EXHIBIT "B" Book 10975 Page 395

BYLAWS OF NEWPORT UNIT THREE HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE 1

IDENTITY

These are the Bylaws of the NEWPORT UNIT THREE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on _______, 2003.

The Association has been organized for the purpose of performing the functions as are outlined in the covenants, conditions and restrictions as may be recorded, for Newport Unit Three, a subdivision located in Duval County, Florida, including any amendments thereto (the "covenants"), and specifically for the purpose of the continual maintenance of the roads in the subdivision.

The Members of the Association shall be all lot owners, as more particularly defined in the covenants.

The office of the Association shall be at 3938 Clearwater Lane, Jacksonville, Florida, 32223, but may be changed from time to time, and meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The fiscal year of the Association shall be the calendar year.

The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation. The seal shall be in the following form:

- H. Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:
 - Election of chairman of the meeting. Í.
 - 2. Calling of the roll and certifying of proxies. 3.
 - Proof of notice of meeting or waiver of notice. 4.
 - Reading and disposal of any unapproved minutes. 5.
 - Reports of officers.
 - 6. Reports of committees.
 - Election of inspectors of elections. 7.
 - 8. Election of directors.
 - 9. Unfinished business.
 - 10. New business.
 - 11. Adjournment.
- Written Consent and Joinder. In the event that any action is authorized to be taken by the Members at a meeting, it shall be permissible to approve such action by a written consent and joinder by the proportion of Members required to approve such action; provided, however, that notice of the Association's intent to seek written consent and joinder shall be sent to all Members in accordance with the notice provision herein.

ARTICLE III

DIRECTORS

- Governing Body. The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Directors must be owners and reside in Newport Unit Three; provided, however, no person and his or her spouse may serve on the
- Directors Appointed. The names of the initial Directors are set forth in the Articles of Incorporation of the Association. Until such time as the Class B membership has ended, the Class B members shall elect all directors and such directors do not have to be residents in Newport
 - C. Number. The Board shall consist of one (1) member.
- Term. The term of office of Directors shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in
- Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve until the next annual meeting of the members.

- F. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- G. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting which it could take at a meeting by obtaining the written consent and joinder of all Directors. Any action so taken shall have the same effect as though taken at a meeting of the Directors.
- H. Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.
- I. <u>Presiding Officer</u>. The presiding officer at a Directors' meeting shall be the Chairman of the Board if such an officer has been elected; and, if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

ARTICLE V

POWER AND DUTIES OF BOARD OF DIRECTORS

Subject to the provisions of the Covenants, the Board of Directors shall have the following powers and duties:

- A. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions in the Covenants or Articles of Incorporation;
- B. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- C. Employ a manager, an independent contractor, or such other employees as the Board deems necessary, and to prescribe the duties and compensation of any such employee, and to provide for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- D. Prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the common expenses, subject to the provisions in the covenants;
- E. Make assessments to defray the common expenses, establish the means and methods of collecting such assessments, and establish the period of the installment payments of the annual assessment, send written notice of each assessment to every owner subject thereto, and to file and foreclose liens against any property for which assessments are not paid, all as provided in

ARTICLE VI

OFFICERS AND THEIR DUTIES

- A. <u>Enumeration of Offices</u>. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The President and Treasurer shall be elected from among the members of the Board of Directors.
- B. <u>Election of Officers</u>. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- C. <u>Term.</u> The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless sooner removed or otherwise disqualified to serve.
- D. <u>Special Appointments.</u> The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- E. <u>Resignation and Removal.</u> Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- F. <u>Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the vacancy.
- G. <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.
 - H. <u>Duties.</u> The duties of the officers are as follows:

President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

The Vice President shall act in the place and stead of the President in the event of the

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Fidelity National Bank, a national banking association organized under the laws of the United States of America, the mortgagee under that certain Mortgage and Security Agreement dated February 8, 2002, and recorded in Official Records Book 10366, page 486, of the current public records of Duval County, Florida, hereby consents and joins in the foregoing Declaration of Covenants and Restrictions for Newport Unit Three, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Declaration of Covenants and Restrictions for Newport Unit Three) to the Declaration of Covenants and Restrictions for Newport Unit Three.

day of <u>February</u> , 2003.	and Joinder is executed by the undersigned this
Signed, sealed, and delivered in the presence of:	Fidelity National Bank, a national banking
Witness MANIE DORES GREEN	By Wante Control
Wighess Debords D. PORRIC	Its Vice President

STATE OF FLORIDA COUNTY OF DUVAL

This instrument was acknowledged before me this 28th day of February, 2003, by Michael W. Levitt, the Vice President of Fidelity National Bank, a national banking association, on behalf of the association, who is personally known to me or has produced as identification.

Notary Public My Commission expires:

orizinssion expires.

(Notarial Seal)



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ARTICLE III. POWERS

The Association shall have the following powers:

- A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in length.
- B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:
 - 1. Make and establish reasonable rules and regulations governing the use of the Lots, Common Area and Maintenance Area, as such terms are defined in the Declaration.
 - Own, hold, improve, build upon, maintain, operate, lease, sell, manage, transfer, dedicate for public use, and otherwise dispose of and deal with such real and personal property as may be necessary or convenient in connection with the affairs of the Association.
 - To own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.
 - Tax, levy, collect and enforce payment by all lawful means all charges or assessments against members of the Association and their Lots to defray the Common Expenses of the Development, as will be provided in the Declaration and the By-Laws, including the right to levy and collect adequate assessments against members of the Association for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Common Area, the Maintenance Area and other property owned by the Association, which may be necessary or convenient in the operation and management of the Development and in accomplishing the purposes set forth in the Declaration, and to pay all expenses, including office expenses, licenses, taxes, or governmental charges levied or imposed against the property of the Association, incident to the conduct of business of the Association, and to pay the cost of maintenance and operation of the surface water or stormwater management system (including work performed in the retention

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disapprove matters as may be required or provided for in these Articles, the By-Laws or the Declaration.

E. Except as an appurtenance to his Lot, no Member can assign, hypothecate or transfer in any manner, his membership in the Association or his Interest in the funds and assets of the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and the By-Laws hereof.

ARTICLE V. VOTING

- A. There shall be two classes of voting membership which classes are more fully defined in the Declaration and the By-Laws.
- B. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each "Developed Lot" and for each "Undeveloped Lot Owned By Builders" (Developed Lot defined as having a single family home constructed thereon) in the Development. Such vote may be exercised or cast by the owner or owners in such manner as may be provided in the By-Laws of this Association. Should any Member own more than one Lot, each Member shall be entitled to exercise or cast one vote for each such Lot, in the manner provided for in the By-Laws. Notwithstanding the foregoing, the Developer shall have the right to cast the number of votes allocated to it in the Declaration and By-Laws for so long as it owns any "Undeveloped Lots" as defined in the Declaration and By-Laws or until its right to such votes terminates as provided in the Declaration.
- C. Until the recordation of Declaration in the public records of Duval County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

ARTICLE VI. TERM OF EXISTENCE

Existence of this Association shall commence with the filling of these Articles with the Secretary of State, Taliahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII. OFFICE

The principal office of the Association shall be 3938 Clearwater Lane, Jacksonville, Florida 32223, or such other place as the Board of Directors may designate.

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Officer Name

President, Secretary Harry Trevett

Vice President Dallas Lee

Vice President Candace Lee

D. The officers shall be elected by the Board of Directors at their annual meeting as provided in the By-Laws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

E. The president shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office or President and Secretary or Assistant Secretary be held by same person. Officers shall be elected annually.

ARTICLE X. BY-LAWS

- A. The Board of Directors shall adopt by a majority vote the original By-Laws of the Association.
- B. The By-Laws may be amended in accordance with the procedures set forth in the By-Laws.

ARTICLE XI. AMENDMENT OF ARTICLES

- A. These Articles of Incorporation may be amended as follows:
 - Amendments shall be proposed by a majority of the Board of Directors.
 - 2. The President, or acting Chief Executive Officer of the Association in the absence of the President, shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the date on which the Board of Directors approve the amendment proposal. Each Member shall be given written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten

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ARTICLE XV. SUBSCRIBERS

The names and addresses of the subscribers to these Articles are:

Dallas Lee

3938 Clearwater Lane Jacksonville, Florida 32223

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators have heleunto set our hands and seal this 27 day of February, 2003, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

Dallas Lee

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing ARTICLES OF INCORPORATION were acknowledged before me this 27 day of February, 2003, by Dallas Leef subscriber, who is the proposally known to me.

Tiolary Public U My Commission expires:

MY COMMASSION # COMMING EXPRES
DECEMBER 2004
NOMED NEW YORK AND THE PROPERTY AND THE PROPER

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

HO4-36

COMPANY AFFIDAVIT

Poct 2004047624

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02/10/2004 03:54:57 PM
JIN FULLER
CLENK CIRCUIT COURT
DUVIN COUNTY
RECORDING \$ 5.00
TRUST FUND \$ 1.00

STATE OF FLORIDA COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Dallas P. Lee, who after first being duly sworn, on oath states as follows:

1. This affidavit is given in connection with the conveyance by Newport Properties, LLC, a Florida limited liability company (the "Company") to North Florida Builders/W. Howard White, Inc. ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lot 9, Newport, Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

- 2. He is an authorized manager/member of the Company.
- 3. He is authorized to cause the Company to execute any and all closing documents with respect to the conveyance to Buyer of the Property by the Company.
- 4. He has full authority to make this affidavit.
- 5. This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Dallas P. Lee

Sworn to and subscribed before me this 30th day of January, 2004, by Dallas P. Lee, who is personally known to me.

Notary Public, State of Florida My Commission Expires:

(Notary Seal)

AND WEDER

FOR SIGN # DD125581 EXPRES

AUGUST 29, 2006

Book 11590 Page 132

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A.

4540 Southside Boulevard, Suite 302

Jacksonville, Florida 32216

HO3-863

COMPANY AFFIDAVIT

ku 20040020058 kuk: 11590 Paje: 132 Filed & Recorded 01/20/2004 03:39:47 PM JIN FULLER CIRCUIT COURT DUVAL COUNTY

STATE OF FLORIDA COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Dallas P. Lee, who after first being duly sworn, on oath states as follows:

This affidavit is given in connection with the conveyance by Newport Properties, LLC, a 1. Florida limited liability company (the "Company") to North Florida Builders/W. Howard White, Inc. ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lot 10, Newport, Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

- 2. He is an authorized manager/member of the Company.
- He is authorized to cause the Company to execute any and all closing documents with respect to 3. the conveyance to Buyer of the Property by the Company.
- 4. He has full authority to make this affidavit.
- This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Sworn to and subscribed before me this 9th day of January, 2004, by Dallas P. Lee, who is personally known to me.

> Notary Public, State of Florida My Commission Expires: (Notary Seal)

MAISSION # DOT25381 EXPERES August 29, 2006 HEUTEDY FAIN INSURANCE INC.

MSACH O

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216 Rock 2004/88/8598
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JIN FULLER
CLERK CIRCUIT COURT
DUNAL COUNTY
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LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Dallas Lee, who after first being duly sworn, on oath states as follows:

1. This affidavit is given in connection with the conveyance by Newport Properties, LLC, a Florida limited liability company (the "Company") to Woodside Land Holdings, LLC ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lot 16, Newport Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

- 2. He is the Authorized Managing Member pursuant to the Minutes of Members of Newport Properties, LLC, dated February 27, 2003 (the "Authorization").
- 3. He is authorized to cause the Company to execute any and all closing documents with respect to the conveyance to Buyer of the Property by the Company which conveyance is accordance with the Authorization.
- 4. The Authorization remains in full force and effect.
- 5. He has full authority to make this affidavit on behalf of the Company.
- 6. This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Dallas Lee

Sworn to and subscribed before me this 1st day of March, 2004, by Dallas Lee, who is personally

known to me.

Rito Weber MY COMMISSION # DD12581 EXPRES August 29, 2006 RONDED PAU TROY FAIN INSURANCE PMC.

Notary Public, State of Florida My Commission Expires: (Notary Seal) PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

LIMITED LIABILITY COMPANY AFFIDAVIT

JIN FULLER CIRCUIT COURT RECORD ING 1.00

STATE OF FLORIDA COUNTY OF DUVAL

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Before me, the undersigned authority, personally appeared Dallas Lee, who after first being duly sworn, on oath states as follows:

This affidavit is given in connection with the conveyance by Newport Properties, LLC, a Florida limited liability company (the "Company") to North Florida Builders/W. Howard White, Inc. ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lot 12, Newport, Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

- He is the Authorized Managing Member pursuant to the Minutes of Members of Newport Properties, LLC, dated February 27, 2003 (the "Authorization").
- He is authorized to cause the Company to execute any and all closing documents with respect to the conveyance to Buyer of the Property by the Company which conveyance is accordance with the Authorization.
- The Authorization remains in full force and effect. 4.
- He has full authority to make this affidavit on behalf of the Company. 5.
- This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's 6. lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Sworn to and subscribed before me this 677 day of November, 2003, by Dallas Lee, who is personally known to me.

> **Vita Weher** August 29, 2006

Notary Public, State of Florida MY COMMISSION # DD125381 EXPIRES My Commission Expires: (Notary Seal)

Lineted Liability Company Affidavi

Book 12131 Page 540

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

MR 2004352666 Book: 12131 Page: 540 Filed & Recorded

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REC ADDITIONAL

CLERK CIRCUIT COURT DUVAL COUNTY RECORDING TRUST FUND

STATE OF FLORIDA COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Dallas Lee, who after first being duly sworn, on oath states as follows:

COMPANY AFFIDAVIT

This affidavit is given in connection with the conveyance by Newport Properties. LLC. a Florida limited liability company (the "Company") to Woodside Land Holdings, LLC ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lots 1, 4 and 23, Newport Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

He is an authorized manager/member of the Company.

Rita Weber

MY COMMISSION # DD125381 EXPIRES

August 79, 2006

- He is authorized to cause the Company to execute any and all closing documents with respect to the conveyance to Buyer of the Property by the Company.
- He has full authority to make this affidavit. 4.
- This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Dallas Lee

Sworn to and subscribed before me this 29th day of October, 2004, by Dallas Lee, who is personally known to me.

Notary Public, State of Florida My Commission Expires:

(Notary Seal)

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

Hr.4-43

COMPANY AFFIDAVIT

loci 2004217985 Book: 11911 Page: 1144 Filed & Recorded 97/92/2994 83:51:50 PM JIN FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING TRUST FUND REC ADDITIONAL

STATE OF FLORIDA COUNTY OF DUVAL

Before me, the undersigned authority, personally appeared Dallas Lee, who after first being duly sworn, on oath states as follows:

This affidavit is given in connection with the conveyance by Newport Properties, LLC, a Florida limited liability company (the "Company") to Woodside Land Holdings, LLC ("Buyer") of its fee simple interest in the following real property (the "Property"):

Lot 6, Newport, Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

- 2. He is an authorized manager/member of the Company.
- He is authorized to cause the Company to execute any and all closing documents with respect to 3. the conveyance to Buyer of the Property by the Company.
- 4. He has full authority to make this affidavit.
- This affidavit is made under oath for the purpose of inducing Buyer to purchase the Property, Buyer's lender, if any, to make a loan secured by a mortgage on the Property and First American Title Insurance Company to issue a title policy insuring said purchase transaction and mortgage.

Dallas Lee

Sworn to and subscribed before me this 30th day of June, 2004, by Dallas Lee, who is personally known to me.

> Notary Public, State of Florida My Commission Expires: (Notary Seal)



Kristine L Fuller MISSION # DD147216 EXPIRES April 18, 2006 BONDED THRI TROY FAM INSURANCE, IN



Book 12131 Page 541

DOCH 2004352667
Book: 12131
Pages: 541 — 542
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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 9.8
TRUST FUND \$ 1.5
DEED DOC STAMP \$ 98.8

PREPARED BY, RECORD AND RETURN TO: Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

File #: H04-435

Parcel Identification Number: 019704-2520; 019704-2535 & 019704-2630

WARRANTY DEED

THIS WARRANTY DEED made this 29th day of October, 2004, by Newport Properties, LLC, a Florida limited liability company, hereinafter called Grantor, whose post office address is 3983 Clearwater Lane, Jacksonville, Florida 32223, to Woodside Land Holdings, LLC, a Florida limited liability company, hereinafter called Grantee, and whose post office address is 4540 Southside Boulevard, Suite #202, Jacksonville, Florida 32216.

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee the following described land situate, lying and being in the County of **Duval**, State of Florida, to-wit:

Lots 1, 4 and 23, Newport Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

Grantee's Federal ID #:	

SUBJECT TO taxes accruing subsequent to December 31, 2003.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.



PREPARED BY, RECORD & RETURN TO: CHRISTOPHER J. HURST, ESQUIRE CHRISTOPHER J. HURST, P.A. 4540 SOUTHSIDE BOULEVARD, SUITE #302 JACKSONVILLE, FLORIDA 32216

40: 1513

10:35:03 AN

COURT

Book 12100 Page 1513

Ho4-434 Woodshill Release of Mortgage and Collateral Documents

KNOW ALL MEN BY THESE PRESENTS, that FIDELITY BANK, Uk/a FIDELITY NATIONAL BANK, ("Mortgagee"), the owner and holder of that certain mortgage deed executed by NEWPORT PROPERTIES, LLC, a Florida limited liability company, ("Mortgagor") to Fidelity National Bank, in the amount of \$927,000.00 dated February 8, 2002 and recorded in Official Records Volume 10366, page 486, of the current public records of Duval County, Florida and that UCC-1 Financing Statement recorded in Official Records Volume 10366, page 507, of the current public records of Duval County, Florida.

In consideration of the sum of TEN & NO/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, does hereby forever release, exonerate and discharge from the lien, operation, force and effect of said mortgage the following described property situate in Duval County, Florida, to-wit:

LOT 5, NEWPORT UNIT THREE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 80, 80A THROUGH 80F, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any other property than that in this partial release specifically described, from any lien, operation, force and effect of said mortgage, nor from any rights, remedies or privileges of the owner thereof.

IN WITNESS WHEREOF, this partial release has been executed this _____ day of October, 2004

Signed, sealed and delivered in the presence of:	FIDELITY BANK, f/k/a FIDELITY
Ysace mace	NATIONAL BANK By: Beneular Committee
Print name: Gala Mack	Print name: Beverly Condition Its Vice President
Print name:	
· · · · · · · · · · · · · · · · · · ·	Craig Dean-Bank Office
STATE OF Georgia	
COUNTY OF Fulton	The second secon
The foregoing instrument was a	cknowledged before me this 5hh day of October, 2004,
BANK, f/k/a FIDEL ITY NATIONAL	the <u>vice President</u> of FIDELITY BANK, on behalf of the association. He/She is personally
known to me or produced	as identification.
	- Z/X
	Notary Public, State of Florida
	Print name:
	My Commission Expires:
loci 2004334288	1

SHELAT, WRIGHT

Notary Public, DeKalb County, Georgia

· lanuary 21, 2005

Book 12080 Page 876

Newport Properties, LLC, a Florida limited

Its Authorized Managing Member

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

liability company

Signed, sealed and delivered in our presence:

Witness #1 signature

Witness #1 printed name

)

Witness #2 signature

JEANGHE THURMOND
Witness #2 printed name

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of September, 2004, by Dallas Lee, the Authorized Managing Member of Newport Properties, LLS, a Florida limited liability company, on behalf of the company, who is/are personally known to me, has/have produced a valid driver's license(s) or has/have produced as identification.

Notary Public

My Commission Expires:

(Notary Seal)

PREPARED BY, RECORD & RETURN TO: CHRISTOPHER J. HURST, ESQUIRE CHRISTOPHER J. HURST, P.A. 4540 SQUTHSIDE BOULEVARD, SUITS #302 JACKSONVILLE, FLORIDA 32216

Book 12068 Page 1400

Ho4-433 Would PARTIAL RELEASE OF MORTGAGE AND COLLATERAL DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS, that FIDELITY BANK, Uk/a FIDELITY NATIONAL BANK, ("Mortgagee"), the owner and holder of that certain mortgage deed executed by NEWPORT PROPERTIES, LLC, a Florida limited liability company, ("Mortgagor") to Fidelity National Bank, in the amount of \$927,000.00 dated February 8, 2002 and recorded in Official Records Volume 10366, page 486, of the current public records of Duval County, Florida and that UCC-1 Financing Statement recorded in Official Records Volume 10366, page 507, of the current public records of Duval County, Florida.

 $\pm 0 \text{fficial Records Volume 9879, page 561}$ and as amended in

In consideration of the sum of TEN & NO/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, does hereby forever release, exonerate and discharge from the lien, operation. force and effect of said mortgage the following described property situate in Duval County, Florida, to-wit:

LOT 15, NEWPORT UNIT THREE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 80, 80A THROUGH 80F, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any other property than that in this partial release specifically described, from any lien, operation, force and effect of said mortgage, nor from any rights, remedies or privileges of the owner thereof.

IN WITNESS WHEREOF, this partial release has been executed this 14th day of September, 2004

Signed, sealed and delivered	FIDELITY BANK, f/k/2 FIDELITY
	NATIONAL BANK,
in the presence of:	2 / 1
Mile, Mr. Cali	By: Burnly (araux)
1 martiness	Print name: BeverlyCaravan
Print name: Colo Mack	Its Vice President
	Clary Dem
Print name:	
	Craig Dean-Bank Officer
OT A TE OF	
STATE OFCoorgia	
COUNTY OF	
and a single-terminal was acknowledge	ed before me this 14th day of September, 2004,
Descent Comparen	the vice fresidenc Of Linchiti
by Beverly Carawan BANK, f/k/a FIDELITY NATIONAL BANK, or	hehalf of the association. He/She is personally
BANK, E/k/a FIDELITY NATIONAL BANK, of	as identification
known to me or produced	
	bot 2004313925
	Notary Public, State of Florida Page: 1400
	Dutan manage Control of the Parageon of the Control
	10/01/2004 03:54:48 PM
	My Commission Expires: JIN FULLER CLERK CIRCUIT COURT
	ALBERTY
	RECORDING \$ 5.00 TRUST FUNC \$ 1.00
	SALCTICAL : AND TRANSPORT
	Notary Public, DeKath County, Georgia My Commission Express Particle 214

Book 12030 Page 672

Newport Properties, LLC, a Florida limited

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Witness #1 signature

Rita Weba

Witness #1 printed name

By: Dallas Lee

liability company

Its Authorized Managing Member

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of August, 2004, by Dallas Lee, the Authorized Managing Member of Newport Properties, N.C., a Florida limited liability company, on behalf of the company, who is/are personally known to me, has/have produced a valid driver's license(s) or has have produced as identification.

Notary Public

My Commission Expires:

(Notary Seal)

Ritu Webei "OMMISSION # DD125381 EXPIRES August 29, 2006

55013

PREPARED BY, RECORD AND RETURN TO:

Christopher J. Hurst, Esquire Christopher J. Hurst, P.A. 4540 Southside Boulevard, Suite 302 Jacksonville, Florida 32216

File #: H04-432

Parcel Identification Number: 044149-0030

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WARRANTY DEED

THIS WARRANTY DEED made this 30th day of July, 2004, by Newport Properties, LLC, a Florida limited liability company, hereinafter called Grantor, whose post office address is 3983 Clearwater Lane, Jacksonville, Florida 32223, to Woodside Land Holdings, LLC, a Florida limited liability company, hereinafter called Grantee, and whose post office address is 4540 Southside Boulevard, Suite #202, Jacksonville, Florida 32216.

(Wherever used herein the term "grantor" and "grantee" lacinde all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee the following described land situate, lying and being in the County of **Duval**, State of Florida, to-wit:

Lot 13, Newport, Unit Three, according to plat thereof as recorded in Plat Book 55, pages 80, 80A through 80F, of the current public records of Duval County, Florida.

Grantee's Federal ID #:

SUBJECT TO taxes accruing subsequent to December 31, 2003.

SUBJECT TO covenants, restrictions and easements of record, if any; however, this reference shall not operate to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.



PREPARED BY, RECORD 6 RETURN TO:
CHRISTOPHER J. HURST, ESQUIRE
CHRISTOPHER J. HURST, P.A.
4540 SCUTHSIDE BOULEVARD, SUITE #302
JACKSONVILLE, FLORIDA 32216

HO4-431
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Signed, sealed and delivered

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Dok: 11951
Pape: 1915
Filet & Recorded
67/25/2884 11:42:12 AM
JIN FULER
CLERK CIRCUIT COURT
DURK COUNTY

PARTIAL RELEASE OF MORTGA GEODING SAND COLLATERAL DOCUMENT RECADITIONAL SAND COLLATERAL DOCUMENT RECADITIONA

KNOW ALL MEN BY THESE PRESENTS, that FIDELITY BANK, f/k/a FIDELITY NATIONAL BANK, ("Mortgagee"), the owner and holder of that certain mortgage deed executed by NEWPORT PROPERTIES, LLC, a Florida limited liability company, ("Mortgagor") to Fidelity National Bank, in the amount of \$927,000.00 dated February 8, 2002 and recorded in Official Records Volume 10366, page 486, of the current public records of Duval County, Florida and that UCC-1 Financing Statement recorded in Official Records Volume 10366, page 507, of the current public records of Duval County, Florida.

In consideration of the sum of fEN & NO/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, does hereby forever release, exonerate and discharge from the lien, operation, force and effect of said mortgage the following described property situate in Duval County, Florida, to-wit:

LOT 6, NEWPORT UNIT THREE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 80, 80A THROUGH 80F, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any other property than that in this partial release specifically described, from any lien, operation, force and effect of said mortgage, nor from any rights, remedies or privileges of the owner thereof.

IN WITNESS WHEREOF, this partial release has been executed this 12thday of July, 2004

in indiresence of:	NATIONAL BANK A
Mace Mack	By: Becury (arouge)
Print name: Gale Mack	Print name: beverly Carawan
	Its Vice President
Print name:	Craig Bean-Bank Offices
STATE OF Georgia	
COUNTY OFFulton	
The foregoing instrument was	acknowledged before me this <u>12</u> day of July, 2004,
hv	, the Vice President of FIDELITY
RANK, I/k/a FIDELITY NATIONAL	, the <u>Vice</u> <u>President</u> of FIDELITY L BANK, on behalf of the association. He/She is personally
known to me or produced	as identification.
	Z/IOXX
	Notary Public, State of Florida
	Print name:
	My Commission Expires:

SHEILA T. WRIGHT Notary Public, DeKalb County, Georgia My Commission Cyminae Inniany 21, 2

FIDELITY BANK, f/k/a FIDELITY

2436/20

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 signature

Witness #1 printed name

Newport Properties, LLC, a Florida limited liability company

Dallas Lee

Its Authorized Managing Member

Witness #2 signature

Rite Webar

Witness #2 printed name

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Dallas Lee, the Authorized Managing Member of Newport Properties, LLC, a Florida limited liability company, on behalf of the company, who is/are personally known to me has/have produced a valid driver's license(s) or has/have produced _______ as identification.

Notary Public

My Commission Expires:

(Notary Seal)



PREPARED BY, RECORD & RETURN TO:
CHRISTOPHER J. HURST, ESQUIRE
CHRISTOPHER J. HURST, P.A.
6540 SOUTHSTDE BOULEVARD, SUITE \$302
JACKSONVILLE, FLORIDA J2216

PAR'
Wester ANI

PARTIAL RELEASE OF MORTGAGE AND COLLATERAL DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS, that FIDELITY BANK, f/k/a FIDELITY NATIONAL BANK, ("Mortgagee"), the owner and holder of that certain mortgage deed executed by NEWPORT PROPERTIES, LLC, a Florida limited liability company, ("Mortgagor") to Fidelity National Bank, in the amount of \$927,000.00 dated February 8, 2002 and recorded in Official Records Volume 10366, page 486, of the current public records of Duval County, Florida and that UCC-1 Financing Statement recorded in Official Records Volume 10366, page 507, of the current public records of Duval County, Florida.

In consideration of the sum of TEN & NO/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, does hereby forever release, exonerate and discharge from the lien, operation, force and effect of said mortgage the following described property situate in Duval County, Florida, to-wit:

LOT 19, NEWPORT UNIT THREE, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 80, 80A THROUGH 80F, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PROVIDED, HOWEVER, that nothing herein contained shall be held or construed to release, exonerate or discharge any other property than that in this partial release specifically described, from any lien, operation, force and effect of said mortgage, nor from any rights, remedies or privileges of the owner thereof.

IN WITNESS WHEREOF, this partial release has been executed this 47th day of June,

Signed, sealed and delivered in the presence of:	FIDELITY BANK, f/k/a FIDELITY NATIONAL BANK
Print name: y Joan Postusad	By: X Benny (want) Print name: xBeverly Carawan
	Its Vice President President
Print name: A	Craig Dean-Bank Officer
COUNTY OF CDE KALB	
The foregoing instrument was acknown by	wledged before me this 1,7th day of June, 2004, the A Vice President of FIDELITY
BANK, f/k/a FIDELITY NATIONAL BAN	ik, on behalf of the association. He/She is personally
known to me or produced	as identification.
Doct 2004213209 Book: 11902 Pape: 1957 Filed & Recorded B6/29/2004 88:44:86 AM JIM FILES	Notary Public, State of Floatia Print name: My Commission Expires:
CLERK CIRCUIT COURT NUMBL COUNTY RECORDING \$ 5.00 TRUST FUND \$ 1.00 RET ADDITIONAL \$ 4.00	Notary Freely County Committee

24.392

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 signature

Witness #1 printed name

Newport Properties, LLC, a Florida limited liability company

By: Dallas Lee

Its Authorized Managing Member

Witness #2 signature

Witness #2 printed name

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of May, 2004, by Dallas Lee, the Authorized Managing Member of Newport Properties, LLC, a Florida limited liability company, on behalf of the company, who is/are personally known to me, has/have produced a valid driver's license(s) or has/have produced as identification.

Notary Public

My Commission Expires:

(Notary Seal)



Poige N. Porter
AY COMMISSION # D0110243 EXPIRES
April 18, 2006
BUNDED THE TROY SAM BRUDENCE INC

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Grantor has set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1 signature

Witness #1 printed name

Newport Properties, LLC, a Florida limited liability company

By: _

Daties Lee
Its Authorized Managing Member

Witness #2 signature

Rutalle

Witness #2 printed name

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of May, 2004, by Dallas Lee, the Authorized Managing Member of Newport Properties, LLC, a Florida limited liability company, on behalf of the company who is/are personally known to me, has/have produced a valid driver's license(s) or has/have produced as identification.

Notary Public

My Commission Expires:

(Notary Seal)

) w

Polige N. Portion
4Y COMMISSION # DOTH0245 EXPIRES
April 18, 2006
BUMBO ROY FAMILIER PART PART

JACKSONVILLE FL 32218

Title D/T

RULL, DONALD A SEC 860 WOODBRIDGE HOLLOW RD. N. JACKSONVILLE FL 32218

Annual Reports

Report Year Filed Date

2008

04/04/2008

2009

02/03/2009

2010

02/23/2010

Document images

02/23/2010 -- ANNUAL REPORT

02/03/2009 - ANNUAL REPORT

04/04/2008 -- ANNUAL REPORT

07/09/2007 -- ANNUAL REPORT

11/17/2006 -- Reg. Agent Change

04/21/2006 - ANNUAL REPORT

04/29/2005 -- ANNUAL REPORT

04/08/2004 -- ANNUAL REPORT

02/27/2003 - Domestic Non-Profit

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TO:

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Tallahasseo, FL 32301

2661 Executive Center Circle

COVER LETTER

SUBJECT: NEWPORT UNIT THRE	EE HOMEOWNERS ASSOCIATION, INC
DOCUMENT NUMBER: N03000001756	
The enclosed Statement of Change of Registered (Office/Agent and fee are submitted for filing
Please return all correspondence concerning this m	•
Glenn R. Layton	
(Name o	f Contact Person)
Newport Unit Three Hor	meowners Association, Inc.
5022 Gate Parkway, Suit	te 200 Address)
Jacksonville, Florida 3225 (City/Sta	6 te and Zip Code)
For further information concerning this matter, pla	sse cáll:
P. Susan Foster	at (904) 641-8401
(Name of Contact Person)	(Arus Code & Daytime Telephone Number)
Enclosed is a \$35.00 check made payable to the De	epartment of State.
Malling Address: Amendment Section	Street Address: Amendment Section

Division of Corporations

Tallahassee, FL 32314

P.O. Box 6327

NO3000001756

Florida Department of State

Division of Corporations Public Access System

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Division of Corporations

Fex. Number

: (850)205-0361

From:

Account Hame

: YOUR CAPITAL COMMECTION, INC.

Account Number : 120000000257 Phone

: (#50)224-8870

Fax Mumber

: (850)224-7047

FLORIDA NON-PROFIT CORPORATION

NEWPORT UNIT THREE HOMEOWNERS ASSOCIATION, INC.

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