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AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR PABLO WOODS

This document hereby amends the Declaration of Covenants and Restrictions for Pablo Woods, recorded in Official Records Volume 6988, page 875 of the public records of Duval County, Florida. The Declaration is amended to read as follows:

ARTICLE I

INTRODUCTION, DEFINITIONS AND CONSTRUCTION

The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each Lot within the Property and are intended to create mutual equitable servitudes on each Lots in favor of other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and estate between the Owners of the Lots their heirs, successors and assigns.

Unless the context requires otherwise, the words defined below whenever used in this Declaration and in the Legal Documents shall have the following meanings:

1.1 "Architectural Criteria" means the architectural standards set forth in paragraphs 3.2 through 3.12 hereof and the construction standards and other regulations from time to time adopted by the A.R.B. and approved by the Board of Directors for improvements constructed within and the Property, as set forth in Article VIII hereof.

1.2 "Association" means Pablo Woods Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.3 "Board" or "Board of Directors" means the Association's Board of Directors.

1.4 "Common Areas" means all property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

1.5 "Legal Documents" collectively means this Declaration of Covenants and Restrictions, and any supplemental or amendatory declarations made in accordance herewith, as amended from time to time, and the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws", as the same as amended from time to time.

1.6 "Lot" means any improved plot of land shown on the Plat or any subsequently recorded subdivision plat of the Property, which is designed thereon as a residential lot, excluding any areas intended for ingress and egress, utilities or drainage uses.

1.7 "Mortgage" means any mortgage, or other instrument validly creating a lien upon any improved property, as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

1.8 "Mortgagee" means the Person (s) named as the obligee under any Mortgage, or the successor in interest to any such Person.

1.9 "Owner" means the record Owner, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers and any person holding fee simple title merely as security for the performances of an obligation.

1.10 "A.R.B." means the Architectural Review Board of the Association as set forth in Article VIII hereof.

1.11 "Person" means any natural person or artificial entity having legal capacity.

1.12 "Plat" means that subdivision plat of Pablo Woods recorded in Plat Book 46, page 46 through 46D of the Public Records of Duval County, Florida, and the recorded plat of any lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.13 "Property" means the lands in Duval County, Florida described in Exhibit A attached to the Declaration recorded in Official Records Volume 6988, page 875 of the public records of Duval County, Florida, together with all other lands that hereafter may be subject to the provisions of this Declaration in the manner provided herein.

1.14 "Regulations" means any rules and regulations regarding the use of the property duly adopted by the Association in accordance with the Legal Documents.

1.15 "Unit" means a single family detached dwelling located on a Lot.

1.16 "Interpretation." unless the context expressly requires otherwise, the use of a singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation. Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a SATURDAY, Sunday, or legal holiday. The term "Lot" and "Property" means all or any portion applicable to the context and improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purpose only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this subparagraph apply to the interpretation, construction, application, and the enforcement of all the Legal Documents and the Architectural Criteria.

ARTICLE II

PROPERTY RIGHTS AND EASEMENTS

2.1 Title to Common Areas and Owner's Easements of Enjoyment. Every Owner, his family members, guests, invitees and lessees has a non-exclusive right and easement of enjoyment in and to the Common areas that is appurtenant to, and passes with, the title to every Lot, subject to the provisions of the Legal Documents and to the following:

(a) Dedication. The Association's right to sell, convey, mortgage, dedicate or otherwise transfer all or any part of the common Areas to any person for such purpose and subject to such conditions as may be agreed to by the members of the Association. Any such mortgage or transfer must be approved by the least two-thirds (2/3) of the members of the Association at a meeting duly convened for such purpose and shall be evidenced by a recorded certificate of the Association.

(b) Easements. The right of the Board of directors, without further consent for Owners or their Mortgagees, to grant permits, licenses and easements over all or any part of the Common Area to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement. Easements are limited to using the Common Areas for their intended purpose in a reasonable manner, and with respect to any particular use of activity, it is limited to those portions of the Common Areas from time to time improved or otherwise suitable for such use or activity.

(c) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable Regulation governing the use of the Common Areas, as provided.

(d) Suspension of Owners Rights. The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(e) Legal Requirements. The provisions of applicable Law and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

2.2 General Easements. All properties are subject to perpetual easements (a) to the Association for the exercise of any rights or the performance of any obligations permitted or required by the Legal Documents, including the maintenance, repair, removal, or reconstruction of portions of a Lot or the improvement thereon, as provided in the Declaration and (b) for the drainage of ground and surface waters, and along each side Lot line in amount of three (3) feet for the installation, maintenance, and use of drainage ditches, pipes or other drainage facilities; and (c) for the construction, operation and maintenance of underground electric utility facilities, telephone and telecommunication receiving and distributing system, and water and sewer facilities, to a depth of ten (10) feet from the Lot line of each Lot abutting a publicly dedicated right-of-way. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines or for the installation, maintenance, transmission and use of electricity, gas, telephone, telecommunication system, cable television, water and other utilities, whether or not the easements are designated herein to be for drainage, utilities, or other purposes. The Owner of the Lot subject to these easements shall acquire no right, title or interest in any of the cables, conduits, pipes, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot may construct (subject to the architectural approvals set forth in Article VIII hereof) improvements on the drainage easement areas described in subparagraph (b) above, including fences, hedges, trees or other landscape items. However, if such improvements interfere with the exercise of the easement rights, the Owner of the Lot shall remove the improvements or landscape items upon written request of the Association or the grantee of the easement

2.3 All Rights and Easements Appurtenant. The benefits and burdens of the rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every Lot. Whenever any such right or easement is described as nonexclusive by this Article, its benefits nevertheless is exclusive to all Lots granted such benefits by this Article, unless this Article expressly grants such benefits to additional persons. In no event does the benefit of any such easement extend to the general public.

2.4 Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the common Areas to any and all Persons from time to time lawfully occupying such Owner's Lot. Any delegation is subject to the Association's Regulations.

ARTICLE III

USE RESTRICTIONS

3.1 Residential Use. Lots shall be used for single family residential purposes only, and no trade, business or profession of any kind may be conducted in, on, or from any Lot.

3.2 Construction Standards and Limitations. Lots may only be improved by the construction, repair or remodeling of a Unit in accordance with the current Architectural Criteria and with plans and specifications for such Lot approved in writing by the A.R.B. in accordance with the procedures described in Article VIII hereof. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the A.R.B. An Owner may not cause or permit any alteration, modification, renovating or reconstruction (including changes in paint or stain colors) to be made to the approved structural components, roof, exterior appearance, driveway or parking areas of his Unit, nor make any additions to the exterior of his Unit, without the prior written approval of the A.R.B., except that an Owner shall maintain, repair and replace the exterior of his Unit with materials of the same style and of equal or greater quality as originally constructed in accordance with approved plans and specifications. In addition to obtaining approval from the A.R.B, the Owner must obtain the required permits from the City prior to commencing alterations or additions to his Unit.

3.3 Size Limitation. The Units constructed on each Lot shall not exceed the height of thirty-five (35) feet above grade level. Units shall have minimum square forage of one thousand (1,000) square feet of interior living area. Interior living area means permanently enclosed and roofed living area, exclusive of garages, porches and patio.

3.4 Structures. No Shed, shack, detached outbuildings, playground equipment, trailer, tent or temporary or movable building or structure of any kind (whether similar or dissimilar to the forgoing) shall be erected or permitted to remain on any Lot without the approval of the A.R.B. Detached garages are a permissible use and shall be approved by the A.R.B. when otherwise in conformity with the architectural standards. All tennis courts and play structures shall be located at the rear of the Unit or on the inside portion of corner Lots within the set-back lines, except basketball backboards are allowed on the driveway, but not in the street, and must be maintained by the Lot owner. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of the Lot located in front of the rear line of the Unit constructed thereon. However, this paragraph shall not prevent the use of temporary building in connection with and during the actual construction of the main residence and other building permitted hereunder, nor the use of temporary sanitary toilet facilities for workmen during construction.

3.5 Landscaping. No hedges or hedge-like grouping of plants exceeding four (4) feet in height shall be permitted without a written approval of the A.R.B. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. Pebbles, stones or other like materials will not be used as a substitute for natural grass upon the exterior portion of any lot unless approved by the A.R.B.. Selective cuttings and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be seeded or covered with sod or landscaping materials and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each Owner whose Lot abuts a lake (detention area) to maintain the area back to the water edge. It is the responsibility of each Owner to seed or sod and maintain the area between his Lot and the street. It is the responsibility of each Property owner to prevent erosion on all areas of his Lot, including easements, by sodding, seeding, and using landscaping materials or other methods which may be deemed appropriate.

3.6 Fences. Shadow box, stockade and other styles of fencing of vinyl or of cedar or cypress not more than six (6) feet high may be erected only on the rear lot line and along the side lot line to a point aligned with the exterior front wall of the Unit, except that on corner lots no fence is allowed along the side lot line abutting the street. If the fence is to be painted or stained, the color either must be approved by the A.R.B. or must comply with the current A.R.B. approved color pallet. No other fence, hedges, walls or similar structures may be erected on a Lot, unless the location, quality, style, color and design have been first approved in writing by the A.R.B., which may withhold its approval in absolute discretion. No fence, wall or hedge may exceed six (6) feet in height. There shall be no chain link, barbed wire or other forms of wire or steel fences. All fences must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of the A.R.B.

3.7 Setback Lines. To assure that location of dwellings will be in their most advantageous position for the Property as a whole, and that the structures will be located with regard to the topography and existing trees of each Lot, the A.R.B. shall have the right to control the precise site and location of any dwelling or other structure upon all Lots, subject to compliance with zoning regulations. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the A.R.B.. In general, the A.R.B., shall maintain setback lines of twenty (20) feet from the front and rear lot lines, ten (10) feet from any side street lines, and five (5) feet from side lot lines. Eaves and cornices of any such building may project no more than two (2) feet within such setback lines. The A.R.B. may modify these setback restrictions for individual Lots where in its absolute discretion it determines that such modification is necessary or appropriate to permit the location of patios, screen porches, balconies or decks in the rear yard setback area, or to preserve trees or maintain the overall aesthetics of the Property, or to permit a better utilization of a Lot with peculiar topography or shape.

3.8 Garages and Driveways.

(a) Garages. All Units must be constructed with a garage which shall contain at least one parking place appropriate for the parking of a passenger vehicle. Detached garages must have a minimum setback of five (5) feet on rear and side lot lines. No garage shall be permanently enclosed or converted to another use without the written approval of the A.R.B.. Carports are not permitted, regardless of whether temporary or permanent.

(b) Driveways. All improved properties shall have a paved driveway constructed of a material approved by the A.R.B. as part of the plans and specifications.

3.9 Exteriors. The exteriors of all homes must be wood, brick, stucco, vinyl, cement siding (Hardy Board), retail available siding or other materials approved by the A.R.B. in the Architectural Criteria. No exposed concrete block will be permitted. No bright or vivid colors will be permitted on exterior of homes. There is an approved color pallet for the exterior of Units that is available from the ARB. No flat roofs are allowed, except as an architectural component of a roof design which is primarily not a flat roof. No television or radio masts, towers, poles, antennae, aerials, or appurtenance shall be erected or maintained on the exterior of any Lot unless the location, size and design thereof have been approved by the A.R.B.. In general, the A.R.B. shall not approve any such item if reasonably adequate interior antenna location is available or a master television and radio antenna system or cable system is available to such Lot. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazine or similar material shall be erected on any Lot. Instead a central mailbox will be installed by the Post Office for use by Owners.

3.10 Window Coverings. Window coverings may be of any conventional color or material, lined or unlined, to include draperies, curtains, blinds, or shutters. Without the prior written approval of the A.R.B.,

no aluminum foil, paper, tinted or reflective glass or other tinted or reflective material shall be installed or maintained on any windows of a Unit. Windows shutters must be sized to match window openings.

3.11 Storage of Fuel tanks, Firewood, Garbage and Trash Receptacles. All above-ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent properties and any street. All firewood shall be stored in a screened service area; screening shall consist only of approved materials such as stained woods, stucco or accent brick. Except during periods of regular collections and disposal, no trash, garbage or other waste material or accumulations shall be kept, stored or permitted anywhere within the Property except inside the Unit, or in refuse containers concealed from view by lattice or fencing and in accordance with the Association's regulations. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

3.12 Utilities. Building connections for all utilities, including, but not limited to, water, sewer, electricity, telephone and cable television shall be run underground from the proper connecting points of the utility company. All water and sewage facilities and service to the Property shall be supplied by means of the central water supply and sewage system. No well of any kind shall be dug or drilled on the Property except to provide landscape irrigation. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into lakes or other bodies of water.

3.13 Signs. No signs of any kind shall be displayed to public view within the Property except customary address signs, no trespassing signs, yard sale signs (day before the sale and on sale day) and standard lawn signs advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the A.R.B.'s regulations.

3.14 Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lot and any street. All clothes lines or drying racks must be retractable or of the umbrella type.

3.15 Animals. No domesticated animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that caged birds and other common household pets may be kept by the occupants of each Unit subject to the Association's Regulations, provided such pets are not kept, bred or maintained for any commercial purpose, and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. Dogs must be leashed or kept within enclosed area at all times. All animals' feces deposited by leashed animals must be removed immediately.

3.16 Parking. Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, or repair of boats, trailers, recreational vehicles, or other vehicles, no vehicle, boat, or trailer may be parked, stored, or repaired anywhere within the Property, except as authorized in this paragraph. Functional passenger automobiles, vans, motorcycles, and trucks of one and one quarter-ton capacity or less (collectively, "Permitted Vehicles") may be parked only in the garage of a Unit or in the driveway. Boats, trailers and other vehicles that are not Permitted Vehicles may not be parked in the driveway and may only be parked in the garage of a Unit or behind a point aligned with the exterior front wall of the unit. If boats, trailers and other vehicles that are not Permitted Vehicles are parked behind a point aligned with the exterior front wall of the unit, they must be either on an A.R.B. approved concrete slab or pavers, or screened from view from adjacent lots and any street by a fence, recognizing that some portion of the boat or other vehicle may be visible above the highest fence allowed. No parking of any vehicles is allowed in the street except for temporary guest use. No parking places may be constructed on any Lot, except as constructed in accordance with approved plans and specifications. No part of the Common Areas shall be used for parking. The Association may enforce the

foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in the paragraph prohibits the emergency repair or servicing of permitted Vehicles, so long as such repair or servicing is completed within 48 hours, nor the temporary parking by guests, invitees, agents or contractors of owners.

3.17 Wetlands.

(a) General. Only the Association shall have the right to pump or otherwise remove any water from any lake, streams, ponds, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use, notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easement to the City of Jacksonville, Florida, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish and fungi in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association. No decks, docks mooring, piling, bulkhead or other structures shall be constructed on such embankments or within lakes unless and until same shall have been approved by the A.R.B.

(b) Recreational Use. Except with the prior written consent of the Association, or in accordance with the Association's Regulations, no swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or on the lakes within the Common Areas.

3.18 General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. No noxious, destructive, or offensive activity is permitted within Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any Property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Every Owner of a Lot is a member of the Association and is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot, whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

4.2 Voting Rights. Members are entitled to one vote for each Lot owned; however, if more than one Person holds the record title to any Lot, all such Persons are members, but only one vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at any meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authorization is filed with the Association designating the voting co-owner. If title is held by a corporation, the Secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

4.3 Extraordinary Action. The Association's Articles of incorporation provide that certain actions of the Association as described in the Articles require the approval of the super-majority of the members.

4.4 Inspection of Records. All books, records and papers of the Association will be open to inspection and copying during reasonable business hours by an Owner. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any such Person copies (certified, if requested) of any of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. The Declaration, Articles, and By-Laws must be available for inspection by any Owner at the Association's principal office, where copies also may be purchased at a charge to cover reproduction costs.

4.5 Amplification. The members of the Association shall elect the Board of Directors of the Association, who shall manage the affairs of the Association. The Board of Directors shall elect officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and By-Laws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. The Association intends that the provisions of this Declaration and the Articles and By-Laws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Association intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 The Common Area.

(a) General. Subject to the rights of the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas.

(b) Insurance. The Association shall carry insurance to protect against vandalism and malicious mischief and shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any owner because of unintentional acts or omissions.

5.2 Other Maintenance.

(a) Signage and Landscaping. The Association shall maintain the signs identifying the Property and the landscaping and berms installed with the consent of governmental authorities in the publicly dedicated rights-of-way within the Property and adjacent to the Property.

(b) Unit Exterior and Lot Maintenance. If an Owner of any Lot shall fail to maintain, repair, or restore the exterior of his Lot and Unit, including the landscaping located thereon, in the manner required by the Legal Documents within thirty (30) days following notice by the Association specifying the maintenance or repair item, then the Association, after approval by not less than seventy-five percent (75%) of the members of the Board of Directors, shall have the right to levy reasonable fines of up to \$100 per violation against any Owner for the failure of the Owner or Owner's tenant or guest to comply with any provision of this Declaration of Covenants, the Association By-Laws, or reasonable promulgated rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate per violation. Actions at law or in equity, or both, to redress failure or refusal to comply with these provisions may be brought by the Association against the Lot Owner. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

The levy of fines shall be subject to the provisions and procedures set out in Chapter 720, Florida Statutes.

(c) Lake Maintenance. The Association shall maintain the lakes within the Property, notwithstanding that a portion of any lake may be located within one or more Lots. Subject to the rights of the City of Jacksonville, Florida and other governmental authorities, the Association shall have the exclusive right to determine and control water levels and water quality, and to control the growth and removal of plants, fungi, waterfowl, and animals within the lakes. The provisions of this subparagraph do not supersede the provisions of Article VII hereof that require lakefront Lot Owners to maintain the lake shoreline located adjacent to their Lots.

(d) Surface Water Management. The Association shall operate and maintain the surface water management system that has been installed pursuant to the permits issued by the Florida Department of Environmental Regulation, the St. John's River Water Management District, including all lakes, littoral areas, retention areas, under drains, culverts and filtration systems. If the Association is dissolved, the property consisting of the surface water management system that is located on the Common Areas shall be conveyed to an appropriate agency of local government, and those portions of Lots on which are located parts of the surface water management system shall be subject to easements to such agency of local government to operate and maintain the surface water management system. If the conveyance is not accepted by the local government agency, then the surface water management system must be conveyed to a non-profit corporation similar to the Association. Any modification of the Common Areas or amendment of the Declaration that would adversely affect the surface water management system must have the prior approval of the St. Johns River Water Management District.

5.3 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and the Common Areas so long as such rules and regulations are consistent with the rights and duties established by the Legal Documents. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The rules and regulations initially shall be promulgated by the Board of Directors and may be amended by a majority vote of the Board of Directors, or may be amended or rescinded by a majority of the membership present and voting at any regular or special meeting convened for such purpose. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and opportunity to be heard, in person or through representatives of the Owner's choosing. Wherever any provisions of this Declaration prohibit any activity, condition, or structure within the property, except as permitted by the Association's Regulations, such restriction or prohibition is self-executing unless and until the Association issues regulations expressly permitting the same.

5.4 Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Legal Documents and every other right, power, or privilege reasonably necessary, convenient, or desirable to the exercise of any right, power, or privilege so granted.

5.5 Reserves. The Association shall establish and maintain an adequate reserve fund for the repair and replacement of property that the Association is obligated to maintain under the provisions of the Legal documents, including the surface water management system. Reserves, as determined from time to time by the Board of Directors, shall be funded from the annual maintenance assessment described in Article VI hereof.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

6.1 Assessments Established. Each Owner by acceptance of a deed or other conveyance of record title to a Lot whether or not it is so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

- (a) An annual maintenance assessment, as defined in paragraph 6.2; and
- (b) Special assessments, as defined in paragraph 6.3; and
- (c) Special assessments for property taxes levied and assessed against the Common Areas or the Association's property, as defined in paragraph 6.4; and
- (d) Specific assessments against a particular Lot that are established pursuant to any provisions of the Legal Documents, as provide in paragraph 6.5; and
- (e) All excise taxes, if any that form time to time may be imposed upon all or any portion of the assessment established by this Article.

6.2 Annual Maintenance Assessments .

(a) General. The annual maintenance assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the residents and occupants within the Property, and for the operations, management, maintenance, repair, renewal and replacement of the Common Areas and the Association's property, including the payment of taxes and insurance, and for the performance of the Association's duties under the Legal Documents. The annual assessment shall be used to pay all expenses of the Association incurred in the administration of the powers and duties granted under the Legal Documents and pursuant to law, including the maintenance of adequate reserve accounts.

(b) Amount. The Board of Directors, at its annual meeting, shall set the amount of the annual maintenance assessment for the following year for each Lot, provided that the annual maintenance assessment may not be increased more than fifteen percent (15%) above the annual maintenance assessment for the previous year unless approved by two-thirds (2/3) of those members present in person or by proxy at the duly convened meeting. The amount of the annual maintenance assessment shall be fixed by the Board of Directors at least 30 days before the beginning of each fiscal year and shall be payable in one or more installments as determined by the Board of Directors without interest so long as not more than thirty (30) days delinquent. Written notice of such assessment shall be given to every Owner, but the failure to give such notice will not invalidate an otherwise proper assessment. In the absence of Board action, the annual maintenance assessment then in effect will continue for the next fiscal year.

(c) Working Capital Fund. The Association shall establish a working capital fund to provide for unforeseen expenditures, which will be funded from the annual maintenance assessment.

6.3 Special Assessments. The Association may levy special assessments payable in one or more installments applicable to that year only for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, or the cost of renewal or repair of the

Common Areas; provided that such assessment is approved by two-thirds (2/3) of those members present in person or by proxy and voting at a meeting duly convened for such purpose.

6.4 Property Taxes. The Association shall timely pay all ad valorem real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Owner for the cost thereof. The amount of the assessment shall be determined by dividing the amount of such taxes by the number of Lots within the Property. At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the annual maintenance assessment described above. Each year the Board shall determine, with forty-five (45) days after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

6.5 Specific Assessments. Any indebtedness of an owner to the Association arising under any provision of the Legal Documents, including any indemnity, or by contract express or occupant of such Owner's Lot, also may be assessed by the Association against the Owner's Lot after the Owner fails to pay it when due and the default continues for thirty (30) days after written notice.

6.6 Uniformity of Assessments. The annual maintenance assessment and any special assessments for the Common Areas must be uniform throughout the Property.

6.7 Certificate of Payment. The Association shall furnish to any interested Person a certificate signed by an officer of the Association or from the Association's Management Company setting forth whether assessments against a specific Lot have been paid, and if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association as to the status of assessments on a Lot is binding on the Association as of the date of issuance.

6.8 Lien For Assessments. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. The personal obligation for delinquent assessments does not pass in Owner's successors in title, however, unless assumed expressly in writing. Except as provided in paragraph 6.11 hereof, all lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that their liens are inferior to the lien established by this Declaration, whether or not such consent is specifically set forth in the instrument creating the lien. The Association may record a notice of lien as to any Lot against which any assessment is more than 30 days delinquent.

6.9 Remedies of the Association.

(a) Personal Obligation. Any assessment not paid within 30 days after its due date bears interest from the due date at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment or foreclose its lien against the Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(b) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorney's fees and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an Owner, but for purposes of resale only. The Association also has the right to generally enforce these covenants and restrictions pursuant to section 9.1 hereof.

6.10 Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner is deemed to acknowledge that the assessments established by this Article are for the improvement and maintenance of any homestead thereon, and that the Association's lien has priority over any homestead right.

6.11 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any first mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a first mortgage foreclosure or any proceeding or conveyance in lieu thereof extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said first mortgage. Any assessment extinguished by the foreclosure of the first mortgage or conveyance in lieu thereof shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any first mortgagee of a Lot any assessments remaining unpaid for more than 30 days, and shall give such first mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided the first mortgagee has given the Association written notice of its mortgage, designation by a proper legal description the Lot encumbered and stating the address to which notices shall be given.

ARTICLE VII

OBLIGATIONS OF OWNERS

7.1 Maintenance. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Lot, to include to the water line on the retention ponds, and the Unit located thereon, including, without limitation, the roof, gutter, downspouts, and exterior building surfaces and their replacements, all portions of privacy fences within the Lot, all glass surfaces and screening, doors, air conditioner and heating units, driveways and any other exterior equipment, structures, improvements, additions, or attachments, located on the Lot. Each Owner shall maintain the lawn and other landscaped portions of his Lot in an attractive condition, and shall landscape and maintain that portion of the street right-of-way located between the front Lot line and the paved portion of the street in an attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. Vacant Lots must be mowed regularly and kept free of litter, debris and nuisances. The foregoing obligations include any maintenance, repair, or replacement required by fire, wind, vandalism, theft, or other casualty. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction of his Unit in accordance with the

approved plans and specifications, subject to normal wear and tear that cannot be avoided by normal maintenance. Each Owner shall promptly perform any exterior maintenance or repair specified by the Association by written notice, and shall be liable for all expense or damage sustained by the Association by reason of his failure to promptly perform such maintenance and repair. Owners shall use materials approved by the A.R.B. when performing exterior repair and maintenance. Failure to properly maintain a Lot or Unit shall permit the Association to levy fines.

7.2 Casualty Damage. In the event of casualty damage to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild the damaged improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. In any event, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction. Owners shall comply with the provisions of Article VIII hereof whenever repairing or rebuilding damaged improvements.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 Architectural Review Board. It is the intent of the Association to preserve and enhance the unique-natural environment of the property. The Association shall maintain a standing committee identified as the Architectural Review Board (the "A.R.B."), composed of three or more persons who need not be Owners. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting of the A.R.B. and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the A.R.B. The Board of Directors of the Association shall appoint the A.R.B. members. Any references in the Legal Documents to architectural approval by the Association shall be deemed to require the approval of the A.R.B. No member of the committee shall be entitled to compensation for services performed except actual expenses incurred in the performance of their duties.

8.2 A.R.B. Authority.

(a) General. As set forth in Article III hereof, prior approval is required for all construction, landscaping, alterations (including color changes), additions, reconstruction, improvements, or attachments of any nature whatsoever to the exterior of any Lot or Unit, unless any structure, materials, items, or use is expressly permitted by the A.R.B.'s promulgated rules and regulations. The A.R.B. has full authority to exercise the architectural controls established by the Declaration to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the property as a residential community; and (iii) maintain, to the extent reasonably practical, the exterior design, appearance and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Units, subject to normal wear and tear that cannot be avoided by normal maintenance. The power to regulate includes the power to prohibit, and to require the removal of, those exterior appearances, uses, or activities inconsistent with the provisions of this Declaration or contrary to the provisions of best interests of other Owners in maintaining the value and desirability of the Property as a residential community. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

(b) Architectural Criteria. The A.R.B. may adopt, and thereafter may amend, reasonable rules and regulations in connection with the exercise of its rights and the performance of its duties. The

regulations may include procedures for review and approval and construction standards enforced by the A.R.B., including by way of example, approved colors, materials lists, construction items required or prohibited by the A.R.B. or by applicable permits issued by governmental authorities, and such other construction or architectural standards as shall be adopted by the A.R.B. to implement the provisions of the Legal Documents. Any regulations adopted by the A.R.B. or any amendments thereto: (i) shall be consistent with the architectural standards set forth in paragraphs 3.2 through 3.12 hereof and the provisions of this Article VIII; and (ii) shall be approved by the Board of Directors before taking effect. The provisions of Sections 3.2 through 3.12 hereof, together with any such regulations adopted from time to time by A.R.B., are herein referred to as the "Architectural Criteria."

8.3 Applications. All applications to the A.R.B. must be in writing, signed by the Lot Owner and accompanied by detailed and complete plans and specifications. Applications should be submitted to the Association's management company for processing and forwarding to the A.R.B. If the A.R.B. does not approve or disapprove any application within 30 days after receipt, the A.R.B. approval will be deemed given. In all other events, the A.R.B.'s approval must be in writing. Applications must include the following, as appropriate:

- (a) a suggested layout of the Unit on the Lot at 1" - 20", showing the proposed drainage plan, landscape plan, location of all decks, pools, patios, driveways, utility routing, and other improvements;
- (b) a dimensioned floor plan at scale of 1/4" - 1", one section through main living area of the Unit at 1/4" - 1", and an indication of materials and colors to be specified for exterior walls, roofs, window trims and exterior trim;
- (c) Elevations from all sides of the Unit;
- (d) Actual samples of exterior material with specified paint colors applied to those materials;
- (e) Landscape plan showing location, quantity and species of all plants, trees, shrubs, and ground cover to be used;
- (f) Identification of contractor who will be employed by the Owner in performing the required work.

8.4 Inspection. The A.R.B. may inspect the construction during and after completion to assure compliance with the approved plans and specifications and shall issue a certificate of compliance in recordable form upon request by the Owner if the improvements substantially comply with the approved plans and specifications and any non-compliance does not materially violate the provisions of the Architectural Criteria. The A.R.B. shall consider any matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The A.R.B. shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

8.5 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by the A.R.B., or the Association, neither the A.R.B. members, nor the Association or any of its members, directors, or officers shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an

Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted or withheld. Approval of any plans by the A.R.B. does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement. The Association or any Owner has the right to enforce by any appropriate proceeding all restrictions, covenants, and easements now or hereafter imposed by, or pursuant to, the provisions of the Legal Documents. In the event of any dispute arising under this Declaration requiring interpretation, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice, and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noticed their interest. If the Association is the prevailing party in any litigation involving the Legal Documents or any of the Association's or the A.R.B.'s regulations, or if any Owner obtains the enforcement of any provision of the Legal Documents against any Owner or the Association, then such party may recover all costs and expenses, including reasonable attorney's fees incurred in trial and appellate proceedings from such non prevailing Owner. In no event may such cost and expense be recovered against the Association, unless otherwise provided by law. If the Association is the prevailing party against any Owner, the costs and expense, including reasonable attorney's fees, may be assessed against the Owner's Lot as provided in the Article entitled "Covenant for Assessments". Failure by the Association, or by any Owner, to enforce any covenant, restriction, or Regulation will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce create any liability for the Association to any Owner or any other Person, unless failure to enforce is intentionally discriminatory.

9.2 Term and Renewal. The provisions of this Declaration shall run with and bind the Property and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for a period of forty (40) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal period of ten (10) years each, unless sixty-seven percent (67%) of the Owners elect not to reimpose them as evidenced by an instrument executed by such Owners and recorded during the six-month period immediately preceding the beginning of any renewal period.

9.3 Amendment. Subject to specific provision of the Declaration which shall supersede the provision of this paragraph, this Declaration may be amended: (a) on or before forty (40) years from the date it is recorded by an instrument executed by the Association with the formalities from time to time required of a deed under the laws of the State of Florida and signed by not less than sixty-seven percent (67%) of all Owners; and (b) thereafter by such instrument signed by not less than sixty percent (60) of all Owners. No amendment shall be effective until recorded, but the Association's proper executive shall entitle it to public record, notwithstanding the informal execution by the requisite percentage of Owners.

9.4 Rights of First Mortgagees. Any first mortgagee and insurers or guarantors of first mortgages have the following rights:

(a) Inspections. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the legal Documents and Regulations and the books, records, and financial statements of the Associations; and

(b) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statement for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

(c) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event entitled to vote thereon; and

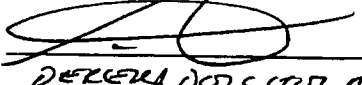
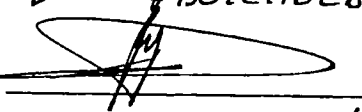
(d) Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any first mortgagee, insurer, or guarantor of a first mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provisions of the Legal Documents. Additionally, any such first mortgagee, insurer, or guarantor of a first mortgage giving notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss effecting a material portion of the Property or any Lot encumbered by its first mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its first mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

9.5 Severability. Invalidation of any provision of the Legal Documents by judgment or court order will not affect any other provisions, all of which will remain in full force and effect, provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the legal Documents when necessary to avoid a finding of invalidity.

9.6 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as the Owner, on either the records of the Association or the public records of Duval County, Florida, at the time of such mailing. Notice to the Association shall be sent in the manner described above to the registered office of the Association.

IN WITNESS WHEREOF, The Pablo Woods Homeowners Association has executed this Amendment on May 31, 2014.

Signed, sealed and delivered in the presence of


 ROBERT BRADLEY

 JACOB BRADLEY

By 

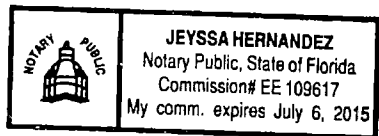
Charles Cade Naugle, President
 Pablo Woods Homeowners Association

State of Florida

County of Duval

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Charles Cade Naugle, as President of the Pablo Woods Homeowners Association, LLC., A Florida Corporation, to me well known and known to be the person described in and who executed the foregoing Declaration, and he acknowledged to and before me that he signed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and official seal in the County and State aforesaid, this 2nd day of June, 2014.



Jeyssa Hernandez

Notary Public

State of Florida at Large

My commission expires July 6th, 2015.