

## OFFICIAL RECORDS

DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
SOUTHERN LANDING AT INDIAN SPRINGS

THIS DECLARATION is made on the date hereinafter set forth by RADNOR/JACKSONVILLE CORPORATION, a Delaware corporation ("Declarant").

## WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof ("Property").

WHEREAS, Declarant desires to provide for the orderly development of the Property so as to promote the well being of the residents thereupon and value of the Property.

WHEREAS, Declarant has determined to create a not-for-profit corporation with specified maintenance obligations in connection with the operation of the Property.

WHEREAS, it is contemplated that the development will be completed in several platted stages, the initial stage of which is designated as Southern Landing at Indian Springs Unit Three-A. Additional property more fully described on Exhibit B ("Additional Property") may be annexed by the Declarant, without consent of the Owners whose Lots may be subject to his Declaration or the consent of mortgagees holding mortgages on such Lots, within five (5) years of the date of recording of this Declaration pursuant to the provisions more fully set forth in Article VII hereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

## DEFINITIONS

Section 1. "Additional Property" shall mean and refer to the land more fully described on Exhibit B and any real property located adjacent to or contiguous with the Property or the land described on Exhibit B, which is owned by Declarant from time to time and annexed to this Declaration.

Section 2. "Association" shall mean and refer to the Southern Landing at Indian Springs Community Association, Inc., the not for profit corporation created for the purpose of performing certain duties in connection with the maintenance and operation of the Property and Common Area.

Section 3. "Common Area" shall mean all real property (including any improvements thereto) owned or conveyed by the Association or designated by the Declarant or Association to be maintained by the Association, which is for the common use and/or benefit of the Owners.

Section 4. "Building Plot" shall mean and refer to all or part of a platted Lot or Lots and may consist of one or more contiguous platted Lots or portions thereof upon which a Dwelling and other improvements are constructed.

Section 5. "Declarant" shall mean and refer to Radnor/Jacksonville Corporation, its successors and assigns.

Prepared by Billie Ann, Danner, Miller, Bradford, Connor & Little  
Return to: 1000 Independence Avenue, P.O. Box 41188, Jacksonville, Florida 32201

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Section 6. "Declaration" shall mean and refer to the Southern Landing at Indian Springs Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property as recorded in the public records of Duval County, Florida and amended from time to time.

Section 7. "Dwelling" shall mean and refer to one single family detached unit constructed on a Building Plot or Lot together with appurtenances approved hereunder.

Section 8. "Lot" shall mean and refer to any unimproved plot of land shown upon any recorded subdivision plat of the Property.

Section 9. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration or Federal Housing Administration and/or a purchaser or guarantor of such mortgages in the secondary market including without limitation, Federal National Mortgage Association and Government National Mortgage Association; and the Declarant if it is holding a first mortgage on any portion of the Property.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Building Plot which is located within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements, the title of which are reserved by the Declarant or its assignees,) and such additions to the Property as may hereafter be brought within the jurisdiction of the Association by annexation of such parcel of land pursuant to the provisions of Article VII.

ARTICLE II

OWNERS EASEMENTS OF ENJOYMENT

Section 1. General Easement. Every Owner shall have a right and easement of ingress, egress and enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting right and right to use the recreational facilities within the Common Area by an Owner, for any period during which any Assessment against his Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority of utility, for such purpose and subject to such conditions as may be deemed necessary or convenient. No such deed or transfer shall be effective unless an instrument agreeing to such deed or transfer has been recorded.

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Section 2. Use Agreement. It is hereby acknowledged that the Developer, on behalf of itself and the Association has entered into a Use, Access and Maintenance Agreement recorded in Official Records Volume \_\_\_\_\_, page \_\_\_\_\_ of the public records of Duval County, Florida ("Use Agreement"). Pursuant to the foregoing Use Agreement with the Indian Springs Community Association, Inc. [the not-for-profit association maintaining Indian Springs Units One, Two-A, Two-B, Two-C, Two-D, Two-E and Two-F ("Indian Springs")] the Associations agree to pay a certain pro rata share of the cost of maintaining certain Common Areas owned by each Association in return for a mutual perpetual non-exclusive easement for ingress, egress and enjoyment over their respective Common Areas. The rights, burdens, obligations and privileges set forth therein are binding upon the Lots and Owners as if they were set forth in full herein.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the provisions of this Declaration, the Articles and Bylaws of the Association, his right of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property.

## ARTICLE III

## MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to this Declaration.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot, provided that in the case of a Building Plot the vote assigned to any Lot which is divided shall be likewise divided among the Owners thereof.

CLASS B - The Class B member shall be the Declarant which shall be entitled to three votes for each Lot within the Property or proposed Lot within the Additional Property owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- a) When total votes outstanding in Class A memberships equals the total votes outstanding in Class B memberships.
- b) Ten (10) years from the recording of this Declaration.
- c) At such earlier time as Declarant, in its sole discretion, determines.

## ARTICLE IV

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

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expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments including, without limitation, special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. (The annual and special assessments may be jointly referred herein as "Assessments"). Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot or Building Plot and shall be a continuing lien upon the Lot or Building Plot against which each such Assessment is made. Each such Assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the Owner who was the Owner of such Lot or Building Plot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners, for the improvement and maintenance of the Common Area and for the payment of maintenance costs of any other obligations of the Association hereunder, and to pay the pro rata share of the Association under the Use Agreement.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment shall be \$ 75.00 per Lot, plus a pro rata share of the Association's obligation under the Use Agreement as such amount varies under the provisions of the Use Agreement.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment of the Association may be increased each year but not more than 5% above the maximum Assessment for the previous year without a vote of the Owners.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment of the Association may be increased more than 5% by approval by a vote of two-thirds of the Owners owning Lots, if such Owners are voting in person or by proxy, at a meeting duly called for such purpose and for so long as the Declarant is a Class B member, approved by the Declarant.

c) The Board of Directors of the Association shall fix the Annual Assessment at amounts not in excess of the maximum.

Section 4. Assessment for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property related thereto; provided that any such Special Assessment shall have the approval by a vote of two-thirds of the Owners owning Lots, if such Owners are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies

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entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments as described in Sections 4 and 9 must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis as determined by the Board of Directors. The Assessment against any Building Plot shall be equal to the Assessment per Lot times the number of Lots contained in the Building Plot.

Section 7. Date of Commencement of Annual Assessments. Subject to the provisions of Section 12, the Annual Assessments provided for herein shall commence as to Owners at such time as the Dwelling is completed on such Lot or Building Plot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject to the Assessment. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance, provided no payment will be excused upon the failure of Association to give notice thereof.

Section 8. Special Assessments for Failure to Comply. In the event that an Owner, or his tenant, fails to perform the maintenance obligations set forth herein or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, ~~his tenant or invitee~~ damages the Common Area, the Association shall give written notice to the Owner of the failure of compliance, damage or violation and the Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. If Owner fails to comply then in such event, the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special Assessment. In the event of dispute during this process, the Owner may request a hearing and a hearing with the Board shall be held within ten (10) days from the request. The foregoing Special Assessment shall be exempt from the provisions of Sections 5 and 6 of this Article.

Section 9. Special Assessments for "Emergency". The Association may levy a Special Assessment at any time by a majority vote of the Board of Directors of the Association for the purpose of defraying, in whole or in part, the cost of any unusual emergency or unbudgeted matters that affect the Common Area which shall be payable at the time and in the manner specified by the Board.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within 30 days after the due date shall bear interest from the due date at the highest rate permitted by law or the highest rate then permitted by the Veteran's Administration or Federal Housing Administration whichever is the greater. The Association may bring an action at law against the Owner who is personally

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obligated to pay the same, or foreclose the lien against the Lot(s) involved, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

Section 11. Subordination of the Lien to Mortgages.

The lien for the Assessments provided for herein shall be subordinate to the lien of Mortgagee. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Declarant Assessment.

Declarant shall not be obligated to pay Assessments for any Lot it owns within the Property for any period of time during which the Declarant shall fund any deficit in the operating expenses of the Association to the extent that such operating deficits occur during such period. The Declarant shall have no obligation to fund any reserve accounts or deficits in such amounts during the time it is funding any deficit in the operating expenses. At such time as Declarant may elect to pay the Annual Assessment allocated to the Lots owned by it, its obligation to fund the deficit in operating expenses shall terminate. Declarant, for so long as it owns a Lot subject to this Declaration, may make the election to fund the deficit in operating expenses, or pay the full Annual Assessment for each Lot it owns as it may determine, solely at its discretion.

Declarant may also grant an exemption from payment of Annual Assessments any person or entity who obtains title to two or more Lots for the purpose of development, which exemption shall terminate upon completion of a Dwelling or two years from the date of conveyance, whichever shall first occur.

The Declarant shall be exempt from the payment of any Special Assessment unless the Declarant approves the levy thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General Provisions.

For the purposes of insuring the development of the Property as a residential area of the highest quality and standards and in order that all improvements on each Lot or Building Plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Declarant reserves the exclusive power, right and discretion to control all of the Dwellings, structures and other improvements on the Property in the manner and to the extent set forth herein. No Dwelling, other building, fence, wall, sign, site paving, grading, parking area, building addition, screen enclosure, sewer drain, disposal system, decorative storage building, landscaping, landscaping device, or exterior lighting plan or any other type of improvement ("Proposed Improvement"), other than those erected by the Declarant, shall be commenced, erected, modified, added to or maintained upon the Property, nor shall any exterior addition or change or alteration to a Proposed Improvement be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the declarant as to harmony of external design, location in relation to surrounding structures and topography in the manner hereinafter set forth.

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Section 2. Submission and Approval of Plans. Prior to commencement of any Proposed Improvement on any Lot or Building Plot within the Property, the person or entity intending to make such Proposed Improvement shall submit two (2) complete sets of all plans and specifications for such Proposed Improvement to Declarant. The Declarant may also require submission of samples of building materials and colors proposed to be used for any Proposed Improvement and may require such additional information as reasonably may be necessary for the Declarant to completely evaluate the Proposed Improvement in accordance with the Declaration and such other criteria as it shall deem relevant.

The Declarant shall approve or disapprove any Proposed Improvement or change or modification thereto. If the Declarant approves such Proposed Improvement, the Declarant shall sign the copies of the approved plans and specifications and return one set to the person or entity intending to make such Proposed Improvement. If the Declarant disapproves the Proposed Improvement, the Declarant shall specify in writing the objections thereto and Owner or other entity submitting plans may re-submit revised plans. Provided, however, the evaluation undertaken by the Declarant relates to matters of judgment and taste which cannot be reduced to a simple list of measureable criteria. It is possible therefore that a submission to the Declarant might meet individual criteria delineated in this Declaration and still not receive approval, if, in the sole judgment of the Declarant, the overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Declarant to approve applications involving similar designs for Proposed Improvements pertaining to different Lots or Building Plots. If the Declarant fails to approve or disapprove a Proposed Improvement within thirty (30) days after submission of all required and necessary information, then the Proposed Improvement shall be deemed approved, except that in no event shall a Proposed Improvement which does not comply with the provisions hereof be deemed approved.

If any Proposed Improvement or existing improvement shall be changed, modified or altered without prior approval of the Declarant, then the Owner shall, upon demand, cause the improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Declarant, and such Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Declarant in connection with obtaining the Owner's compliance therewith.

An easement is hereby reserved by the Declarant to enter upon any Lot or Building Plot upon which a Dwelling or other improvement is located which is not in compliance with the approved plans and specifications, or is being used in contravention of the permitted uses herein, to remedy or correct the violation, if the Owner of the Lot or Building Plot in violation fails to correct such violation within ten (10) days of receipt of notice thereof by Declarant.

Once a Proposed Improvement is approved, the Owner shall immediately commence such Proposed Improvement and shall diligently proceed with construction until completion.

Section 3. Liability for Proposed Improvements. Any Owner making or causing to be made any Proposed Improvement to the Property, a Lot or Building Plot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, to hold the Declarant, the Association and all other Owners harmless from any liability or damage to the Property, the Lot, the Building

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Plot or to persons resulting therefrom and from expenses arising in connection with the Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement upon installation thereof and for its compliance with any governmental codes, rules or regulations. The approval by the Declarant hereunder may be based solely upon aesthetic considerations and neither the Declarant, nor its successors or assigns, shall be deemed or construed to be liable in any manner in the event that the Proposed Improvement is found to be unsuitable for its intended purpose or otherwise defective.

Section 4. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a Proposed Improvement has been erected, or the construction thereof is substantially advanced in such a manner that some portion of the Proposed Improvement encroaches upon any easement area, building restriction or set back line, the Declarant reserves the right to release the Lot from the encroachment without the consent or joinder of any Owner or its mortgagee.

Section 5. Architectural Planning Criteria. The following Architectural Planning Criteria shall apply to any Proposed Improvements on the Property. Any requirements contained in the following provisions requiring approval by the Declarant shall not be construed to in any manner limit the Declarant's review rights as generally set forth in Sections 1 and 2 of this Article. The following list is not comprehensive and may be modified as deemed necessary and reasonable by the Declarant.

(a) Lot Size and Building Restriction Lines. As to the Lots or Building Plots contained within the Property, the Dwellings shall be sited so as to promote the view from all Dwellings and to promote privacy. No Dwelling shall be constructed within twenty (20) feet from the front lot line on Lots which are zoned RS-F nor within twenty-five (25) feet from the front lot line for Lots zoned RS-D.

No Lot or Building Plot shall be divided or resubdivided by any entity or person, other than Declarant, into a smaller Lot without the consent of the Declarant, which consent may be withheld for any reason. Provided, however, that a Lot may be resubdivided by the Declarant for the purposes of a road. A Dwelling may be constructed on one platted Lot or on a Building Plot. If a combination of Lots is used as a Building Plot, the building restriction lines hereinbefore provided shall apply only to the exterior side boundary lines of the Building Plot. The foregoing prohibition shall not be construed to prohibit corrective deeds or other corrective instruments as may be required from time to time to correct any conveyance of Lots.

(b) Building Height. No Dwelling constructed on any Lot or Building Plot shall be more than two and one-half stories or thirty-five (35) feet from the normal elevation of the ground.

(c) Required Square Footage. No one story residence, one and one-half story residence, split level residence nor two story residence shall be erected or allowed to remain on any Lot or Building Plot unless the total floor area of all floors, exclusive of screened or unscreened porches and garages, shall equal or exceed square feet for Lots \_\_\_\_\_.

(d) Detached/Utility Buildings/Garages. No detached outbuildings, as hereinafter defined, shall be erected

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or allowed to remain on any part of a Lot or Building Plot without the prior approval of the Declarant obtained in the manner hereinbefore set forth. The term "detached outbuilding" as used herein includes, garage, carport, quarters for domestic servants, laundry room, tool or workshop, hot house, greenhouse, guest house, children's playhouse, summerhouse, gazebo or any other structure which extends more than three feet above the normal surface of the ground and which is detached from the Dwelling.

(e) Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or Building Plot or affixed in any manner to the exterior of any Dwelling or improvement on a Lot or Building Plot.

(f) Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot or Building ~~Plot~~ unless approved by the Declarant.

(g) Landscaping. An initial basic landscaping plan for each Lot or Building Plot, including a list of materials, the type and number of plant species and a graphic depiction of their approximate location must be submitted to and approved by the Declarant at the time of submission for the Proposed Improvements for such Lot or Building Plot. The Declarant may specify minimum initial expenditure for landscaping of Lots or Building Plots, which may vary on the basis of use and location. The Declarant may also require or prohibit specific plants, and may vary such requirements or prohibitions on the basis of Lot or Building Plot use or location. No stone, gravel or concrete shall be used as a lawn except in an incidental and decorative manner.

(h) Signs. No signs, except for one "For Sale" or "For Rent" sign which may be no greater than 3 square feet, may be placed on any Lot. The Declarant may enter upon a Lot and remove any signs which are not in compliance herewith and such entry shall not be deemed a trespass. Provided, however, such restrictions for signage shall not apply to the Declarant or its designees during the period of sales and construction.

(i) Games and Play Structures. All play structures, including basketball backboards, and any platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be located in the rear of any Lot or Building Plot, which structure must have prior approval of the Declarant. It is specifically acknowledged that in reviewing such plans for any raised structure, the Declarant shall assure that any use of such raised structure does not result in violation of the privacy of adjacent Owners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

(j) Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot or Building Plot is subject to the approval of the Declarant. The Declarant will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. In no event and for no purpose shall chain link fencing be installed on any Lot. Without limiting any other provision or requirement hereof, the type and location of fences which are or may obstruct the sight lines at intersections and/or sight lines with respect to lakes shall be reviewed to assure that views of Lot Owners are protected to the extent possible.

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(k) Garbage and Trash Containers. No Lot or Building Plot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb.

(l) Temporary Structures. Unless first approved in writing by the Declarant, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently, except that a Lot may be used by Declarant or its designee as a sales office, construction office or model during the development of the Property or Additional Property by Declarant or its designee.

(m) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Building Plot without the approval of the Declarant as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Dwellings, each Owner, on the request of the Declarant, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Dwellings.

(n) Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

(o) Utility Connections. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television, shall be underground from the Lot boundary connecting points to the Dwelling in such a manner to be acceptable to the governing utility authority. ~~All exterior lighting plans for Lots or Building Plots, including any modifications or changes to existing plans, shall be approved by the Declarant.~~

(p) Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property, and window or wall air conditioning units shall be prohibited. ~~All exterior components of the central air conditioning units shall be screened from sight from the street side of the Dwelling.~~

(q) Window Coverings. No reflective window coverings or treatments shall be permitted on any Dwelling or other building on the Property. The Declarant at its discretion, may control or prohibit such other window coverings and treatments in Dwellings which it deems are not reasonably compatible with aesthetic standards in the area of the Property.

(r) Garages. All dwellings shall have a garage at least 20 by 20 feet for storage of two cars. All garage doors shall be kept closed except when vehicles are entering or exiting. Owners may enclose garages and incorporate them into the Dwelling if the plan therefor is approved by the Declarant. Such plan must provide that the garage doors remain in place and no Owner, after making such modification shall be permitted to park its automobile so that the sidewalks are blocked. The foregoing restrictions do not apply to model homes.

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(s) Exterior Clothes Drying. No clothesline or similar devices shall be erected or installed on any Lot or Building Plot for the purposes of drying clothes or other items, unless temporary in nature, which lines shall be removed upon completion of drying and which are screened from view in a manner approved by the Declarant.

(t) Swimming Pools and Decks. No above ground swimming pools shall be permitted and no pool screening or decks shall be closer than five (5) feet to the boundary line of any Lot or Building Plot.

(u) Outdoor Storage. Any fuel tanks, gas or electric meters or other materials, supplies and equipment which are stored outside must be placed or stored in such a way to conceal them from view from the roadways or adjacent Lots. Any such visual barrier may consist of, either fencing, landscaping or planting approved as provided herein.

Section 6. Declarant's Reserved Rights. Notwithstanding another provision hereof, the rights reserved hereunder by the Declarant for architectural review shall be retained by the Declarant for so long as it owns a Lot subject to this Declaration or until the Declarant assigns the rights contained herein by specific reference. If not previously assigned to another person or entity owning a Lot, then at such time as the Declarant no longer owns a Lot subject to this Declaration the rights of architectural review shall vest in the Association.

## ARTICLE VI.

## USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Dwelling, Lots and Building Plots, the use of the Property shall in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Residential Uses. Lots and Building Plots shall be used for residential living purposes and for no other purpose, and no business or commercial use may take place on any Lot or Building Plot and no business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing use may be carried on any Lot, Building Plot or on the Property. No Dwelling or other improvement situate on any Lot or Building Plot shall be rented or leased separately from the rental or lease of entire Lot or Building Plot and no part of any such Dwelling shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient uses. All leases shall be for a term of at least (6) months. No duplex residence, garage apartment or apartment house may be erected or allowed to be maintained on any Lot Building Plot within the Property.

Section 2. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any of the Property nor shall anything be done or maintained on any Lot or Building Plot which may be or become a nuisance, source of embarrassment, discomfort or annoyance to the Owners within the Property. No fires for burning leaves or clippings shall be permitted on any part of the Property. No use shall be made of any Lot or Building Plot which will result in an increase in insurance rates for such Lot or Building or any other Lots or Building Plots.

In addition, in the event of damage or destruction due to fire or other casualty, the Owner of the Lot or Building

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Plot sustaining such damage or destruction shall repair or rebuild the Dwelling or improvements so damaged to their condition prior to such damage or destruction, commencing such repair or restoration within sixty (60) days after the damage or destruction. If the Owner elects not to restore or rebuild the Dwelling or improvements, all debris shall be removed from the Lot or Building Plot and the Lot or Building Plot shall be leveled and maintained in a clean and sanitary condition.

Section 3. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two, three or four wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives within the Property.

Section 4. Noise. Exterior noise, and noise emanating from within Dwellings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained at such volume that the noise is not audible beyond the boundaries of the Lot or Building Plot from 11:00 p.m. until 7:00 a.m.

Section 5. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, oil refining, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 6. Parking. Except for the occupant's private automobile bearing no commercial signs, no wheeled vehicles of any kind, boats or similar objects may be kept or parked between the paved road and the Dwelling except as hereinafter provided. Such vehicles may be kept completely inside a garage attached to the Dwelling or within the rear yard within an approved screen enclosure. Private automobiles of guests of the occupants may be parked in driveways and other vehicles may be parked in such driveways during the time necessary for pick up and delivery services. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any Lot. No overnight parking on street shall be permitted.

Section 7. Lawful Use. No immoral, improper or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 8. Water System. The central water supply system provided for the service of the Property shall be used as the sole source of potable water spigots and outlets located within or on all Dwellings or improvement on Lots or Building Plots. Each Owner shall pay water meter charges of the supplier thereof, and shall maintain and repair all lateral portions of such water lines located within the boundaries of such Owner's Lot or Building Plot. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Plot. Properly permitted wells may be used to provide water for irrigation only. No water from air conditioning systems or swimming pools shall be discharged into any lake or marsh.

Section 9. Sewer System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot or Building Plot and the Dwellings and improvements thereon. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of its Lot or Building Plot and shall pay, when due,

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the periodic charges or rates for the furnishing of such sewage collection system of the supplier thereof. No sewage shall be discharged onto the open ground or into any marsh lake, pond, park or ravine, and no septic tanks or drain fields shall be placed or allowed within the Property.

Section 10. Sight Distance at Intersection. The Declarant or Association shall have the right, but not the obligation, to remove or to require the removal of any fence, wall, hedge, shrub, tree, bush or other thing, natural or artificial, placed or located upon any Lot or Building Plot if the location of same will, in the sole judgment and opinion of the Declarant or the Association, obstruct the vision of the motorist upon any street.

Section 11. No Overhead Wires. All telephone, electrical and other utility lines and connections between the main utility lines and the Dwelling or other approved structures on the Lot or Building Plot shall be concealed and located underground so as not to be visible. Electrical service is provided by the City of Jacksonville, through underground primary service lines running to transformers which are located above ground. The Declarant has provided an underground conduit to serve each Lot extending from the point of applicable transformer to a point at or near the Lot line, such conduit shall be and remain the property of the Owner. Each Owner requiring original or additional electrical service shall be responsible to complete at such Owner's expense the secondary electrical service conduit, wires (including those in the conduit provided by the Declarant), conductors and other electrical facilities from the point of the applicable transformer to the Dwelling or other approved structure on the Lot. The Owner, from time to time, shall be responsible for all maintenance, operation, safety, repair, and replacement of the entire secondary electrical system extending from the applicable transformer to the Dwelling or other building on his Lot.

Section 12. Temporary Facilities. No shed, trailer, tent or other temporary or movable buildings or structures of any kind shall be erected or permitted to remain on any Lot. However, this provision shall not prevent the erection of a temporary dwelling and other buildings during the period of actual construction of the main Dwelling and other buildings hereunder, nor the use of adequate sanitary facilities for workmen during construction. Likewise, any contractor or salesperson may maintain a trailer or portable construction trailer of attractive design on any Lot used in connection with the construction or sale of houses being built on the Property or Additional Property

Section 13. Pets. Not more than two dogs or two cats or four birds (excluding parrots) or four rabbits may be kept on a Lot or Building Plot for the pleasure and use of the occupants but not for any commercial or breeding purpose. If the permitted pets become dangerous or an annoyance or nuisance on the Property, they may not thereafter be kept on the Lot. Birds and rabbits shall be caged at all times.

Section 14. Additional Use Restrictions. The Declarant may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property or Additional Property annexed hereto and may waive or modify application of the foregoing use restrictions with respect to any Property or Additional Property as the Declarant in its sole discretion may deem appropriate.

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## ARTICLE VII

## ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, until five (5) years from the date of recording this Declaration, from time to time, and in its sole discretion, to annex to the Property and to subject to the terms of this Declaration all or part of the Additional Property.

Section 2. Supplemental Declarations. Any such additions to the Property authorized above may be made by filing of record of one or more supplemental declarations. With respect to any Additional Property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant and shall contain a statement that the real property that is the subject of the supplemental declaration is to be deemed a part of the Property subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Duval County, Florida.

Section 3. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration. In the event that the Additional Property is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the Additional Property.

Section 4. Additional Covenants. Declarant may, as the Property is developed and offered for sale, subject portions thereof to specific covenants and restrictions which apply only to each portion as defined and described in such Supplemental Declaration.

## ARTICLE VIII

## EASEMENTS

Section 1. Easements. The Declarant hereby reserves unto itself a perpetual alienable and releaseable privilege and right on, and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities including without limitation cable television on, in or over a 7.5 foot strip of the back and side of each Lot. The said Declarant shall have the unrestricted right and power of alienating, conveying or releasing such easements. The Owners of Lots subject to the foregoing described easements shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over, or under the land subject to the easements. In the case of a Building Plot, the side line easements shall be deemed to exist on the exterior side lot lines of the Building Plot.

Within the aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage easements.

Section 2. Entry Easement. In the event that the Owner fails to maintain a Lot or Building Plot, the exterior

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of the Dwellings or improvements upon any Lot or any portion of the Property for which it is responsible as required herein or in the event of emergency, the Declarant or Association shall have the right to enter onto the Lot or Building Plot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and upkeep of the Property. Except in the case of an emergency, such entry shall take place only after written notice is given to the Owner. Entry onto the Lot or Building Plot as provided herein shall not be deemed a trespass and neither the Declarant nor the Association shall be liable for any damage so created unless such damage is caused by the Declarant's or Association's willful misconduct or gross negligence.

## ARTICLE IX

## LAKE AND DRAINAGE RIGHTS AND EASEMENTS

Section 1. Common Area. A portion of the Common Area which will be maintained by the Association consists of certain lakes or retention ponds which constitute a part of the overall drainage system for the Property, which lakes may contain devices or drains to control flow of water and may contain islands or other visual amenities which are jointly referred to as "lakes". The bottom of any such lakes subjected to this Declaration may be conveyed to an individual Owner, or to the Association provided however, for so long as the Declarant or its assignee is selling or constructing improvements on the Property, the Declarant or its designee and the Association are hereby granted an easement in and over any Lot and lake for further construction or maintenance as such is deemed by Declarant or Association to be necessary or convenient.

Provided further, the City of Jacksonville has been or may be granted perpetual drainage easements through each of the lakes within the Property for use and maintenance as an outfall for storm water drainage. The Declarant hereby reserves for the benefit of the City of Jacksonville a non-exclusive perpetual easement for ingress and egress over the Property for the purpose of maintaining, inspecting or repairing the drainage easements so held by the City of Jacksonville.

Section 2. Maintenance of Lake Embankments and Lake Bottoms. The Association shall maintain the waters of the lake and any drainage devices contained therein as well as the lake bottom in a clean and sanitary condition in compliance with all health and environmental rules and regulations. The Owners of the Lots adjacent to the lakes shall maintain the embankment above the water line and such maintenance shall be conducted so that the grass, planting or other natural support of the embankment shall be maintained in a clean and safe manner and so as to prevent erosion. Provided, however, as to Lots 93, 97 - 101, the Owner is not responsible for maintenance of the lake embankment on the North boundary of the Lot as the Owners of the Lots adjacent to the North boundary of the lake are required to maintain the lake embankment pursuant to an easement agreement. Any drainage easement located on any Lot shall be maintained by the Owner of the Lot subject to the right but not the obligation of the Association to perform such maintenance as may be necessary to assure proper drainage throughout the septim.

Section 3. Improvements on Lake. In the event that Declarant, Association, or person, or entity designated or permitted by the Declarant, shall construct any bridges, docks or other improvements which may extend over or into lakes or construct any bulkheads or similar improvements to support or enhance the lakes, the Owner of the Lot on which such improvement

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is constructed shall maintain any and all improvements in good repair and condition, unless such improvement is constructed for the use and benefit of more than one Owner and in such event, the Association shall maintain the improvement.

Section 4. Indemnification. It is specifically acknowledged that pursuant to the terms of the Adoption and Declaration of the plat of the Property, the Declarant, as owner of the Property, agreed to indemnify and hold the City of Jacksonville harmless from suits, actions, damages, liability and expense in connection with any loss of life, bodily or personal injury, property damage or other damage arising from or out of any occurrence in connection with, or from such lakes. In addition, the Declarant has constructed and installed the stormwater drainage system which incorporates the lakes to be in compliance with the requirements of other governmental authorities, including without limitation the St. Johns River Water Management District, the Department of Environmental Regulation and the U. S. Army Corps of Engineers. Upon completion of the construction or installation of such drainage system or the lakes, the Association shall ipso facto assume all rights and obligations hereunder and pursuant to the plat and shall indemnify the Declarant and hold it harmless from any loss, claim or damage the Declarant may incur as a result of the Declarant's indemnification of the City of Jacksonville under the plat and shall assume all responsibility for assuring the compliance of the lakes with any change or modification by the governmental agencies with jurisdiction thereover. Except as provided herein and in the plat, all other maintenance or drainage easements on the plat shall be the responsibility of the Owner of the Lot.

Section 5. Use Restrictions and Covenants. In connection with the use of any lakes, the following restrictions shall apply:

a. No motorized or power boats shall be permitted on any lakes with the exception of boats used for maintenance thereof.

b. No bottles, trash, cans or garbage of any kind or description shall be placed in any lakes.

c. No activity shall be permitted on any lakes which may become an annoyance or nuisance to the adjacent Lots and the Owners thereof. The Declarant's or Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

d. No person or entity, except Declarant or the Association, shall have the right to pump into or out of the lakes, water for the purpose of irrigation or other use.

e. Any lakes within the Property shall not be used in conjunction with any business enterprise or public use whatsoever.

f. Only Owners shall be permitted to fish in the lakes and only from their own Lot or Building Plot.

g. No swimming shall be permitted in any lake.

## ARTICLE X

## MAINTENANCE OBLIGATIONS

Section 1. Association Responsibility. In addition to all other obligations as set forth herein, the Association shall

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maintain, repair, and restore all the Common Area including without limitation, maintenance, repair and replacement of all landscaping, structures, and improvements thereupon. In addition, the Association may assume the maintenance responsibilities set forth in any amendment or supplemental declaration affecting all or part of the Property.

Section 2. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly shall be permitted to grow or remain upon any Lot or Plot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or Building Plot. The Owner shall maintain the exterior of the Dwelling and all improvements, including all landscape on Owner's Lot or Building Plot in good and workmanlike manner, and shall present a neat and clean appearance. In the event that any Owner fails or refuses to keep his Lot or Building Plot free of weeds, underbrush, refuse piles, debris or other unsightly growths or objects, or to keep the Dwelling or other improvements, including all landscaping, in a good and workmanlike manner and in a neat and clean appearance, after giving written notice of the Declarant's or Association's intent to do so and the Owner's failure to act within ten (10) days from date of notice, the Declarant, the Association or their agents may enter upon the Lot or Building Plot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. The cost of such maintenance shall constitute a Special Assessment enforceable as provided above.

## ARTICLE XI

## ASSOCIATION RESPONSIBILITY

Section 1. General Provisions. Notwithstanding anything contained herein, in the Articles, Bylaws or rules and regulations of the Association or any other document governing or binding the Association (jointly referred to herein as "Association Documents"), neither the Declarant nor the Association shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including without limitation, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

Section 2. Specific Provisions. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

(b) Neither the Declarant nor the Association is empowered nor have they been created to act as an entity which enforces or insures compliance with the laws of the United States, the State of Florida, the County of Duval and/or any other jurisdiction or prevents tortious activities.

(c) The provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of such funds and not as creating a duty of the Association, or the Declarant, to protect or further the health, safety or welfare of any persons, even if such funds are used for such purposes.

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Section 3. Owner Covenant. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title to his Lot) and each other person or entity having an interest in or lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien or making use thereof) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article.

## ARTICLE XII

## MORTGAGEE RIGHTS

Section 1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of a Mortgagee and specifying the Lot upon which it holds a mortgage, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Area or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.

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

(d) Any proposed action of a material nature which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

Section 3. Audited Financial Statements. Upon written request of a Mortgagee, the Association shall obtain and deliver to a Mortgagee and any Owner an audited or reviewed financial statement for the preceding fiscal year.

## ARTICLE XIII

## GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner, 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 by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of Owners owning ninety-percent (90%) of the Lots subject to this Declaration, the Owners determine to terminate this Declaration.

Section 4. Amendment. The Declarant reserves and shall have the sole right to (a) amend this Declaration for so long as the Declaration is a Class B member; (b) to amend this Declaration for the purposes of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants herein contained; and (d) to release any Lot thereon from any part of the covenants and restrictions which have been violated (including without limitation violations of building restriction lines and provisions hereof relating thereto). In addition, this Declaration may be amended for any purpose during the first twenty (20) year period thereafter by an instrument signed by Owners owning ninety percent (90%) of the Lots and thereafter by an instrument signed by Owners owning seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 5. Declarant's Successors. So long as the Declarant owns any parcel of the Property or Additional Property, the Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, privileges, authority and reservation given to or reserved by the Declarant by any part or section of this Declaration either exclusively or non-exclusively. At such time as the Declarant or its successors and assigns no longer owns any Lots and there has been no assignment of Declarant's rights pursuant to this provision to any person or entity which still owns Lot(s), then the rights of the Declarant shall be deemed to be vested in the Association.

Section 6. Attorney's Fees. It is specifically acknowledged that in the event that any action is taken by any party authorized herein to enforce this Declaration, the prevailing party shall be entitled to receipt of its attorney's fees and court costs. Wherever in the Declaration there is a section providing for the payment of attorney's fees, such provision shall include attorney's fees incurred prior to, or during, any litigation of the matter or on appeal.

Section 7. VA/FHA Approval. For so long as there is Class B Membership and in the event that this subdivision is approved by the Veterans Administration ("VA") or the Federal Housing Administration ("FHA"), the following actions will require the prior approval of the VA and FHA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of Sept, 1989.

Signed, sealed and delivered  
in the presence of:

RADNOR/JACKSONVILLE  
CORPORATION

By: [Signature]

Its Vice President

[Signature]

Cathleen E. Wood

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this day of 10th, 1989, by John H. Moore the Vice President of Radnor/Jacksonville Corporation, a Delaware corporation authorized to do business in Florida, on behalf of the corporation.

Victoria C. Lee  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT 29, 1989  
BONDED THRU GENERAL IND. UND.

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EXHIBIT A

PROPERTY

All the land more fully described on the plat of Southern Landing at Indian Springs Unit Three-A, according to plat thereof recorded in Plat Book 44, pages 82, 82A and 82B of the current public records of Duval County, Florida.

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EXHIBIT B

ADDITIONAL PROPERTY

044504

FILED AND RECORDED  
IN PUBLIC RECORDS  
OF DICKINSON COUNTY FLA.

MAY 1 10 45 AM '89

RECORDED & INDEXED

*Theresa L. Smith*

CLERK OF CIRCUIT COURT

LCR EXHIBIT. IS