

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC., a Florida corporation, filed on March 23, 2000, as shown by the records of this office.

The document number of this corporation is N00000001924.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of March, 2000



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**ARTICLES OF INCORPORATION
OF
RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC.
(a corporation not-for-profit)**

I. **NAME AND DEFINITIONS.** The name of this corporation shall be River Hills Reserve Owners Sub-Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the River Hills Reserve Declaration of Covenants, Conditions, Restrictions, Limitations and Easements to be recorded in the current public records of Clay County, Florida (the "Village Declaration").

II. **PRINCIPAL OFFICE AND MAILING ADDRESS.** The location of the corporation's principal office and its mailing address shall be 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216, or at such other place as may be established by resolution of the Village Association's Board of Directors from time to time.

III. **PURPOSES.** The general nature, objects and purposes of the Village Association are to promote matters of common interest and concern of the Owners of property within River Hills Reserve.

IV. **GENERAL POWERS.** The general powers that the Village Association shall have include all proper acts, necessary or incidental, for the benefit and protection of the Village Association, to transact any lawful business, and to exercise all powers granted to Village Associations by the laws of the State of Florida.

V. **BOARD OF DIRECTORS.** The affairs of the Village Association shall be managed by a Board of Directors, who shall be elected in accordance with the provisions set forth in the Bylaws.

VI. **INITIAL REGISTERED AGENT.** The name and address of the Initial Registered Agent is as follows:

Douglas A. Ward, Esquire
Rogers, Towers, Bailey, Jones & Gay
170 Malaga Street
St. Augustine, Florida 32085-3504

VII. **INCORPORATOR.** The name and address of the Incorporator is as follows:

Clinton F. Smith
6620 Southpoint Drive South
Suite 400
Jacksonville, Florida 32216

FILED
00 MAR 23 AM 11:05
SECRETARY OF STATE
ALLAHUDDIN, RDA

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 21st day of March, 2000.

Signed, sealed and delivered in the presence of:

Susan S. Bloodworth

Witness Signature

SUSAN S. BLOODWORTH

Print/Type Witness Name

Clinton F. Smith

CLINTON F. SMITH

Incorporator

Aiana Hartley
Witness Signature
Aiana Hartley
Print/Type Witness Name

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing instrument acknowledged before me this 21st day of March, 2000, by Douglas A. Ward, the Incorporator of RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC., on behalf of the corporation.

Susan S. Bloodworth
NOTARY PUBLIC



Susan S. Bloodworth
MY COMMISSION # CC774776 EXPIRES
September 13, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

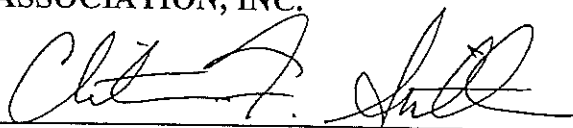
Print/Type Notary Name
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D.
[underline one of the above]

Type of Identification Produced

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

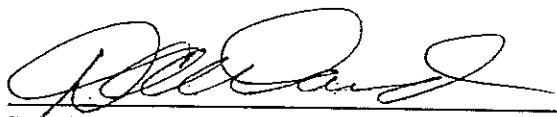
RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 6620 SOUTHPOINT DRIVE SOUTH, SUITE 400, JACKSONVILLE, FLORIDA 32216, HAS NAMED DOUGLAS A. WARD AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENTS ADDRESS IS THE CORPORATIONS REGISTERED OFFICE.

RIVER HILLS RESERVE OWNERS
SUB-ASSOCIATION, INC.

By: 
CLINTON F. SMITH
Incorporator

Dated: March 21, 2000.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

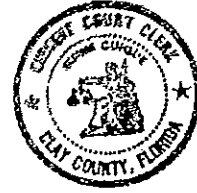

DOUGLAS A. WARD
Registered Agent

Dated: March 21, 2000

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TALLAHASSEE, FLORIDA

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Clerk Of Courts
Clay County, FL
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5 MIN. RETURN

RIVER HILLS RESERVE

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

RIVER HILLS RESERVE

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

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RIVER HILLS RESERVE

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

This Declaration made this 28th day of March, 2000, by CENTEX HOMES, a Nevada General Partnership, whose address is 2728 North Harwood, Dallas, Texas 75201-1516 ("Declarant"), with respect to certain property owned by Declarant in Clay County, Florida, and described hereinafter:

WITNESSETH THAT:

WHEREAS, Declarant is the Owner of certain real property in Clay County, Florida which is more specifically described on Exhibit "A" attached hereto ("Property") and which shall be known as River Hills Reserve; and

WHEREAS, Declarant desires that River Hills Reserve be developed as a mixed use development in a manner which will conform to the Master Plan for Fleming Island Plantation, as hereinafter defined, and as amended from time to time, which has been approved by all appropriate governmental entities, and in a manner which will best achieve the objectives of Declarant, providing standards for the governance and maintenance of the improvements to be located within River Hills Reserve and Fleming Island Plantation.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, used and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which shall run with the title to the Property and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns:

ARTICLE I

Statement of Purpose

The purpose of this Declaration is to provide standards, guidelines and a governing structure for the development of the Property to promote not only architectural and environmental aesthetics, but harmony amongst the various property Owners within River Hills Reserve.

ARTICLE II

Definitions

Unless otherwise stated herein, all defined terms shall have the same meaning as those set forth in the Fleming Island Plantation Declaration of Covenants, Restrictions and Easements recorded December 8, 1999, in Official Records Book 1834, page 819, et seq., public records of Clay County, Florida.

Section 1. "Additional Property" shall mean any land which is subjected to this Declaration at a later time in the manner set forth in Article III, Section 4.

Section 2. "Articles" shall mean the Articles of Incorporation of the Village Association, as the same may be amended from time to time.

Section 3. "Bylaws" shall mean the Bylaws of the Village Association, as the same may be amended from time to time.

Section 4. "Master Association" shall mean the Fleming Island Plantation Owners Association. "Village Association" shall mean River Hills Reserve Owners Association, Inc., its successors and assigns.

Section 5. "Master Declaration" shall mean Fleming Island Plantation Declaration of Covenants, Restrictions and Easements recorded December 8, 1999, in Official Records Book 1834, page 819, et seq., public records of Clay County, Florida.

Section 6. "Property" shall mean that certain real property described in Exhibit "A."

Section 7. "Village Assessments" shall mean all assessments, levies, fines or other charges adopted by the Village Association and imposed as an obligation of the Owners and the Property pursuant to Article IX.

Section 8. "Village Association" shall mean River Hills Reserve Owners Association, Inc., its successors and assigns. "Village Board" shall mean the board of directors of the Village Association.

Section 9. "VBAR" shall mean the Village Board of Architectural Review established pursuant to Article IV.

Section 10. "Village Board" shall mean the board of directors of the Village Association. "Village Capital Assessments" shall mean assessments levied pursuant to Article IX, Section 8.

Section 11. "Village Capital Assessments" shall mean assessments levied pursuant to Article IX, Section 8.

Section 12 "Village Common" shall mean that portion of the Property so designated by Declarant in any deed, on any Plat, or otherwise and shall include all Improvements located thereon and intended for the common use and enjoyment of the Owners, including without limitation, roads, road drainage collection system, landscaped entrance and sign area, security gate, and pond.

Section 13. "Village Declaration" shall mean this River Hills Reserve Declaration of Covenants, Restrictions and Easements, as the same may be amended from time to time.

Section 14. "Village Member" shall mean those persons or entities entitled to membership in the Village Association as provided in Article VIII Section 2.

Section 15. "Village Planning Guidelines" shall mean those standards for design, construction and use of all Improvements on the Property set forth in Article IV, as the same may be supplemented or amended from time to time.

Section 16 "Village Regular Assessments" shall mean assessments levied pursuant to Article IX, Section 6.

Section 17 "Village Special Assessments" shall mean assessments levied pursuant to Article IX, Section 9.

ARTICLE III

Description of the Project

Section 1. Fleming Island Plantation. The Project comprises a tract of land located in Clay County, Florida, south of the Town of Orange Park and County Road 220 and both east and west of U.S. 17, and intended by Declarant for development as a mixed-use development, with single- and multi-family residences, an office park, and retail, commercial and light industrial centers and related Common Areas and roads. Fleming Island Plantation will also include the Golf Course and improvements thereon. The Declarant intends to develop the Project in accordance with the Master Plan, but hereby reserves the right to modify the Master Plan at its sole discretion and option but always in accordance with applicable regulatory requirements.

Section 2. The Development Order. The Project is a Development of Regional Impact pursuant to Chapter 380, Florida Statutes and the terms of the Development Order. The Development Order establishes certain powers, restrictions and obligations applicable to the Property and its terms are specifically incorporated herein by reference. The Development Order primarily regulates the uses of the Property, including creation of certain development standards,

establishment of Open Space, recreational areas, Wildlife and Wetland Preserves and similar matters. It is not intended that this Village Declaration include all restrictions and conditions contained in the Development Order. Reference should be made to the Development Order for the full and complete text of its contents.

Section 3. The CDD. The Declarant intends to cause the creation of a CDD to provide for the funding, construction and special maintenance of roads and utility lines, as well as the ownership and maintenance of the Common Areas, including the Surface and Stormwater System, within the Project. The CDD is empowered to issue bonds to finance construction and operation of the road improvements and utility lines, impose assessments against the Owners of the Property to provide funds for debt service on such bonds, fund CDD expenses, collect assessments and impose user fees for facilities and Common Areas owned, operated or maintained by the CDD.

Section 4. Addition and Withdrawal of Property. Until termination of the Declarant Membership in the Association, Declarant may subject additional property to this Village Declaration or may withdraw any portion of the Property or any Additional Property owned by it from the jurisdiction of this Declaration. Such additions or withdrawals shall be effected by amendments or supplements to this Village Declaration executed by Declarant and recorded in the public records of Clay County, Florida, without the necessity of joinder or consent by any other party.

ARTICLE IV

Architectural Control

Section 1. Approval Required for All Improvements. In order to ensure the development of the Property as a community of the highest quality in which all Improvements are harmonious in architectural design and aesthetic appearance, Declarant reserves to itself, unless and until Declarant delegates such authority as provided in Section 9 of this Article, the exclusive power and discretion to approve all Improvements placed on the Property. No Improvements may be made on any part of the Property without the prior written consent of Declarant obtained pursuant to the procedures set forth in this Article IV; provided, however, that Applicants receiving approval of proposed Improvements may thereafter make minor changes to landscaping and vegetation without further approvals, so long as such changes are harmonious with the previously-approved landscaping plans.

Section 2. Priority of Village Architectural Control. Applicants are not required to obtain approval from the Master Association's Board of Architectural Review. In the event of any conflict between the architectural controls contained within this Village Declaration and the architectural controls contained within the Master Declaration, the terms and provisions of this Village Declaration shall control in all respects.

Section 3. Plans and Specifications; Approval Process. Prior to the construction of any Improvement, and unless waived by Declarant, the Applicant shall submit to Declarant the following documents (prepared by duly licensed architects, engineers, landscape architects or similarly qualified

professionals) accompanied by such additional information and materials which in the opinion of Declarant may be required for its review:

(a) Site plan showing all property lines, setbacks, easements, flood plain boundaries, Surface Water or Stormwater Management System boundaries, Wildlife and Wetland Preserve boundaries, existing trees having a diameter at breast height of twelve inches (12") or more, drives, fences and any underground trench locations, and existing and proposed surface contours and elevations.

(b) Scaled floor plan or plans.

(c) Elevation drawings of all sides of all proposed structures.

(d) Summary specification list of proposed materials and samples or photographs of exterior materials and colors which cannot be adequately described.

(e) Landscaping plans showing location, quantity and species of plants, trees and other vegetation proposed for use.

Declarant shall have the absolute right to refuse approval of any plans which in its sole and absolute discretion, judgment and opinion are not suitable or do not comply with the terms of this Village Declaration. Declarant shall evaluate each application for its total effect upon the Applicant's Lot and the overall Property. It is possible that a proposed Improvement which satisfies individual criteria delineated in this Article IV may be disapproved, if in the sole discretion of Declarant the proposed Improvement is unacceptable. The approval of any Improvement on one Lot shall not obligate Declarant to approve other applications involving similar designs, aesthetic appearance or locations on a different Lot for other proposed Improvements.

Declarant shall preliminarily approve or disapprove proposed Improvements within forty-five (45) days after receipt of a written request for approval from the Applicant accompanied by all items required for review, each in form and substance acceptable to Declarant. Declarant's failure to respond within such period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans in form and substance acceptable to Declarant shall be submitted, which shall be approved or disapproved within forty-five (45) days after receipt. Declarant's failure to respond within such period shall constitute final approval. Upon final approval, the Improvement may be constructed.

Section 4. Commencement and Completion of Construction. The Applicant shall commence construction of Improvements within twelve (12) months after receiving final approval as provided in Section 2 of this Article IV and thereafter shall diligently proceed toward completion. Failure to commence, proceed or complete construction as required herein or by Declarant shall void the approval, in which event the Applicant shall immediately cease work on such Improvement. Prior to re-commencing work, the Applicant shall re-submit an application for approval as provided in this Article IV.

Section 5. Village Planning Guidelines. In order to achieve the objectives stated in Section 1 of this Article IV and to assist Applicants in the planning and designing of proposed Improvements, the standards adopted as initial Planning Guidelines to be followed in the design and construction of all Improvements are the same as those contained in the Master Declaration.

Section 6. Additional Guidelines; Modification; Waiver. From time to time, Declarant may supplement or amend the initial Planning Guidelines as it deems to be in the best interests of the Development, and make same available to Applicants. No such supplement or amendment shall require any amendment to this Declaration. In addition, Declarant shall have the express authority from time to time to waive any requirement of such Guidelines, as supplemented or amended and/or to grant variances Declarant deems appropriate, including square footage and set back guidelines.

Section 7. Remedies for Failure to Comply. If any Owner or Applicant shall fail to comply with the requirements of this Village Declaration or of the Guidelines relating to Improvements, then, upon demand made by Declarant and/or the VBAR, such Owner or Applicant shall take all actions required by Declarant or the VBAR in Declarant's sole opinion to remedy such noncompliance. Such Owner or Applicant shall bear all costs of such remedial actions and all costs and expenses, including without limitation, attorney's fees incurred by Declarant or the VBAR in enforcing the obligations of such Owner or Applicant pursuant to this Section 6.

Section 8. Application Fees. Declarant may establish application fees to be paid by Applicants requesting approval of Improvements, in order to defray expenses incurred in connection with such review, including, without limitation, fees of consulting professionals advising Declarant.

Section 9. Approval Not a Guarantee; Indemnity. No approval of proposed Improvements or publication of Planning Guidelines by Declarant shall be construed as representing or implying that any Improvement has been properly designed, will comply with applicable building codes or other governmental requirements (including the Development Order), that a Building Permit will be issued for such Improvement, or that it will be constructed in a good and workmanlike manner. Declarant shall not be responsible for any defects in any plans or specifications or other materials submitted to Declarant in connection with proposed Improvements, pursuant to this Article IV or in any construction undertaken pursuant thereto. No party shall have any claim against Declarant for any damage or expense incurred due to any act of or failure to act by Declarant pursuant to this Article IV. All Applicants shall indemnify and hold Declarant harmless against any such damage or expense, including, without limitation, attorneys' fees at trial or on appeal, incurred by Declarant in the defense of any such claim.

Section 10. Village Board of Architectural Review.

(a) Description. Declarant may at any time delegate any or all of the powers reserved in this Article IV to a Village Boards of Architectural Review ("VBAR"). After the Declarant Membership terminates, the Board of the Village Association shall have the right to delegate such powers as it deems appropriate in the best interest of River Hills Reserve. The VBAR shall consist of at least three persons appointed by Declarant, who need not be Members, and who

shall serve at the pleasure of Declarant. A majority of the VBAR shall constitute a quorum to transact business. The action of such majority shall constitute the action of the VBAR. After Declarant Membership terminates, the Board shall have the right to delegate such powers and appoint VBAR members as it deems appropriate in the best interest of River Hills Reserve.

(b) Review and Appeal of VBAR Decisions. The Board of Directors shall have the right to review and overturn the decisions of the VBAR. Any Owner whose request for approval from the VBAR has been denied, shall have the right, within thirty (30) days from the VBAR's denial of an application to submit a written request to the Board for a review of the decision of the VBAR. Such request must be accompanied by a complete copy of each and every plan, drawing and document submitted to the VBAR, as well as copies of any correspondence or written communication between the Owner, or applicant, and the VBAR, and shall state the arguments the Owner, or applicant, desires the Board to consider, and the exact form of relief requested. All such appeals shall be deemed *de novo* applications which shall be reviewed by the Board rather than the VBAR, but which shall otherwise be governed by the requirements and procedures described in this Section IV.

ARTICLE V

DRI Restrictions

Applicability; Compliance. The Development Order sets forth certain obligations and restrictions with respect to the Project that are applicable to the Property and run with the title thereto. Declarant, all other Owners, the Village Association and the CDD are bound by and shall comply with the Development Order. No party other than Declarant may apply for or take any action (i) which will result in a "substantial deviation" (as determined pursuant to Chapter 380, Florida Statutes) from the Development Order, or (ii) which will adversely, in Declarant's opinion, affect the Declarant's rights to develop the Property as set forth in the Development Order. If Declarant, any other Owner, the Village Association or the CDD shall fail to comply with the Development Order, that party shall be responsible for all loss, damage or expense (including without limitation, reasonable attorney's fees) incurred by any other party as a result of such failure to comply. Reference should be made to the Development Order for a detailed and complete review of all such restrictions and obligations.

ARTICLE VI

The Master Association

Section 1. Membership. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Master Association. Except as to architectural control, the Master Association, acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, including without limitation, the right to levy assessments against each of the Owners.

Section 2. Lien Rights. The Master Association is entitled to a lien upon each Lot for any unpaid assessments due under the Master Declaration.

Section 3. Priority of Declaration. In the event of any conflict between the terms of and provisions of this Village Declaration and the Master Declaration, the terms and provisions of this Village Declaration shall control in all respects.

ARTICLE VII

Village Commons

Section 1. General. The Village Commons are intended for the use and enjoyment of Owners and other authorized parties, subject to this Village Declaration and to rules and regulations established pursuant hereto.

Section 2. Easements to Owners. All Owners, and their immediate family members, are hereby granted a perpetual non-exclusive easement of ingress and egress and right of enjoyment in and to the Village Commons, which easement shall be appurtenant to and shall pass with the title to the Owner's Lot , subject to the following provisions:

- (a) the restrictions and prohibitions applicable to Wildlife and Wetland Preserves set forth in the Development Order;
- (b) the right of Declarant to adopt and enforce rules and regulations pertaining to the use of the Village Commons, which rules shall be in conformity with the restrictions of this Village Declaration and the requirements of any governmental agency having jurisdiction;
- (c) the right of Declarant to charge fees related to the use thereof and to lease portions thereof to third parties;
- (d) the right of Declarant, without further consent from Owners or Mortgagees, to dedicate, grant, modify or terminate easements over all or any part of the Village Commons to any agency, authority or utility company, public or private, to provide utility or cable television service to the Property;
- (e) the right of Declarant to sell, convey, transfer or encumber any part of the Village Commons to or for the benefit of any third party, including without limitation, the right to convey minor portions thereof to any Owner in order to resolve setback violations, minor encroachments or similar matters; and
- (f) the right of Declarant to authorize other persons, including without limitation, Owners and residents within other parts of the Project, and, until the Declarant Membership in the Village Association terminates, its employees, to enter upon or use the Village Commons and any

Improvements located thereon subject to the rules and regulations for such use applicable to all parties.

Section 3. Conveyance of the Village Commons. Declarant may convey any portion of the Village Commons to the CDD or the Village Association upon the later of the completion of the Village Commons, or at such time as Declarant Membership in the Village Association terminates. In any such conveyance, Declarant may reserve rights for use of such Village Commons which are not inconsistent with use by the Owners. Upon any conveyance of the Village Commons to the CDD or the Village Association, the CDD, or the Village Association, shall succeed to the powers of Declarant reserved in this Article IX with respect to such Village Commons, except such use rights as may be reserved by the instrument of conveyance.

ARTICLE VIII

The Village Association

Section 1. Village Association Duties and Powers. Declarant has formed the Village Association to manage the Village Commons, to the extent not managed by the CDD, implement and manage the architectural review policies, enforce the covenants and restrictions contained in this Declaration, and generally enhance and protect the common scheme and values created by this Declaration. The Village Association shall have the duties and powers set forth in this Village Declaration and in its Articles and Bylaws, specifically including, without limitation, the responsibility to maintain the Village Commons, whether or not owned by the Association. In the event of any conflict between the provisions of the Articles or Bylaws and the provisions of this Declaration, this Village Declaration shall control. The Village Association may take such measures and perform such services as it deems necessary or desirable to keep the Village Commons in good, clean, attractive and sanitary condition, eliminate fire, health or safety hazards and provide such other services or facilities which may be of general benefit to the Owners and the Property.

Section 2. Village Membership. Declarant and each Owner shall be members of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any portion of the Property. Whenever any portion of the Property is owned by more than one individual or by an entity such as a corporation, partnership or trust, then such parties or entity shall designate one person as the "Village Member" who shall enjoy all the privileges of Ownership and membership in the Village Association, including the right to cast any votes appurtenant to such membership.

Section 3. Classifications of Village Membership and Voting. The Village Association shall have membership classifications and voting rights as set forth in the Bylaws.

Section 4. Mergers. Upon any merger or consolidation of the Village Association with another association, the property rights and obligations of the Village Association may be transferred to another surviving or consolidated association, or, in the alternative, the rights and

obligations of another association may be added to the those of the Village Association as the surviving or consolidated association. The surviving or consolidated association may administer this Declaration, together with any covenants and restrictions established upon any other properties with respect to which such association functions, as one plan.

ARTICLE IX

Assessments

Section 1 Authority to Levy; Purpose. The Village Association shall have authority to levy Village Assessments against all Lots or Parcels as provided hereinafter. The Village Assessments shall be used to promote the recreation and security of the Owners, improve, maintain and repair the Village Commons and any other portions of the Property for which the Village Association has maintenance authority or responsibility, operate and administer the Association, establish a maintenance, repair and reserve account, pay taxes and insurance with respect to all Village Commons and fulfill other purposes set forth or permitted in this Declaration, the Articles or the Bylaws of the Association.

Section 2 Owner's Personal Obligation. Each Owner shall be personally obligated to pay all Village Assessments levied against such Owner's Lot, together with any interest, costs, and attorney's fees accrued thereon, and the Village Association may bring an action at law for collection of same against any Owner so obligated. No Owner may waive or otherwise limit liability for Village Assessments by not using the Village Commons or his Lot. All Village Assessment s shall become delinquent if not paid within fifteen (15) days after their due date, be subject to a late fee as determined by the Board and, upon becoming delinquent, bear interest at the rate of eighteen percent (18%) per annum from the date of delinquency until paid.

Section 3 Lien. Each Village Assessment shall be secured by a lien upon the Lot against which such Village Assessment is levied. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law. The Village Association shall be entitled to recover all costs in such proceedings, including attorney's fees. Each Village Assessment lien shall be subordinate and inferior to any mortgage lien arising prior to the date such Village Assessment lien attaches, but only as to assessments, which were due and payable prior to a transfer by foreclosure or deed or proceeding in lieu of foreclosure. Such lien shall be inferior to any assessments levied by the Master Association.

Section 4 Association Budget; Financial Statements. As soon as reasonably possible after formation of the Village Association and prior to January 1, of each year thereafter, the Board shall adopt an annual budget for the operation of the Village Association during that calendar year, which budget shall be the basis for determining Regular Village Assessments as provided below. The budget shall include such amounts as the Board considers necessary to pay Village Association expenses for such year and provide working capital and reserves. The Board shall send each Owner a copy of the budget promptly after adoption. In addition, within ninety

(90) days after the close of each calendar year, the Board shall cause financial statements, including a balance sheet, showing the actual assets and liabilities of the Village Association and a statement of revenues, costs and expenses for that year, to be distributed to all Owners.

Section 5. Initial Village Assessments. Each Lot is hereby subjected to an Initial Assessment of three hundred dollars (\$300.00), payable at the initial closing of the Owner occupant. The Board may, in the future, determine various levels of Initial Village Assessment among different membership classifications and for Improved and unimproved Lots or Parcels, but otherwise the Initial Village Assessment shall be uniform in dollar amount within each membership classification.

Section 6. Regular Village Assessments. Each Lot is hereby subjected to Regular Village Assessments, payable on an annual, quarterly or monthly basis, as determined by the Board. The Board may determine various levels of Regular Village Assessments among different membership classifications and for Improved and unimproved Lots, but otherwise Regular Village Assessments shall be uniform in dollar amount within each membership classification.

Section 7. Special Village Assessments. The Board may levy Special Village Assessments to meet expenses of an extraordinary or emergency nature or as provided elsewhere herein.

Section 8. Capital Village Assessments. The Board may levy Capital Village Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Village Commons.

Section 9. Special Village Assessments for Failure to Maintain Property. If an Owner fails to maintain his Lot as required pursuant to this Declaration, and Declarant, the CDD or the Board elects to perform such maintenance, the Board may levy a Special Village Assessment against the Owner's Lot to reimburse Declarant, the CDD or the Village Association for the costs of such maintenance.

Section 10. Exempt Property. All Village Commons or other portions of the Property owned by the CDD, Clay County, a local public authority or utility company and serving a public use or by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida shall be exempt from Village Assessments. Notwithstanding any provision of this Village Declaration to the contrary, during the Development Period (as defined below) the Lots and other Parcels owned by the Declarant shall not be subject to any annual or special assessments levied by the Village Association or to any lien for such assessments, unless Declarant so elects pursuant to the following:

(a) During the Development Period, the Declarant shall pay the balance of the actual operating expenses of the CDD and the Village Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied

by the CDD or the Village Association pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the expenses are actually incurred by the CDD or Association; or

(b) During the Development Period, the Declarant may, in the alternative, elect by providing written notice to the CDD and the Board to pay the appropriate rate of assessment for each Unit owned by Declarant and subject to assessment, without waiving its Declarant Member status and, in such event, shall not be liable for the operating deficit of the CDD or the Village Association as provided in Section 11(a) above.

The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than Declarant and shall continue until (i) the Declarant shall notify the Village Association and CDD that it will no longer pay for operating deficits of the Village Association and CDD; or (ii) the Declarant's Membership shall cease. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay for operating deficits of the Village Association and the CDD after the Declarant no longer owns any Lots or Parcels within the Property.

Section 11. Village Association Certificate. For a reasonable charge, the Village Association shall furnish to an Owner, his Mortgagee or other interested party a certificate signed by an officer of the Village Association setting forth whether the Village Assessments for a specified Lot have been paid. Such certificate shall be binding upon the Village Association as of the date of its issuance.

Section 12. Failure to Give Notice or Revise Budget. The failure or delay of the Board to adopt an annual budget for any year or to give notice of any change therein shall not constitute a waiver or release in any manner of an Owner's obligation to pay Village Assessments whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Regular Village Assessments established for the previous year.

Section 13. No Reduction in Services. Until the Declarant Membership terminates, the Village Association may not reduce the level of services that it provides initially as established herein and in its Bylaws without the consent of Declarant, which may be arbitrarily withheld.

Section 14. Third Party Services. The Board may use third party billing and collection services to bill and collect Village Assessments.

ARTICLE X

Insurance

Liability Insurance for Board of Directors. The Village Association may maintain such liability insurance for the Board as the Board deems appropriate.

ARTICLE XV

Rights of Mortgagees

Section 1. Notice Rights. The following provisions are hereby made for the benefit of parties holding first mortgages that encumber any Lot ("Mortgagees"). To the extent that said provisions conflict with any other provisions of this Declaration, the following provisions shall control:

(a) The Village Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Village Declaration (with all amendments) and the Village Association's Articles, Bylaws, architectural criteria, rules and regulations and books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Village Association meetings, (iii) receive notice from the Village Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles or the Bylaws of the Association, which default is not cured within thirty (30) days after the Village Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Village Commons.

(b) Any holder, insurer or guarantor of a mortgage encumbering a Lot shall have, if first requested in writing, the right to timely written notice of (i) a sixty (60) day delinquency in the payment of the Village Assessments on a mortgaged Lot, (ii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Village Association (iii) any amendment to this Declaration, the Association's Articles, Bylaws, architectural criteria or rules and regulations; and (iv) notice of any extraordinary action taken by the Association.

Section 2. Subordination of Lien to Mortgages. The lien of the assessments provided for by this Village Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Village Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

ARTICLE XII

Amendment

Section 1. Amendment by Declarant. Until the Declarant Membership terminates, Declarant, and thereafter, the Board, may amend this Village Declaration without prior approval of any Owner, Mortgagee or other party:

(c) to conform or comply with the Development Order or the requirements of the CDD or of any other governmental agency having jurisdiction over any portion of the Property;

(d) for any purpose not materially and adversely affecting the rights of any Owner, Mortgagee, the CDD or the Village Association;

(e) to cure any ambiguity or inconsistency herein;

(f) to add particular provisions to specific portions of the Property or to limit or modify certain of the provisions of this Village Declaration as they pertain to specific portions of the Property; and

(g) for the purposes contemplated by Article III, Section 4.

Any amendments pursuant to this Section 1 shall be effective upon recordation thereof in the public records of Clay County, Florida.

Section 2. Amendment With Owner Approval. Except as set forth in Section 1 above, this Village Declaration may be amended at any time if such amendment is approved by (i) Declarant, so long as it is the Declarant Member, and thereafter, by the Board; and (ii) the affirmative vote of 51% of Owners, other than Declarant, voting on any such amendment, subject to the following quorum requirements for an Village Association Member's Meeting for the consideration of such an amendment. At such time as the Membership is less than 25, the quorum requirement shall be 20% of all votes; when the Membership is between 25 and 50, the quorum requirement shall be 10% of all votes, and when the Membership exceeds 75, the quorum requirement shall be 5% of all votes. Notwithstanding the foregoing, no amendment shall violate the Development Order. Upon the approval of any such amendment, the President and Secretary of the Village Association shall execute and record the same in the public records of Clay County, Florida, and such amendment shall be effective upon such recording. No such amendment to this Village Declaration shall materially impair the rights or lien of any Mortgagee without such Mortgagee's express written consent thereto.

ARTICLE XIII

Miscellaneous

Section 1. Enforcement; Waiver. The Association, any Owner and Declarant, until the Declarant Membership terminates, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Until the Declarant Membership terminates, Declarant, and thereafter the Board, shall have the right to waive any violation of this Village Declaration believed to be minor or insubstantial or not otherwise materially inconsistent with the Statement of Purpose in Article I.

Section 2. Costs of Enforcement; Fines. Any Owner breaching any obligation under this Village Declaration shall be liable for all damages, costs and expenses, including without limitation, attorney's fees, incurred by any party in connection with enforcing this Village Declaration against such Owner, and any charges, impositions or fines levied by any governmental authority as a result of a breach of the restrictions as provided herein. In addition, the Board may adopt rules and regulations containing procedures for imposing reasonable fines for the breach by any Owner of any obligation contained herein. All such fines shall be Special Village Assessments against the Owner and the Owner's Lot.

Section 3. Assignment of Declarant Rights. Declarant may elect to assign its rights under this Declaration, in whole or in part, at any time. When the Declarant Membership terminates, Declarant shall assign to the Board and/or the CDD, as may be appropriate, all of Declarant's rights under this Village Declaration not previously delegated or assigned.

Section 4. Special Amendment. Notwithstanding anything contained herein to the contrary, as long as there is Declarant Membership, or so long as Declarant is entitled to annex without the consent of any Owner, the Village Association or any Mortgagee, the Declarant hereby reserves and is granted the right and power to make and to record in the public records of Clay County, Florida, Special Amendments to this Village Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Veterans Administration or the Federal Housing Administration, or any other governmental or quasi-governmental agency or entity which perform (or may in future perform) functions similar to those currently performed by such entities; or (2) to induce any such agency or entity to make, purchase, sell, insure or guarantee first mortgages on any of the Lots within the Property; or (3) to conform to different types of homes which may be developed in any future Additional Land annexed to the Property; or (4) to cure any ambiguity or inconsistency; or (5) to cure any ambiguity or inconsistency between this Village Declaration and any provisions of the St. Johns River Water Management District permit affecting the Property issued prior to the recording of the Declaration, or (6) to add additional covenants or restrictions which are consistent with the Development Order and are beneficial, in Declarant's opinion, for the overall development. Provided however, that no such Special Amendment shall discriminate

against any Lot not owned by Declarant, unless such other Owners and their mortgagees so affected shall give their prior written consent thereto; and no such Special Amendment shall materially adversely affect or change any Lot nor the share of the expense of the Village Association appurtenant thereto, unless the Owners of the Lots so affected and all record owners of mortgages upon such Lots shall join in execution of the Special Amendment.

Section 5. Severability. Invalidation of any one provision of this Village Declaration by judgment or court order shall in no way affect any other provision hereof.

Section 6. Term; Survival. This Village Declaration shall run with and bind the Property for a term of twenty (20) years from the date it is recorded, and shall be automatically extended for successive periods of ten (10) years unless terminated by vote of Owners holding sixty percent (60%) of the votes of the Association. The easements granted and reserved herein shall survive any termination of this Declaration.

Section 7. Additional Restrictions. Without the joinder of any other party, Declarant may subject portions of the Property to additional covenants, conditions, restrictions or limitations, provided that all such additional provisions are consistent with the Statement of Purpose set forth in Article I and comply with the Development Order.

Section 8. Limited Liability. Whenever in this Village Declaration Declarant is granted a right of approval, review, inspection or consent as to any matter, Declarant may exercise or refrain from exercising such right without liability in any form whatsoever to any Owner or other party.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 28th day of MARCH, 2000.

CENTEX HOMES,
a Nevada General Partnership

By: Centex Real Estate Corporation, a
Nevada corporation, as General Partner

By: *Robert S. [Signature]*
Its: DIVISION PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 28 day of March, 2000, by Robert S. Porter, who is personally known to me or has produced _____ as identification.

Sharon D. Gipson

Notary Public, State of Florida

Printed Name: SHARON D. GIPSON

Commission Number: CC713466

My Commission Expires: 2/3/02



Sharon D. Gipson
MY COMMISSION # CC713466 EXPIRES
February 3, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

H:\USER\SSB\DAWFLEMING\river\RHcov5

Exhibit "A"OFFICE PHONE 396-2623
FAX PHONE 396-2633**CLARSON AND ASSOCIATES INC.**

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

MARCH 20, 2000

***OVERALL LEGAL DESCRIPTION FOR
RIVER HILLS RESERVE - UNIT ONE AND TWO
(FLEMING ISLAND PLANTATION)*****FOR: CENTEX HOMES CORPORATION**

ALL OF LOTS 1 THROUGH 25, LOTS 56 THROUGH 84, RIVER HILLS DRIVE (A 50 FOOT PRIVATE RIGHT OF WAY) AND HICKORY TRACE DRIVE (A 50 FOOT PRIVATE RIGHT OF WAY), ALL AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, SAID CLAY COUNTY, FLORIDA: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 56, RIVER HILLS RESERVE UNIT ONE, AND RUN NORTH 77° 37' 30" WEST, ALONG THE SOUTH LINE OF SAID LOT 56, A DISTANCE OF 120.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 12° 22' 30" WEST, ALONG THE EAST RIGHT OF WAY LINE OF SAID HICKORY TRACE DRIVE, 169.45 FEET; THENCE NORTH 77° 37' 30" WEST, ALONG THE SOUTHERLY TERMINUS OF SAID HICKORY TRACE DRIVE, TO AND ALONG THE SOUTH LINE OF SAID LOT 25, RIVER HILLS RESERVE UNIT ONE, 170.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 12° 22' 30" WEST, ALONG THE SOUTHERLY PROLONGATION OF THE MOST WESTERLY BOUNDARY LINE OF SAID RIVER HILLS RESERVE-UNIT ONE, 392.84 FEET; THENCE SOUTH 27° 22' 55" EAST, 214.58 FEET; THENCE SOUTH 67° 52' 51" EAST, 169.07 FEET; THENCE SOUTH 69° 08' 15" EAST, 329.72 FEET; THENCE SOUTH 86° 45' 59" EAST, 136.48 FEET; THENCE NORTH 75° 19' 00" EAST, 153.70 FEET; THENCE SOUTH 69° 50' 43" EAST, 215.96 FEET; THENCE NORTH 85° 08' 51" EAST, 105.31 FEET; THENCE NORTH 41° 46' 25" EAST, 113.32 FEET; THENCE NORTH 11° 40' 13" EAST, 105.30 FEET; THENCE NORTH 26° 57' 28" WEST, 113.51 FEET; THENCE NORTH 62° 09' 26" WEST, 253.51 FEET; THENCE NORTH 27° 52' 15" WEST, 111.47 FEET; THENCE NORTH 48° 05' 27" WEST, 591.26 FEET; THENCE NORTH 77° 37' 30" WEST, 77.76 FEET TO A POINT ON THE EASTERLY LINE OF PREVIOUSLY MENTIONED LOT 56, RIVER HILLS RESERVE - UNIT ONE; THENCE SOUTH 12° 22' 30" WEST, ALONG SAID EASTERLY LINE OF LOT 56, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

BYLAWS
OF
RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the River Hills Reserve Declaration of Covenants, Conditions, Restrictions, Limitations and Easements ("Village Declaration") to be recorded in the public records of Clay County, Florida, and in the Articles of Incorporation ("Articles") of the Village Association, shall have the same meanings as such terms are defined in the Village Declaration and Articles.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the River Hills Reserve Owners Sub-Association, Inc. ("Village Association") shall be at 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216, or at such other place as may be established by resolution of the Board of Directors of the Village Association ("Village Board") from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot and CENTEX HOMES, a Nevada general partnership (the "Declarant") as long as it owns any Property subject to the Village Declaration, shall be a member of the Village Association (the "Village Members") and shall have the voting rights as set forth hereinbelow, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Village Member. Village Membership shall be appurtenant to, and may not be separated from, ownership of any Lot within the Property.

B. The Village Association shall have classes of voting membership as follows:

1. Village Member. Village Members shall be the Owners of Lots (other than Declarant until the Declarant Membership in the Association terminates). Each Village Member owning an Improved Lot shall have one (1) vote for each such Lot.
2. Declarant Member. The Declarant Member shall be Declarant or an assignee of Declarant's rights under the Village Declaration and these Bylaws. The Declarant Member shall be entitled to the number of votes equal to the total votes from time to time possessed by all other classifications of memberships, plus one (1) vote. Declarant Membership shall terminate (i) when Declarant no longer owns any part of the Property; (ii) when twenty (20) years have elapsed from the date of recording this Village Declaration; or (iii) when

Declarant, in its sole discretion, elects to terminate the Declarant Membership by written notice to the Village Association, whichever shall first occur.

C. The affirmative vote of a majority of the votes allocated to the Village Members cast at any meeting of the Village Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Village Members and the Village Association.

D. The Village Association will obtain funds with which to operate by assessment of its Village Members in accordance with the provisions of the Village Declaration, as supplemented by the provisions of the Articles and Bylaws of the Village Association relating thereto.

E. The share of total annual assessment, special assessments and any other assessments imposed by the Village Board pursuant to the Village Declaration, Articles and these Bylaws shall be based upon one (1) Equivalent Residential Unit ("ERU") for each Improved Lot owned by such Owners; however, until such time as Improved Residential Units are occupied, or Declarant gives notice to the Village Board, pursuant to Article XII, Section 11, that it shall no longer pay the operating deficits of the Village Association, whichever is the first to occur, the Owners shall be obligated to pay fifty percent (50%) of such assessment.

F. The assessment obligations of each Owner other than the Declarant shall commence on the later of (i) the recordation of the Village Declaration or (ii) a Deed evidencing fee title ownership in the public records of Clay County, Florida. Annual assessments shall be collectible in advance on a periodic basis established by the Village Board from time to time. Special assessments shall be collectible in advance in the manner established by the Village Board at the time such special assessments are authorized.

G. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. ELECTION OF DIRECTORS.

A. The affairs of the Village Association shall be managed by a Village Board consisting of not less than three (3) persons, who shall initially be appointed by Declarant and shall be elected annually thereafter. Village Board members need not be Members of the Village Association, except as provided below:

1. Commencing with the first annual election of directors following the date upon which there are at least twenty-five (25) Village Members, other than Declarant, Declarant shall cast its votes to elect two (2) Village Members to the Village Board. Thereafter, the Village Members other than Declarant shall

be entitled to elect one (1) director to fill such seat, who must be a Village Member.

2. At such time as there are more than seventy-five (75) Village Members, other than Declarant, Declarant shall cast its votes to elect one (1) Village Member to the Village Board. Thereafter, the Village Members other than Declarant shall be entitled to elect two such directors, subject to the same limitations as set forth in sub-section (1) above.

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

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

D. Petitions for nominees shall also be accepted if signed by Village Members representing one-third (1/3) of the total votes held by the Village Members, and if received by the Secretary of the Village Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Village Members. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section E of this Article IV.

E. All elections to the Village Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Village Board, by mail, provided such, ballots are mailed to the Village Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Village Board by the Declarant. Each Village Member may cast the number of votes to which such Village Member is entitled as set forth in these Bylaws.

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

G. The members of the Village Board elected or appointed in accordance with the procedures set forth in this Article IV shall be deemed elected or appointed as of the date of the annual meeting of the Village Members.

V. VILLAGE BOARD OF DIRECTORS.

A. A majority of the Village Board shall constitute a quorum to transact business at any meeting of the Village Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Village Board.

B. Any vacancy occurring on the Village Board because of death, resignation or other termination of services of any Director, shall be filled by the Village Board, except that the Declarant, to the exclusion of other Village Members and/or the Village Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

VI. POWERS AND DUTIES OF THE VILLAGE BOARD

A. The Village Board shall have power:

1. To call meetings of the Village Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Village Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Village Member, Officer or Director of the Village Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Village Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Village Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Village Members of the Village Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Village Commons or any portion thereof and the personal conduct of the Village Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Village Association to enter into contracts for the day-to-day operation of the Village Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Village Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Village Board may determine in its sole discretion.
8. To exercise for the Village Association all powers, duties and authority vested in or delegated to the Village Association, except those reserved to Village Members in the Village Declaration or the Articles.
9. To adopt and implement such rules, regulations and programs as may, from time to time, be required by the Development Order or any other governmental requirement.
10. To have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

B. It shall be the duty of the Village Board:

1. To cause to be kept a complete record of all of its acts and corporate affairs.
2. To supervise all officers, agents and employees of this Village Association to insure that their duties are properly performed.
3. With reference to assessments of the Village Association:
 - (i) To adopt an annual budget and to fix the amount of annual assessments against each Village Member for each annual assessment period at least thirty (30) days in advance of such date or period;
 - (ii) To prepare and maintain a roster of the Village Members and assessments applicable thereto which shall be kept in the office of the Village Association and shall be open to inspection by any Village Member; and
 - (iii) To send written notice of each assessment to every Village Member subject thereto.

VII. DIRECTORS' MEETINGS.

A. Regular meetings of the Village Board shall be held at least quarterly on such date and at such time as the Village Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Village Board shall be held when called by the President or Vice President of the Village Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Village Board shall be open to all Village Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Village Board during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Village Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Village Association and made a part of the minutes of the meeting.

E. The names and addresses of the members of the first Village Board who shall hold office until the first annual meeting of the Village Members and until their successors are elected or appointed and have qualified, are as follows:

Clinton F. Smith
6620 Southpoint Drive South, Suite 400
Jacksonville, FL 32216

Todd O. White
6620 Southpoint Drive South, Suite 400
Jacksonville, FL 32216

Angela Gould
6620 Southpoint Drive South, Suite 400
Jacksonville, FL 32216

VIII. OFFICERS.

A. The Officers of the Village Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Village Board, in accordance with the Articles of the Village Association. The President shall be a member of the Village Board, but the other Officers need not be.

B. The Officers of the Village Association shall be elected by the Village Board at the annual meeting of the Village Board, which shall be held immediately following the annual meeting of the Village Association. New offices may be created and filled at any meeting of the Village Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Village Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Village Board, shall see that orders and resolutions of the Village Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Village Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Village Board.

G. The Secretary shall be ex officio the secretary of the Village Board, and shall record the votes and keep the minutes of all meetings of the Village Members and of the Village Board in a book to be kept for that purpose. The Secretary shall keep all records of the Village Association and shall record in the book kept for that purpose all the names of the Village Members of the Village Association together with their addresses as registered by such Village Members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Village Association, and shall disburse such funds as directed by resolution of the Village Board, provided however, that a resolution of the Village Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Village Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Village Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Village Member.

J. With the approval of the Village Board, any or all of the Officers of the Village Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Village Board.

K. The names of the officers who are to manage the affairs of the Village Association until the first annual meeting of the Village Members and until their successors are duly elected and qualified are:

President	Clinton F. Smith
Vice President	Todd O. White
Treasurer/Secretary	Angela Gould

IX. COMMITTEES.

A. The standing committees of the Village Association shall be the Village Nominating Committee and the Village Board of Architectural Review ("VBAR"). The Village Nominating Committee and the VBAR shall have the duties, authority and functions as described in the Village Declaration and as elsewhere described in these Bylaws.

B. The Village Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Village Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Village Board. Committee members shall serve at the pleasure of the Village Board, and shall perform such duties and functions as the Village Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Village Association shall at all times, during reasonable business hours, be subject to inspection by any Village Member. The Village Association shall at all times maintain the Village Declaration, Articles, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Village Association shall retain the minutes of all meetings of the Village Members and the Village Board and all of its budgets and financial records and reports for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

The annual meeting of the Village Members shall be held prior to April 1, of each year, at such time as the Village Board may designate, or at such other date and time as may be selected by the Village Board.

A. Special meetings of the Village Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the

Village Board or upon the written request of Village Members holding at least 10% of all the votes allocated to the entire Village Membership.

B. Notice of all meetings of the Village Members shall be given to the Village Members by the Secretary. Notice may be given to the Village Members either personally or by sending a copy of the notice through the mail, postage fully prepaid, to the address appearing on the books of the Village Association. Each Village Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Village Members shall be delivered at least ten (10) days in advance. Notice of any other meeting, regular or special, shall be mailed at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Village's Articles or the Village Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

C. The presence, in person or by proxy, of the Village Members holding not less than ten percent (10%) of the total votes in the Village Association shall constitute a quorum of the Village Membership for any action governed by the Village Declaration, the Articles or these Bylaws.

XII. PROXIES.

A. At all meetings of the Village Members, each Village Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Village Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Village Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Village Member who executes same, and may include powers of substitution.

XIII. SEAL.

The Village Association shall have a seal in circular form having within its circumference the words: RIVER HILLS RESERVE OWNERS SUB-ASSOCIATION, INC., not for profit, 1999.

XIV. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Village Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Village Association to procure a judgment in its favor, brought to impose a liability or penalty on such persons for an act alleged to have been committed by such person in their capacity as a Director or officer of the Village Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof if such person acted in good faith in the reasonable belief that such action was in the best interests of the Village Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Village Association or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Village Association to procure a judgment in its favor by reason of being or having been a Director or officer of the Village Association, or by reason of being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Village Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Village Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of a duty to the Village Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Village Board shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner reasonably believed to be in the best interests of the Village Association, and whether, with respect to any criminal action or proceeding, there existed no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Village Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Village Association to indemnify under applicable law.

XV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XVI. DISSOLUTION OF THE VILLAGE ASSOCIATION.

A. Upon dissolution of the Village Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Village Board to be appropriate for such dedication and which the authority is willing to accept.
2. If no municipal or other governmental authority will accept such dedication, the remaining assets shall be distributed among the Village Members, subject to the limitation set forth below, each Village Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the

numerator of which is all amounts assessed by the Village Association since its organization against the portion of Property which is owned by the Village Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Village Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Village Association may be dissolved upon a resolution to that effect being approved by a majority of the Village Board and by two-thirds (2/3) of the Village Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Village Association may be dissolved in the manner set forth above.

XVII. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Village Declaration applicable to the Property and to the extent permitted by law, the Village Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Village Members required pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

XVIII. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Village Board at a duly constituted meeting of the Village Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Clay County, Florida. For so long as the Declarant Membership shall exist, HUD or VA shall have the right to veto amendments to these Bylaws.

XIX. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Village Declaration or Articles of the Village, the provisions of the Village Declaration and the Village's Articles shall control.

Adopted by the Village Board of Directors of River Hills Reserve Owners Sub-Association, Inc., a Florida corporation, not-for-profit effective MARCH 28, 2000.

By: Angela Gould
Angela Gould, Secretary

Book: 2044
Page: 1957
Rec: 04/25/2002
10:43 AM
File# 200222105
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$33.00

Prepared by:
Sarah Wicker
Centex Homes
6620 Southpoint Dr. S.
Suite 400
Jacksonville, FL 32216



5 MIN. RETURN

**AMENDMENT TO RIVER HILLS RESERVE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS**

WHEREAS, CENTEX HOMES, a Nevada General Partnership authorized to do business in the State of Florida, whose address is 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216 (hereinafter referred to as "Declarant") is the owner of the following described property, situate, lying and being in Clay County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto

WHEREAS, Declarant has caused to be recorded that certain River Hills Reserve Declaration of Covenants, Restrictions and Easements (the "Declaration") on March 28, 2000, in Official Records Book 1853, page 476, public records of Clay County, Florida; and

WHEREAS, Declarant wishes to subject the Property to the easements, restrictions, covenants, limitations and conditions of the Declaration; and

WHEREAS, Article III, Section 4 of the Declaration provides that Declarant, while it still has its Declarant Membership, may subject additional property to the terms and provisions of the Declaration by recording an amendment or Supplement to the Declaration, without the necessity of joinder of consent by any other party; and

WHEREAS the Declarant currently is the Declarant Member of the River Hills Reserve Owners Sub-Association (the "Association") and Declarant currently controls the Association;

NOW THEREFORE, Declarant does hereby amend the Declaration by adding the Property more particularly described in Exhibit "A" attached hereto to the property described in Exhibit "A" of the Declaration so that the Property, from and after the sending hereof, shall be subject to and bound by all of the covenants, restrictions, easements, obligations and provisions of the Declaration.

Except as amended herein, all terms and conditions of the Declaration, and any prior amendments or supplements, remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this

15th day of April, 2002.

By: CENTEX HOMES, a Nevada General partnership

By: Centex Real Estate Corporation, a Nevada corporation, as General Partner

By: RS Porter
Name: Robert S. Porter
Its: Division President
SEAL



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of April, 2002, by Robert S. Porter, Division President of Centex Real Estate Corporation, a Nevada corporation, General Partner of Centex Homes, a Nevada general partnership, on behalf of the corporation and the partnership, who is personally know to me or has produced _____ as identification.



Carol Hart Flow
Notary Public, State of Florida
Printed Name: Carol Hart Flow
Commission Number: CC 738486
My Commission Expires: 8-25-02

EXHIBIT "A"

1 OF 5

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 3, 2002

LANDS ADJACENT TO RIVER HILLS RESERVE UNIT ONE

PARCEL "A" (LOTS 6 THROUGH 10)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 6, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 87° 50' 20" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 6, TO AND ALONG THE NORTHERLY LINE OF LOTS 7, 8, 9 AND 10, SAID RIVER HILLS RESERVE UNIT ONE, A DISTANCE OF 481.07 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 10; THENCE NORTH 02° 09' 40" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 82° 09' 12" EAST, A DISTANCE OF 86.31 FEET; THENCE SOUTH 87° 50' 20" EAST, A DISTANCE OF 170.00 FEET; THENCE SOUTH 02° 09' 40" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 81° 07' 44" EAST, A DISTANCE OF 85.59 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTH 88° 06' 23" EAST, A DISTANCE OF 141.42 FEET; THENCE SOUTH 02° 09' 40" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.13 ACRES, MORE OR LESS.

(CLARSON DRAWING B-1932 (A))

OR BOOK NO 44 PAGE 1050

EXHIBIT "A"

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 16, 2002

LANDS ADJACENT TO RIVER HILLS RESERVE UNIT ONE

PARCEL "B-1" (LOT 12)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 12, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 87° 50' 20" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 85.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 12; THENCE NORTH 02° 09' 40" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 74° 35' 54" EAST, A DISTANCE OF 87.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 850 SQUARE FEET.

(CLARSON DRAWING B-1932 (A))

2 OF
BOOK
2044
PAGE
1960

EXHIBIT "A"

30 of 5

OR BOOK 2044 PAGE 1961

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 16, 2002

LANDS ADJACENT TO RIVER HILLS RESERVE UNIT ONE

PARCEL "B-2" (LOTS 14 THROUGH 16)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 14, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 87° 50' 20" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 14, TO AND ALONG THE NORTHERLY LINE OF LOTS 15 AND 16, SAID RIVER HILLS RESERVE UNIT ONE, A DISTANCE OF 255.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 16; THENCE NORTH 02° 09' 40" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 87° 50' 20" EAST, A DISTANCE OF 255.00 FEET; THENCE SOUTH 02° 09' 40" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 7,650 SQUARE FEET.

(CLARSON DRAWING B-1932 (A))

EXHIBIT "A"

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

OR BOOK 2044 PAGE 1962

JANUARY 3, 2002

LANDS ADJACENT TO RIVER HILLS RESERVE UNIT ONE

PARCEL "C" (LOTS 59 THROUGH 64)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 59, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN SOUTH 57° 56' 41" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 59, A DISTANCE OF 99.51 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 59; THENCE SOUTH 46° 02' 55" EAST, ALONG THE SOUTHWESTERLY LINE OF LOT 61, 62, 63 AND 64, SAID RIVER HILLS RESERVE UNIT ONE, A DISTANCE OF 402.59 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 64, THENCE SOUTH 43° 57' 05" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 46° 02' 55" WEST, A DISTANCE OF 170.00 FEET; THENCE NORTH 56° 03' 24" WEST, A DISTANCE OF 86.31 FEET; THENCE NORTH 46° 02' 55" WEST, A DISTANCE OF 147.59 FEET; THENCE NORTH 49° 07' 16" WEST, A DISTANCE OF 93.28 FEET; THENCE NORTH 00° 43' 46" EAST, A DISTANCE OF 6.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 0.14 ACRES, MORE OR LESS.

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

JANUARY 3, 2002

LANDS ADJACENT TO RIVER HILLS RESERVE UNIT ONE

PARCEL "D" (LOT 23)

A PORTION OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWESTERLY CORNER OF LOT 23, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN SOUTH 12° 22' 30" WEST, ALONG THE WESTERLY LINE OF SAID LOT 23, A DISTANCE OF 85.00 FEET TO THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 77° 37' 30" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 12° 22' 30" EAST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 77° 37' 30" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

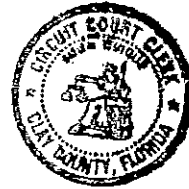
THE ABOVE DESCRIBED LANDS CONTAIN 2,125 SQUARE FEET.

OR BOOK 2044 PAGE 1963

(CLARSON DRAWING B-1932)

13

Prepared by:
Sarah Wicker
Centex Homes
6620 Southpoint Dr. S.
Suite 400
Jacksonville, FL 32216



Book: 2048
Page: 1320
Rec: 05/06/2001
10:50 AM
File# 200224401
James B. Jett
Clerk Of Court
Clay County, FL
FEE: \$15.00

5 MIN. RETURN

**AMENDMENT TO RIVER HILLS RESERVE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS**

WHEREAS, CENTEX HOMES, a Nevada General Partnership authorized to do business in the State of Florida, whose address is 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216 (hereinafter referred to as "Declarant") is the owner of the following described property, situate, lying and being in Clay County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto

WHEREAS, Declarant has caused to be recorded that certain River Hills Reserve Declaration of Covenants, Restrictions and Easements (the "Declaration") on March 28, 2000, in Official Records Book 1853, page 476, public records of Clay County, Florida; and

WHEREAS, Declarant wishes to subject the Property to the easements, restrictions, covenants, limitations and conditions of the Declaration; and

WHEREAS, Article III, Section 4 of the Declaration provides that Declarant, while it still has its Declarant Membership, may subject additional property to the terms and provisions of the Declaration by recording an amendment or Supplement to the Declaration, without the necessity of joinder of consent by any other party; and

WHEREAS the Declarant currently is the Declarant Member of the River Hills Reserve Owners Sub-Association (the "Association") and Declarant currently controls the Association;

NOW THEREFORE, Declarant does hereby amend the Declaration by adding the Property more particularly described in Exhibit "A" attached hereto to the property described in Exhibit "A" of the Declaration so that the Property, from and after the sending hereof, shall be subject to and bound by all of the covenants, restrictions, easements, obligations and provisions of the Declaration.

Except as amended herein, all terms and conditions of the Declaration, and any prior amendments or supplements, remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this

29th day of April, 2002.

By: CENTEX HOMES, a Nevada General partnership

By: Centex Real Estate Corporation, a Nevada corporation, as General Partner

By: [Signature]
Name: Robert S. Porter
Its: Division President
SEAL



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29th day of April, 2002, by Robert S. Porter, Division President of Centex Real Estate Corporation, a Nevada corporation, General Partner of Centex Homes, a Nevada general partnership, on behalf of the corporation and the partnership, who is personally know to me or has produced _____ as identification.

[Signature]
Notary Public, Sate of Florida
Printed Name: _____

Commission Number: _____
My Commission Expires: _____
DEBRA M. LEAVITT
MY COMMISSION # CC284058
EXPIRES: Nov 27, 2004
1-800-5NOTARY FL Notary Service & Bonding, Inc.

EXHIBIT "A"

OFFICE PHONE 396-2623
FAX PHONE 396-2633

CLARSON AND ASSOCIATES INC.

PROFESSIONAL SURVEYORS & MAPPERS

1643 NALDO AVENUE

JACKSONVILLE, FLORIDA 32207

FEBRUARY 25, 2002

ADJACENT TO AND EAST OF LOT 1 THROUGH 5,
RIVER HILLS RESERVE UNIT ONE

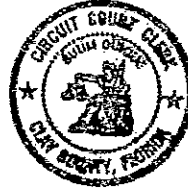
A PART OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, AS SHOWN ON THE PLAT OF RIVER HILLS RESERVE UNIT ONE, AS RECORDED IN PLAT BOOK 34, PAGES 70 THROUGH 75 OF THE PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 03° 12' 01" EAST, ALONG THE EASTERLY LINE OF SAID LOT 1, TO AND ALONG THE EASTERLY LINE OF LOTS 2 AND 3, SAID RIVER HILLS RESERVE UNIT ONE, 277.81 FEET TO THE SOUTHEAST CORNER OF LOT 4, SAID RIVER HILLS RESERVE UNIT ONE; THENCE NORTH 07° 29' 54" WEST, ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 142.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 40° 15' 25" WEST, ALONG THE NORTHEASTERLY LINE OF LOT 5, SAID RIVER HILLS RESERVE UNIT ONE, 157.47 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 5; THENCE SOUTH 87° 50' 20" EAST, 81.86 FEET; THENCE SOUTH 03° 12' 01" WEST, 66.58 FEET; THENCE SOUTH 40° 15' 25" EAST, 57.29 FEET; THENCE SOUTH 24° 15' 35" EAST, 34.42 FEET; THENCE SOUTH 03° 12' 01" WEST, 72.39 FEET; THENCE SOUTH 08° 57' 49" EAST, 45.49 FEET; THENCE SOUTH 17° 40' 35" EAST, 90.36 FEET; THENCE SOUTH 01° 58' 31" EAST, 14.98 FEET; THENCE SOUTH 14° 31' 50" WEST, 105.70 FEET; THENCE SOUTH 03° 12' 01" WEST, 76.11 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RIVER HILLS DRIVE (A 50 FOOT PRIVATE RIGHT OF WAY); THENCE NORTH 84° 19' 04" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 24.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.35 ACRES, MORE OR LESS.

(CLARSON DRAWING NO. A-3281)

Prepared by:
Sarah Wicker
Centex Homes
6620 Southpoint Dr. S.
Suite 400
Jacksonville, FL 32216



Book: 2144
Page: 2196
Rec: 01/15/2003
10:47 AM
File# 200302949
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$15.00

5 MIN. RETURN

**AMENDMENT TO FLEMING ISLAND PLANTATION
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS**

WHEREAS, CENTEX HOMES, a Nevada General Partnership authorized to do business in the State of Florida, whose address is 6620 Southpoint Drive South, Suite 400, Jacksonville, Florida 32216 (hereinafter referred to as "Declarant") is the owner of the following described property, situate, lying and being in Clay County, Florida (the "Property"), to-wit:

See Exhibit "A" attached hereto

WHEREAS, Declarant has caused to be recorded that certain River Hills Reserve Declaration of Covenants, Restrictions and Easements (the "Declaration") on March 28, 2000, in the Official Records Book 1853, page 476, public records of Clay County, Florida; and

WHEREAS, Declarant wishes to subject the Property to the easements, restrictions, covenants, limitation and conditions of the Declaration; and

WHEREAS, Article III, Section 4 of the Declaration provides that Declarant, while it still has its Declarant Membership, may subject additional property to the terms and provisions of the Declaration by recording an amendment or Supplement to the Declaration, without the necessity of joinder of consent by any other party; and

WHEREAS the Declarant currently is the Declarant Member of the River Hills Reserve Owners Sub-Association (the "Association") and Declarant currently controls the Association;

NOW THEREFORE, Declarant does hereby amend the Declaration by adding the Property more particularly described in Exhibit "A" attached hereto to the property described in Exhibit "A" of the Declaration so that the Property, from and after the sending hereof, shall be subject to and bound by all of the covenants, restrictions, easements, obligations and provisions of the Declaration.

Except as amended herein, all terms and conditions of the Declaration, and any prior amendments or supplements, remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this

19th day of December, 2002.



By: CENTEX HOMES, a Nevada
General partnership

By: Centex Real Estate Corporation, a
Nevada
Corporation, as General Partner

By: Brian Paul
Name: Brian Paul
Its: Division President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 19th day of December, 2002, by Brian Paul, Division President of Centex Real Estate Corporation, a Nevada corporation, General Partner of Centex Homes, a Nevada general partnership, on behalf of the corporation and the partnership, who is personally known to me or has produced _____ as identification.

Carol Hart Flow
Notary Public, State of Florida
Printed Name: Carol Hart Flow
Commission Number: DD126037
My Commission Expires: 8-25-06



Carol Hart Flow
MY COMMISSION # DD126037 EXPIRES
August 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC

EXHIBIT "A"
RIVER HILLS RESERVE UNIT 2

Lots 26 through 55 and 85 through 99, inclusive RIVER HILLS RESERVE UNIT 2 , according to plat thereof recorded in Plat Book 38 Pages 77-81, of the Public Records of Clay County, Florida.