Association to whose lots a majority of the total votes are appurtenant.
3. Notice of all members' meetings, regular or special, shall be given by the Secretary of the Association to each member, unless waived in writing, and such notice shall be written or printed and shall state the time and place and purpose for which the meeting is called. Such notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice, signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to a giving of such notice of such member. If any members' meeting cannot be organized because a quorum has not attended, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.
4. At meetings of the Association, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership present shall elect a chairman.

ARTICLE IV

DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors. Initially, there shall be five (5) Directors who shall be the Directors named in the Articles of Incorporation. They shall serve until August, 1985, or until successor directors are elected and have qualified, and any vacancies occurring before such election shall be filled by the remaining Directors.

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2. Election of Directors shall be by written ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting, and each member shall not cast more than one (1) vote for any person nominated as a Director.
3. Any Director, except the Director appointed by the Developer in accordance with Section 6.1 of the Articles of Incorporation, who may be removed only by the Developer, may be removed by a vote of two-thirds (2/3) of the total votes appurtenant to all lots whose owners are eligible to vote at a Special Meeting of the members called for that purpose. The vacancy of the Board of Directors so created shall be filled by the members of the Association at the same meeting.
4. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.
5. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.
6. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.
7. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent of the giving of notice.
8. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.
9. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.
10. Directors' fees, if any, shall be determined by the members of the Association.
11. The undertakings and contracts authorized by the initial Board, shall be binding upon the Association in the same manner, as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership, notwithstanding the fact that members of the initial Board may be directors or officers of, or otherwise associated with, the Developer, or other entities doing business with the Association.

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OFFICIAL RECORDS

ARTICLE V

OFFICERS

1. The officers of the Association shall be a President, Vice President, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors at its first meeting following the Annual Meeting of the members of the Association. The Board of Directors may also appoint one or more Vice Presidents to act in the absence of the President and one (1) or more Assistant Secretaries to act in the absence of the Secretary-Treasurer. All officers shall serve at the pleasure of the Board of Directors and may be removed without cause by a majority vote of the Directors at any meeting of the Board. Any Director of the Association may also be an officer of said Association.
2. The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint Committees from among the members to assist in the conduct of the affairs of the Association.
3. The Vice President, shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other duties as shall be prescribed by the Board of Directors.
4. The Secretary shall keep the minutes of all proceedings of the Directors and the members of the Association. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to the instruments requiring a seal, when duly signed. He shall keep the records of the association and shall perform all other duties incident to the office of the secretary of an association, and such as may be required by the Directors or President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.
5. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of the Treasurer.
6. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Directors from employing one of their number as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for services to or management of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The assessment roll shall be maintained in a set of records in which there shall be an account for each lot or parcel. Each account shall designate the name and address of the owner or owners, the amount of each assessment against said owners, the date amounts in which assessments are due, the amounts paid upon the account, and the balance due upon assessments.

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ARTICLE VII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Statutes of the State of Florida or the Articles of Incorporation or with these By-Laws.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

Except for paragraphs 1, 3, and 11 of Article IV of these By-Laws, which may not be amended prior to December 31, 1989, except with the unanimous written consent of all owners of all residential lots in The Valley PUD, amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors, or by instrument in writing signed by members of the Association to whose lots 25% of the total vote are appurtenant.
2. Such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President, who shall, thereupon, call a Special Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written notice of such meeting in the same form and in the same manner as notice of the calling of a Special Meeting of the members is required, as herein set forth.
3. In order for such amendment or amendments to become effective the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than a majority of the lots. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Duval County, Florida.
4. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.
5. Commencing on January 1, 1990, and thereafter, Paragraphs 1,3, and 11 of Article IV of these By-Laws may be amended in the same manner as any other provisions hereof.

The foregoing were adopted as the By-Laws of The Valley PUD Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors on _____.

85- 7171.1

Secretary

AUG 7 9 20 AM '85

Approved:

[Signature]
President

President

AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS
AND RESTRICTIONS FOR THE VALLEY AT HIDDEN HILLS

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This Amendment is made this 1st day of November, 1985 to the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills dated July 1, 1985 and recorded in Official Records Volume 5996, page 1266 of the public records of Duval County, Florida. The Amendment is made by THE VALLEY LTD., a Florida limited partnership; DIAL-BELL, INC., a Florida corporation; SARA DEVELOPMENT CO., a Florida corporation; INTERVEST CONSTRUCTION, INC., a Florida corporation; and KENNETH J. LAPOINTE & CO., Inc., a Florida corporation,

W I T N E S S E T H:

WHEREAS, the Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills was executed on the first day of July, 1985 and recorded on August 7, 1985 in Official Records Volume 5996, page 1266 of the public records of Duval County, Florida, and

16370

WHEREAS, the makers of said Declaration of Residential Covenants and Restrictions now desire to amend said Covenants and Restrictions as set out herein.

NOW, THEREFORE, this Amendment to the Declaration is made, filed and recorded by the makers thereof and shall become effective as of the date it is recorded in the public records of Duval County, Florida:

1. Article V is amended by adding thereto Section 5.12(s) as follows:

Section 5.12(a) - Notwithstanding anything else contained herein to the contrary, the lien of any assessment and any claim filed in accordance with the terms hereof shall be subordinate to the lien of any first mortgage on any of the land or lots covered by this declaration. No mortgagee shall be required to collect the assessments set out herein. Failure to pay the assessment due shall not constitute a default under an insured mortgage unless the insured mortgage by its terms states that failure to pay shall be a default thereunder.

2. Article VII is hereby amended by the amendment of Section 7.2(a) which shall read as follows:

Section 7.2(a) - The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Residential Homeowners Association, in accordance with its Articles and By-Laws, to borrow money for the

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purpose of improving the common property, and in aid thereof, to mortgage said property, except that the Developer and the Residential Homeowners Association shall not have the right to mortgage the streets shown on any subdivision plat of the subject property and if the property is to be mortgaged after the property has been conveyed to the Homeowners Association, it shall be mortgaged only with the consent of at least two-thirds of the lot owners excluding the Developer nor shall any interest in the common areas be conveyed or transferred without the consent of at least two-thirds of the lot owners excluding the Developer; and

3. There is hereby added Article XI:

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership in The Association, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration: annexation of additional properties, dedication of common areas, and amendment of this Declaration of Residential Covenants and Restrictions.

4. The Articles of Incorporation of The Valley at Hidden Hills Homeowners Association, which is Exhibit F to the Declaration of Residential Covenants and Restrictions is hereby amended by substituting therefore the Articles of Incorporation which are attached hereto as Exhibit F.

5. The By-Laws of The Valley at Hidden Hills which are Exhibit G to the Declaration of Residential Covenants and Restrictions are hereby amended by substituting therefore the By-Laws which are attached hereto as Exhibit G.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

THE VALLEY, LTD.

Witness [Signature]
Witness [Signature]

By: COASTAL DEVELOPMENT GROUP, INC.
Its General Partner
By: [Signature]
Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of November, 1985 by James M. Dumas, Jr., the President of Coastal Development Group, Inc., General Partner of The Valley, Ltd., a Florida Limited Partnership.

My commission expires:

Notary Public - State of Florida
My Commission Expires 04/11/1986
Fiduciary Commission for Coastal Bank

[Signature]
Notary Public
(SEAL)
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Janice J. Livingston
Witness

DIAL-BELL, INC.
By: [Signature]
Its President

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Deon B Bell
Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6th day of November, 1985, by Deon B Bell, the President of Dial-Bell, Inc.

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 1, 1987

Janice J. Livingston
Notary Public

(SEAL)

SARA DEVELOPMENT CO.

Nancy J. Woods
Witness

By: [Signature]
Its President

Charles J. Seddy
Witness

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of November, 1985, by [Signature], the President of Sara Development Co.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 19, 1988

[Signature]
Notary Public

(SEAL)

INTERVEST CONSTRUCTION, INC.

[Signature]
Witness
[Signature]
Witness

By: [Signature]
Its President

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ DUVAL

The foregoing instrument was acknowledged before me this 9th day of December, 1985, by Nortozia Hosseini-Kurqar, the President of Intervest Construction, Inc.

My commission expires:

[Signature]
Notary Public, State of Florida
My Commission Expires Jan. 20, 1988
(SEAL) by Trademark Service Co.

KENNETH J. LAPOINTE & COMPANY, INC.

[Signature]
Witness

By: [Signature]
Its President

[Signature]
Witness

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STATE OF FLORIDA
COUNTY OF DUVAL

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The foregoing instrument was acknowledged before me this 1st day
of November 1985, by Kenneth J. LaPointe, President of Kenneth
J. LaPointe & Company, Inc.

My commission expires:

Sharon D. Blayton
Notary Public



(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 19, 1988
Bonded Thru Patterson-Becht Agency

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ARTICLES OF INCORPORATION
THE VALLEY AT HIDDEN HILLS
HOMEOWNERS ASSOCIATION, INC.

(A corporation not for profit under
the laws of the State of Florida)

In order to form a corporation under and in accordance with
the provisions of the laws of the State of Florida for the
formation of corporations not for profit, we, the undersigned,
hereby associate ourselves into a corporation for the purposes
and with the powers hereinafter mentioned; and to that and we
do, by these Articles of Incorporation, set forth:

ARTICLE 1

NAME

The name of the corporation shall be THE VALLEY AT HIDDEN
HILLS HOMEOWNERS ASSOCIATION, INC. For convenience, the
corporation shall be referred to in this instrument as "The
Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is
to provide an entity to carry out and accomplish the purposes
described in the Declaration of Residential Covenants and
Restrictions for The Valley at Hidden Hills Planned Unit
Development (the "Declaration"), as recorded in the Public
Records of Duval County, Florida in Official Records Book 5966,
pages 1266 through 1318, inclusive, and subsequent residential
units in The Valley at Hidden Hills Planned Unit Development
(the "PUD"), and to undertake such management, maintenance,
operation, ownership and other duties with respect to the PUD
including, but not limited to, the management of the common
areas and drainage systems of the PUD.

2.2 The Association shall make no distributions of income
to its members, directors or officers, being conducted as a
nonprofit organization for the benefit of its members.

ARTICLE 3

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article 2 hereof and all of the powers and duties reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

a) To make and establish reasonable rules and regulations regarding the use of Association common property subject to its jurisdiction.

b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.

c) To use the proceeds of assessments in the exercise of its power and duties.

d) To maintain, repair, replace, operate and manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property.

e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

f) To enforce by legal means the provisions of the Declaration, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

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g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

h) To contract for the management and operation of portions of the Association property susceptible of separate management or operation.

i) To employ personnel and engage such professional assistance as may be necessary to perform the services required for the proper operation of the Association and its properties.

j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration supplementary thereto.

k) To organize, promote and support undertakings and activities for the benefit and general welfare of the residents of the PUD.

l) To borrow money for the purpose of improving the common property, but only upon approval by vote of 66% of the members of the Association.

3.3 All funds and the title of all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation and the By-Laws.

3.4 In the event of the dissolution of the Association, title to all real property shall vest in the abutting lot owners as at common law, subject, however, to the same easements and rights of uses by the residents of The Valley at Hidden Hills as existed prior to dissolution. Upon dissolution of the Association, all money and other personal property of the Association shall be distributed pro rata to lot or unit owners, in the same ratio as votes are distributed and apportioned among said lot or unit owners.

ARTICLE 4

MEMBERS

The qualifications of members, the manner of their admission to and termination of membership, and voting shall be as follows:

4.1 The membership of the Association shall be as follows:

a) Class A shall consist of all owners of residential lots or dwelling units in the residential units of The Valley at Hidden Hills P.U.D., except the Developer. Members of Class A shall have one vote per lot or dwelling unit owned and shall pay full residential assessments as set forth in Section 5.3 of the Declaration of Residential Covenants and Restrictions of The Valley at Hidden Hills.

b) Class B shall consist of the Developer, The Valley, Ltd., or its assigns or successors in interest. The Class B member shall originally have three (3) votes for each dwelling unit. The Class B memberships shall cease to exist and shall be converted to Class A memberships on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

2. November 1, 1989.

4.2 Immediately upon the divestment of a Class A member's ownership interest in a lot or unit, regardless of the means by which such ownership may be divested, such owner's membership shall terminate. Upon transfer of title to any successor owner, such owner shall automatically become a member of the Association subject to all rights, duties and liabilities appurtenant thereto. Within 15 days of such transfer, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of

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the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. The funds and assets of the Association belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws which may be hereafter adopted.

4.4 Votes may be exercised or cast by the owner or owners of each lot or unit as may be provided in the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association. When more than one person holds an interest in any lot or dwelling, all such persons shall be members of the Association, and the person entitled to cast the vote(s) for each lot or dwelling unit, shall be designated in a certificate signed by all record owners and filed with the Secretary of the Association. If any lot or dwelling unit, is owned by a corporation or partnership, a similar certificate shall be required, designating the person entitled to cast the vote(s) for such lot or dwelling unit. Lacking any such certificate, the vote(s) allocated to such lots or dwelling units shall not be considered in determining the requirements for a quorum, or for any other purpose. In no event shall more than one vote be cast for each lot, except that one vote shall be cast for each dwelling unit where more than one dwelling unit is located upon a single lot.

ARTICLE 5

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 1890 Kingsley Avenue, Orange Park, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be James M.

Smoak, Jr., whose address is 1890 Kingsley Avenue, Orange Park, Florida. The Board of Directors may, from time to time, change the resident agent by designation filed in the office of the Secretary of State.

ARTICLE 6

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than six (6) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the corporation, and in the absence of such determination, shall consist of three (3) directors. Directors need not be members of the Association. With the exception of the first Board of Directors (named in Section 6.4), for as long as the Developer or its assigns or successors in interest owns any lands within The Valley at Hidden Hills FUD, the Developer or its assigns or successors in interest shall have the right to appoint one director to the Board of Directors. In addition, the Developer, its assigns or successors in interest, as a Class B member of the Association shall be allowed to vote in the elections of the other members of the Board of Directors.

6.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The election of the Directors shall be held on the first Monday in July of 1984, and annually thereafter. The directors named in these Articles shall serve until successor directors are elected and any vacancies in their number occurring before such election shall be filled by the remaining Directors.

6.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

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James M. Smoak, Jr.	1890 Kingsley Avenue Orange Park, Florida 32073
Sam Bell	P. O. Box 3579 Vero Beach, Florida 32964
Louis H. Huntley	1890 Kingsley Avenue Orange Park, Florida 32073
Leon Feldhandler	6490 Ft. Caroline Road Jacksonville, Florida 32211
Morteza Hossaini-Kargar	673 Beville Road S. Daytona, Florida 32019

6.5 The Board of Directors shall elect a President and Secretary-Treasurer, and as many Vice Presidents and Assistant Secretaries as the Board of Directors shall determine to be necessary. The same person may hold two offices, the duties of which are not incompatible; provided, that the office of President and Vice President shall not be held by the same person, nor shall the President be also the Secretary-Treasurer or an Assistant Secretary.

ARTICLE 7

OFFICERS

The affairs of the Association shall be determined by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	James M. Smoak, Jr. 1890 Kingsley Avenue Orange Park, Florida 32073
Vice President:	Sam Bell P. O. Box 3579 Vero Beach, Florida 32964
Vice President:	Louis L. Huntley 1890 Kingsley Avenue Orange Park, Florida 32073
Vice President:	Leon Feldhandler 6490 Ft. Caroline Road Jacksonville, Florida 32211
Sec/Treasurer:	Morteza Hossaini-Kargar 673 Beville Road S. Daytona, Florida 32019

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ARTICLE 8

FHA/VA APPROVAL

As long as there is a class B membership in the Association, that is as long as the Developer has membership in the Association under class B membership prior to the conditions eliminating class B membership under Article 4 hereof, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties within the Planned Unit Development, dedication of the common area lying within the Planned Unit Development, mortgaging of the common area, mergers and consolidations, dissolution of the Association, and amendment of these Articles.

ARTICLE 9

BY-LAWS

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

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 25% of the total votes are appurtenant, whether meeting as members or by instrument in

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writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officers of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days after the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of two thirds of the total votes appurtenant to all lots whose owners are eligible to vote.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Duval County, Florida.

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11.3 At any meeting held to consider any amendment or amendments of the Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions as amended from time to time.

ARTICLE 12
DISSOLUTION

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

ARTICLE 13
SUBSCRIBERS

NAMES

- James M. Smoak, Jr. 1890 Kingsley Avenue
 Orange Park, Florida 32073
- Sam Bell P. O. Box 3579
 Vero Beach, Florida 32964
- Louis L. Huntley 1890 Kingsley Avenue
 Orange Park, Florida 32073
- Leon Feldhandler 6490 Ft. Caroline Road
 Jacksonville, Florida 32211
- Morteza Hosseini-Kargar 673 Neville Road
 S. Daytona, Florida 32019

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IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 6th day of December, 1985.

[Signature]
 JAMES M. SMOAK, JR.

[Signature]
 SAM BELL

[Signature]
 LOUIS L. HUNTLEY

[Signature]
 LEON FELDHANDLER

[Signature]
 MORTEZA HOSSEINI-KARBAR

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 2nd day of December, 1985 by JAMES M. SMOAK, JR.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 17, 1989
Bonded thru National Fire Ins. Co. of Hartford

[Signature]
Notary Public

(SEAL)

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 6th day of December, 1985 by S. H. Bell, Jr. SAM BELL.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 1, 1989
Bonded thru National Fire Ins. Co. of Hartford

[Signature]
Notary Public

(SEAL)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 2nd day of December, 1985 by LOUIS L. HUNTLEY.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 17, 1989
Bonded thru National Fire Ins. Co. of Hartford

[Signature]
Notary Public

(SEAL)

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
27th day of November, 1985 by LEON FELDHANDLER.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 15, 1988

[Signature]
Notary Public
(SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this
27th day of November, 1985 by MONTEZA HOSSEINI-KARGAR.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Nov. 15, 1988

[Signature]
Notary Public
(SEAL)

85-117207
Dec 16 4 48 PM '85
FILED AND FORWARDED IN PUBLIC
RECORDS OF DUVAL COUNTY, FLA.
[Signature]
CLERK OF PUBLIC RECORDS

THIS INSTRUMENT WAS PREPARED BY:
LEWIS ANSBACHER
ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BLDG.
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216

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AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared THOMAS MITCHELL, who, after first being duly sworn according to law, deposes and says:

That Affiant is one of the owners of that certain property lying and being in the County of Duval and State of Florida, known and described as:

Lot 19-A, Aquatic Gardens, according to plat thereof recorded in Plat Book 38, pages 71 and 71A of the current public records of Duval County, Florida.

That Commonwealth Land Title Company, under Commitment 945810, sets forth an exception in Schedule B, Section 1, Item 2d, for that certain Federal Tax Lien recorded in Official Records Volume 5761, page 1006, of the current public records of Duval County, Florida, which tax lien is against a party whose name is similar to the name of the Affiant;


The Affiant has never done business as Tom Mitchell Family Recreation Center.

The Affiant has never resided at 10960 Beach Boulevard, Lot 627, Jacksonville, Florida.


That Commonwealth Land Title Company has refused to delete this judgment exception save and except for the execution and delivery to Commonwealth Land Title Company of this Affidavit of the Affiant;

The Affiant is not the defendant named in the aforementioned judgment and there is no judgment of any kind against the Affiant.

RETURN TO: ANSBACHER & SCHNEIDER, P.A.
100 NATIONAL FINANCIAL BUILDING
4215 SOUTHPOINT BLVD.
JACKSONVILLE, FLORIDA 32216


THOMAS MITCHELL (SEAL)

Sworn to and subscribed before me
this 11th day of December, 1985


Notary Public, State of Florida
My Commission Expires:

Note: Public State of Florida
My Commission Expires Sept. 20, 1987

85-73041/0012J

85-11720S
DEC 16 4 48 PM '85

NOTARY PUBLIC
BOOKS OF THE COUNTY OF
DUVAL
JACKSONVILLE, FLORIDA

AMENDMENT TO DECLARATION OF RESIDENTIAL COVENANTS AND RESTRICTIONS FOR THE VALLEY AT HIDDEN HILLS

THIS AMENDMENT to Declaration of Residential Covenants and Restrictions for The Valley at Hidden Hills ("Covenants") is made on the day hereinafter set forth by The Valley at Hidden Hills Homeowners Association, Inc., a/k/a The Valley P.U.D. Residential Homeowners Association, Inc., a Florida corporation not-for-profit (AAssociation@).

FRED ELEFANT, ESQ.
Post Office Box 5727
Jacksonville, FL 32247-5727

PREPARED BY AND RETURN TO:

WITNESSETH:

WHEREAS, Association is the homeowners= association for The Valley at Hidden Hills pursuant to the Covenants which are recorded in O.R. Book 5996, page 1266 et seq., public records of Duval County, Florida; and

WHEREAS, the Covenants provide that the Association may amend the Covenants on a vote of sixty-six percent (66%) of the total votes in the Association.

WHEREAS, a meeting of the members of the Association was held on January 24, 2008, at which a quorum was present, and more than sixty-six percent (66%) of the total votes in the Association approved the following amendments to the Covenants.

NOW, THEREFORE, the Association hereby amends the Covenants, with deletions shown by interlineation and additions shown in bold face type and underlined.

1. Section 3.9 is hereby amended as follows:

Section 3.9. Houses and other structures will be kept painted, if appropriate, and otherwise in good repair. Lawns will be properly maintained and shrubbery kept trimmed. No obnoxious or offensive activity shall be conducted or permitted to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may become an annoyance or private or public nuisance. **In the event any lot owner shall fail to maintain the exterior of his Dwelling Unit or his lot, after reasonable notice specifying the maintenance or repair item, in a manner satisfactory to the Board of Directors, the Association shall have the right (but no obligation), through its agents and employees, to enter upon said lot and to repair, maintain and restore the exterior of the Dwelling Unit and any other improvements erected thereon, and the lot. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.**

2. A new Section 3.22 is added to Article III, as follows:

Section 3.22. No member shall be allowed to lease a Dwelling Unit until they have owned the Dwelling Unit for at least twenty-four (24) months. A member who intends to lease or renew a lease of the member's Dwelling Unit must notify the Association, in writing, of their intent to lease not later than the effective date of the Lease or a new lease, and furnish the Association with a copy of the lease. The Association shall have the right to terminate the tenancy and to evict any tenant or occupant of a dwelling unit which is being leased from a member who has owned the Dwelling Unit for less than twenty-four (24) months, or if the tenant or any occupant or guest of the tenant fails to abide by the Declaration of Residential Covenants and Restrictions, Rules and Regulations of the Association, or Florida law. This section shall apply only to changes of ownership to Dwelling Units which occur after the effective date of this section.

3. The Covenants shall remain in full force and effect, except as amended herein.

IN WITNESS WHEREOF, the undersigned officers of the Association hereby certify that this Amendment has been duly adopted pursuant to the requirement of the Covenants.

THE VALLEY AT HIDDEN HILLS
HOMEOWNERS ASSOCIATION, INC. a/k/a
THE VALLEY P.U.D. RESIDENTIAL
HOMEOWNERS ASSOCIATION, INC.

ATTEST:

By: Elizabeth Z. Pavlinsky
Print Name: Elizabeth Z. Pavlinsky
Title: Secretary

By: John F. Roberts
Print Name: John F. Roberts
Title: President

WITNESSES:

(CORPORATE SEAL)

[Signature]
Print Name: R Scott Sullivan

[Signature]
Print Name: Terence K Banning



STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of March, 2008, by John Roberts, as President of THE VALLEY AT HIDDEN HILLS HOMEOWNERS ASSOCIATION, INC. a/k/a THE VALLEY P.U.D. RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: personally known to me; or has produced _____ as identification; and who: did did not take an oath.



[Signature]
Print Name: Lisa M Carmichael-Sullivan
Notary Public, State of Florida at Large
My commission expires: 8/24/10

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of March, 2008, by Elizabeth Pavlinsky, as Secretary of THE VALLEY AT HIDDEN HILLS HOMEOWNERS ASSOCIATION, INC. a/k/a THE VALLEY P.U.D. RESIDENTIAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. (S)He is: personally known to me; or has produced _____ as identification; and who: did did not take an oath.



[Signature]
Print Name: Lisa M Carmichael-Sullivan
Notary Public, State of Florida at Large
My commission expires: 8/24/10