

Prepared by and return to:
Linda R. Aycock, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

**SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CEDAR GLEN**

THIS SUPPLEMENTAL DECLARATION is made this 7th day of February 2007, by
KB HOME JACKSONVILLE, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant subjected certain lands to the terms and conditions of the Declaration of Covenants and Restrictions for Cedar Glenn recorded in the Official Records Book 13042, page 2209 of the current public records of Duval County, Florida ("Declaration").

B. Cedar Glen Unit 2, according to Plat Book 60, page 182 is adjacent to Cedar Glen Unit 1 and contains 90 lots.

C. Pursuant to Section 3.2 of the Declaration, Declarant is authorized to subject other lands to terms and conditions of the Declaration by recording Supplementary Declarations.

D. Declarant desires to subject and designate the additional lots within the Cedar Glen Unit 2 to the Declaration by recording this Supplementary Declaration and to designate additional common areas.

E. Further after the Declaration was recorded, the Developer discovered that an error had occurred in recording the Declaration in that the last three pages of the recording for this development in Duval County had been inadvertently exchanged with the last three pages of a recording for another development in St. Johns County and vice-versa.

F. Developer desires to correct this recording error through this Supplemental Declaration for Cedar Glen by recording the correct last three pages for the Declaration (being the last two pages of Exhibit C and Exhibit D).

NOW THEREFORE, in consideration of the aforementioned premises the Declarant hereby declare as follows:

1. All Recitals are true and correct.
2. The defined terms contained in the Declaration shall have the same meaning when used in this Supplemental Declaration.
3. All of the Lots in Cedar Glen Unit 2, according to Plat in Plat Book 60, page 182, Duval County records are and shall be subject to all terms and conditions of the Declaration and all Owners of Lots within the Property shall be bound by all such terms and conditions and shall have all benefits, rights and obligations set forth herein. All Owners of Lots in the Property shall also be members of the Association.

4. Attached to this amendment are the correct last three pages for Cedar Glen, being the last two pages of Exhibit C (Bylaws) and Exhibit D for Cedar Glen. The attached pages are hereby substituted for the last three pages attached to the Declaration and recorded in Book 13042, at pages 2271, 2272, and 2273, in the Duval County, Florida records.

5. This Supplemental Declaration does not affect the rights of any Owner because the Developer has the right to designate or withdraw Common Areas from the Declaration, this Supplemental Declaration corrects a clerical recording error, and the Developer is designating the correct Common Areas for Cedar Glen.


6. Except as set forth herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, The undersigned have executed this Supplemental Declaration as of the date first above written.


Signed, sealed and delivered
in the presence of:

“Declarant”

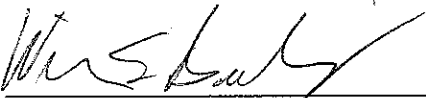
KB HOME JACKSONVILLE, LLC, a
Delaware limited liability company



Print Name: V. E. HUEY

By: 

Name: James Hissam
Title: Director of Land



Print Name: WILLIAM E. BUCKLEY

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of February, 2007, by James Hissam, the Director of Land of KB HOME JACKSONVILLE, a Delaware limited liability company, on behalf of the company. He is personally known to me or who has produced as identification.

Caroline E Pearlmuttr

Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

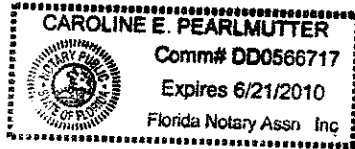


Exhibit A DISCLOSURE

A PROSPECTIVE PARCEL OWNER IN A COMMUNITY MUST BE presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY FOR CEDAR GLEN

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ ____ PER ____ . YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ ____ PER ____ .
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ ____ PER ____ .
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER: _____

PURCHASER: _____

The disclosure must be supplied by the developer, or by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

EXHIBIT D

COMMON AREA

The developer hereby designates all of the following tracts in Cedar Glen Unit One, according to plat in Plat Book 60, page 90, Duval County records, as Common Areas for the intended use, enjoyment, and maintenance by Cedar Glen Homeowners Association, Inc., a Florida not for profit corporation:

Tract A - Wetland Tract

Tract B - Open Space

Tract D, E, and L - Lake/Stormwater Management facility

Tract F - Upland Buffer

Tract G - Landscape Buffer

Tracts H, I, J and K - Landscape Buffer and Easement