

Prepared By:  
Charles W. Brown Jr., Esq.  
Crabtree Law Group, P.A.  
8777 San Jose Blvd.,  
Building A, Suite 200  
Jacksonville, FL 32217

REVIVED  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS

[INDIAN SPRINGS]

THIS REVIVED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENT AND RESTRICTIONS, hereinafter referred to as the "Revived Declaration", is made on the date hereinafter set forth by INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, RADNOR/JACKSONVILLE CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant", was the owner of certain property in the City of Jacksonville, County of Duval, State of Florida, which is commonly known as the "Indian Springs Subdivision" as more particularly described in Exhibit "A" attached hereto;

WHEREAS, Declarant recorded a Declaration of Covenants, Conditions, Easements and Restrictions for Indian Springs in Official Records Volume 5022, page 133, of the current Public Records of Duval County, Florida, as re-recorded in Official Records Book 5492, page 316, of the current Public Records of Duval County, Florida, as corrected by that Corrective Declaration of Covenants, Conditions, Easements and Restrictions recorded in Official Records Book 5865, page 2014, of the current Public Records of Duval County, Florida, as amended by that Supplementary Declaration recorded in Official Records Book 5865, page 2017, of the current Public Records of Duval County, as amended by that Supplementary Declaration recorded in Official Records Book 6039, page 1027, of the current public Records of Duval County, Florida, hereinafter together referred to as the "Original Declaration".

WHEREAS, the Original Declaration has expired by operation of law pursuant to Section 712.04, Florida Statutes;

WHEREAS, the Organizing Committee for INDIAN SPRINGS COMMUNITY ASSOCIATION, Inc., consists of the following:

|                                                                                                          |                                                                                                     |                                                                                                   |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Susan Wheeler<br>2263 Eagles Nest Road<br>Jacksonville, Florida<br>President@ISCAjax.com<br>904-524-8204 | Crystal Scott<br>12748 Sekani Way<br>Jacksonville, Florida<br>Treasurer@ISCAjax.com<br>904-703-9283 | Sal Turso<br>2331 Eagles Nest Road<br>Jacksonville, Florida<br>Board1@ISCAjax.com<br>904-221-9955 |
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E. The organizing committee for INDIAN SPRINGS COMMUNITY ASSOCIATION, INC. does hereby submit the following Revived Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Indian Springs, pursuant to 720.403, Florida Statutes, as the “Revived Declaration”.

WHEREAS, Pursuant to Sections 712.403 through 712.407, Florida Statutes, an Organizing Committee caused each affected parcel owner within the Property to receive a copy of this Revived Declaration together with the Association’s existing Articles of Incorporation, the Association’s Bylaws, a graphic depiction of the Property to be governed by this Revived Declaration, and the legal description of all the parcels that are subject to the Revived Declaration.

WHEREAS, After receipt of the above-stated documentation, not less than the majority of the affected parcel owners within the Property agreed and consented in writing to the approval of the Revived Declaration.

NOW THEREFORE, the Association hereby declares that 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 real property and be binding on all parties having any right, title or interest in the described properties or ay part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

Section 1. "Association" shall mean and refer to Indian Springs Community Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is designated on the aforesaid Plat as Tracts A, B and C of Indian Springs Subdivision, Unit 1, and is more particularly described in Exhibit "B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the aforesaid recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to RANDOR/JACKSONVILLE CORPORATION, a Delaware corporation, and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE 2  
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 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 or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

### ARTICLE 3

#### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have 2 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- b) On December 31, 1985.

ARTICLE 4  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In the event there is more than one Owner of any given Lot, all Owners of such Lot shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to his (or their) successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be Thirty-Six Dollars (\$36.00) per Lot.

a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be

increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments 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 the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this 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 members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (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 (1/2) 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 must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. 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 the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum or at the maximum legal rate, whichever is higher. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 assessments 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 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization except from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to the dwelling use shall be exempt from said assessments.

## ARTICLE 5

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties; nor shall any exterior addition to or change or alteration of any structure be made; nor shall any radio or television aerial or

antenna or other exterior electronic or electrical equipment or device be installed on the Properties; nor shall any mail box, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties; nor shall any window air-conditioner be placed in any window facing a street; until the plans and specifications showing the nature, kind, shape, height and materials, and a plan showing the location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not be applicable to any such activity conducted by or on behalf of the Declarant.

## ARTICLE 6 USE RESTRICTIONS

Section 1. Land Use and Building Type. Unless approval in writing is given by Declarant prior to the cessation of Declarant's Class B membership in the Association, and except as authorized by Section 6 of this Article, (a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage; (b) no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars; and (c) no building situate on any Lot shall be rented or leased separately from the rental of the entire Lot; provided that nothing herein contained shall be construed to prevent Declarant from subjecting any Lot to a right of way for road purposes or to road or utility easements and, if a Lot is so burdened, the Declarant, subject to the approval of the Veteran's Administration and the United States Department of Housing and Urban Development, may elect not to apply the restriction herein, or some of them, to such Lot.

Section 2. Easements.

a) The Declarant hereby reserves an easement, privilege and right on, over and under the easements shown on the plat of INDIAN SPRINGS, UNIT ONE, to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities, (whether such easements are shown on said Plat to be for drainage, utilities or other purposes). The Declarant shall have the unrestricted right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owners of the lots subject to the privileges, rights and easements referred to in this paragraph 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 property which is subject to said privileges, rights and easements. In the event that any Lot in this Plat is subdivided then the side lot line will be deemed to have been moved according to its new dimensions and the former side line easement, as well as the side line restriction in Section 4, Article 7, will be deemed to follow on each side of the new lots thus created.

b) 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 utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

c) Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all streets, roads, drives, courts, lanes, ways and rights of way on the aforesaid recorded Plat. These easements shall be terminable in whole or in part by the Association upon the dedication to and acceptance by a local public authority or utility of the applicable easement area.

d) The Declarant hereby reserves an easement, privilege and right on, over and under an area seven (7) feet in width along the side lot line of each

Lot within the Properties abutting the retention areas designated as "lake" on the Plat of Indian Springs, Unit Two-A as recorded in Plat Book 39, page 89, of the current public records of Duval county, Florida and Unit Two-B as recorded in Plat Book 39, page 90, of the current public records of Duval County, Florida. The easement hereby reserved shall be for ingress and egress to the retention areas for the purpose of performance of such maintenance to the retention areas as may be necessary to maintain their proper drainage function and the proper function of drainage facilities which now or hereafter constitute Common Areas of the Association, in compliance with all permits, rules, regulations and laws of any governmental agencies having jurisdiction over such drainage facilities. The owners of all Lots abutting such retention areas shall maintain such retention areas so as to at all times maintain the proper drainage function of such retention areas.

e) The Declarant hereby further reserves an easement, privilege and right on, over and under an area seven (7) feet in width along the side and rear lot line of each Lot within the Properties abutting the retention areas designated as "lake" on the Plat of Indian Springs, Unit Two-C as recorded in Plat Book 41, page 27, Indian Springs Unit Two-D as recorded in Plat Book, 41, page 28, Indian Springs Unit Two-E, as recorded in Plat Book 41, page 29 and Indian springs Unit Two-F, as recorded in Plat Book 41, page 30, all of the current public records of Duval County, Florida. The easement hereby reserved shall be for ingress and egress to the retention areas for the purpose of performance of such maintenance to the retention areas and drainage structures located therein, as may be necessary to maintain their proper drainage function and the proper function of drainage facilities which now or hereafter constitute Common Areas of the Association or which are to become the responsibility of the Association, in compliance with all permits, rules, regulations and laws of any governmental agencies having jurisdiction over such drainage facilities. The owners of all Lots abutting such retention areas so as to at all times maintain the proper drainage function of such retention areas.

Section 3. Motorist's Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush or tree or other thing, natural or artificial, may be placed or located or maintained on any Lot, if the location of same will, in the sole

judgement and opinion of the Association, unreasonably obstruct the vision of the motorist upon any of the streets.

Section 4. Minimum Square Footage for any Principal Residence.

a) No residence which is the principal residence on a Lot shall be erected or allowed to remain on any of the following Lots in Indian Springs, Unit 1, unless the square footage or heated living area thereof, exclusive of porches, garages, storage rooms, shall equal or exceed 1,000 square feet:

LOTS 1 through 18, inclusive, Block 1; Lot 1, Block 2; Lots 1 through 8, inclusive, Block 4; and Lots 1, 2, and 3, Block 5.

b) As to all remaining Lots in INDIAN SPRINGS, UNIT 1, no residence which is the principal residence on a Lot shall be erected or allowed to remain on any of said Lots unless the minimum square footage shall equal or exceed 1,000 square feet, exclusive of porches, garages and storage rooms.

Section 5. Set Back for all Structures. No building shall be located on the following described Lots nearer than 25 feet to the front line, nor nearer than 10 feet on any side street line, nor nearer than 10 feet to the rear lot line, nor nearer than 7 1/2 feet to any side lot line:

Lots 1 through 18, inclusive, Block 1; Lot 1, Block 2; Lots 1 through 8, inclusive, Block 4; and Lots 1, 2, and 3, Block 5.

excepting those Lots shown on the Plat thereof which have a side lot line easement in excess of 7 1/2 feet, then, in that event, no structure or any other improvement of any type shall be placed on said easement. As to all remaining Lots in INDIAN SPRINGS, UNIT 1, no building shall be located on any Lot nearer than 20 feet to the front lot line, 10 feet to any side street line, nor nearer than 10 feet to the rear lot line, nor nearer than 5 feet to any side lot line, provided that combined side yards shall not be less than 15 feet; excepting those Lots shown on the Plat thereof which have a side lot line easement in excess of 5 feet, then, in that event, no structure or any other improvement of any type shall be placed on said easement.

No building shall be located on the following described lots nearer than 10 feet to any side street line nor nearer than 10 feet to the rear lot line nor nearer than 7-1/2 feet to any side lot line:

Lots 7, 8 and 9, inclusive, Block 7; lots 3, 4 and 5, inclusive, Block 9; lots 19, 20, 21, 22, 23, 24, and 25, inclusive, Block 1; all of Indian Springs Unit Two-A as recorded in Plat Book 39, page 89 of the current public records of Duval County, Florida, and Lot 15, Block 10, Indian Springs Unit Two-B according to plat thereof as recorded in Plat Book 39, page 90 of the current public records of Duval County, Florida. As to all remaining lots in Indian Springs Unit Two-A and Two-B, no building shall be located on any lot nearer than 20 feet to the front lot line, 10 feet to any side street line, nor nearer than 10 feet to the rear lot line nor nearer than 5 feet to the any side lot line provided that combined side yards shall not be less than 15 feet. Notwithstanding the foregoing, if any lots shown on the plats of Indian Springs Unit Two-A and Two-B have a side lot line easement as shown on the plat in excess of the restrictions stated above then, in that event no structure or any other improvement of any type shall be placed on such easement.

No building shall be located on the following described lots nearer than 25 feet to any front lot line, nor nearer than 10 feet to any side street line nor nearer than 10 feet to the rear lot line nor nearer than 7-1/2 feet to any side lot line:

All lots located within Indian Springs Unit Two-C as recorded in Plat Book 41, page 27 of the current public records of Duval County, Florida; and Lots 4 and 5, Block 4, Lot 3, Block 11, and Lot 7, Block 10 of Indian Springs Unit Two-D according to plat thereof as recorded in Plat Book 41, page 28 of the current public records of Duval County, Florida and Lots 1, 2 and 3, Block 13, Lot 4, Block 8, and Lot 6, Block 4, of Indian Springs Unit Two-F, as recorded in Plat Book 41, page 30, of the current public records of Duval County, Florida. AS to all lots in Indian Springs Unit Two-E, according to plat thereof recorded in Plat Book 41, page 29 of the current public records of Duval County, Florida and all remaining lots in Indian Springs Units Two-C, Two-D and Two-F no building shall be located on any lot nearer than 20 feet to the front lot line, 10 feet to any side street line, nor nearer than 10 feet to the rear lot line nor nearer than 5 feet to any side lot line provided that combined side yards shall not be less than 15 feet. Notwithstanding the foregoing, if any lots shown on the plats of Indian Springs Units Two-C, Two-D, Two-E and Two-F have a side lot line easement as shown on the plat in excess of the restrictions stated above then, in that event no structure or any other improvement of any type shall be placed on such easement.

Section 6. Other Structures. The following buildings, structures and objects may be erected and maintained on a Lot if the same are located wholly within the yard rear of the main building, and at least 75 feet from the front lot line and at least 20 feet away from any side street lot line, and at least 10 feet from rear lot line; pens, yards and houses for pets, above-ground storage or construction materials, wood, coal, oil and other fuels, clothes racks, lines, washing and drying equipment, laundry rooms, tools and workshops, servants quarters, garbage and trash cans, detached garages, hothouses, greenhouses, guest houses, children's playhouses, summer homes, outdoor fireplaces, barbecue pits, swimming pools or

installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced or sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be obstructed from view from the outside of the Lot. Air conditioning units may be installed at the side of a residence provided the noise from same will not disturb neighbors. Each such unit must be adequately or ornamentally screened.

Section 7. Re-subdividing or Re-platting. Declarant reserves the right to re-subdivide or re-plat any Lot or Lots shown on said Plat, including, but not limited to, the right to re-subdivide or re-plat any Lot for right of ways for road purposes and easements, provided that no residence shall be erected upon, or any resident allowed to occupy said re-platted or re-subdivided Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on said Plat, subject to the provisions of the zoning Regulations for the Consolidated City of Jacksonville, Florida, and Veteran's Administration and United States Department of Housing and Urban Development, and the restrictions herein contained shall apply to each Lot as re-platted or re-subdivided except any Lot or Lots re-subdivided for road purposes or easements.

Section 8. No Parking of Vehicles, Boats, etc. Except for occupant's private automobiles bearing no commercial signs, no wheeled vehicles of any kind, boats or any other offensive objects may be kept or parked between the paved road and the residential structures except as hereinafter provided. Such vehicles or objects may be kept completely inside a garage attached to the main residence or within the yard. Private automobiles of guests of the occupants may be parked in such driveways, and other vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers shall be maintained or kept on any Lot other than completely inside a garage.

Section 9. No Overhead Wires. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to

be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Declarant has provided underground conduit to serve each Lot, extending from the point of applicable transformer to a point at or near a lot line, and such conduit to each Lot shall be, become and remain the property of the owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot shall be responsible for all maintenance, operation, safety, repair, and replacement of the entire secondary electrical system extending from the applicable transformer to the residence or other building on his Lot.

Section 10. Completion and Commenced Construction. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved under Article 5 hereof must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. At the commencement of construction, the property owner shall install, at his expense, a suitable paved driveway from the paved portion of the abutting street to the location of his garage entrance. During the construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway. Such vehicles shall not be parked at any time on the street or upon any property other than the Lot on which the construction is proceeding.

Section 11. No Picnic Areas Prior to Construction. No picnic areas and no detached outbuildings shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

Section 12. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the

erection of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of houses being built in the subdivision for no longer than thirty-six (36) months.

Section 13. Residing Only in Residence. No trailer, basement, garage or any outbuilding of any kind other than a guest house or servants quarters, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently, except that a trailer or temporary residence may be used during the period of construction of the main residence.

Section 14. Signs.

a) No sign or any character shall be displayed or placed upon any Lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Architectural Control Committee, which approval shall not be unreasonably withheld. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or the Association.

b) Nothing contained in these Covenants and Restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes.

Section 15. Pets. Not more than two dogs, or two cats, or four birds, (excluding parrots) or four rabbits may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use of purpose. If the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 16. Upkeep and Maintenance of Dwelling and Lots. Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt

conditions of buildings or grounds of any Lot or unit which shall tend to decrease or adversely affect the aesthetic appearance of the development or specific areas therein.

Section 17. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot or upon any Lot or Lots contiguous thereto. No open fires or incinerators for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of any Lot or road right of ways.

#### ARTICLE 7

##### GENERAL PROVISIONS

Section 1. Association May Correct Violations. Wherever there shall have been built or there shall exist on any building Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Association shall have the right, but no obligation, after ten (10) days written notice has been given to the property owner of such violation, to enter upon the property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such property, which expenses shall be payable by such owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in anywise for any damages or account thereof.

Section 2. Approval of Declarant. Wherever in these Covenants and Restrictions the consent or approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant. Such request shall be sent to the Declarant by Registered Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within 30 days after the same has been submitted to the Declarant as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed, however, no

action shall be taken by or on behalf of the person or persons submitting such written request if the request violates any of the Covenants and Restrictions herein contained.

Section 3. Declarant May Designate a Substitute. The Declarant shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of these Covenants and Restrictions or under the provisions of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 4. Amendments for Additional Restrictions. The Declarant reserves and shall have sole right (a) to amend these Covenants and Restrictions, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to a particular Lot, PROVIDED, HOWEVER, that any amendments or additions to these Covenants and Restrictions shall conform to the general purposes and standards of the Covenants and Restrictions herein contained and shall be subject to approval in writing by the U. S. Department of Housing and Urban Development or Veteran's Administration, prior to recording, and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant in its sole judgement, determines such violations to be minor and insubstantial.

Section 5. Amendment with Consent of Owner and Effective Period. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This

Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and by Declarant until the Class B membership of Declarant in the Association shall cease, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Legal Action on Violation. If any person, firm, or corporation, or other entity shall violate or attempt to violate any of these Covenants and Restrictions it shall be lawful for the Association, or any person or persons owning any Lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate and such Covenants and Restrictions, and (b) to prosecute proceedings at equity, for the purpose of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the owner or occupant of any residence on any Lot shall not have the right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating Sections 3 and 4, Article 7 of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association to enforce any Covenant or Restriction or any obligation, right, power, privileges, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obligated to pay a reasonable attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The invalidity of one or more restrictions or any part thereof shall in no wise impair the validity of the remaining restrictions or part thereof.

Section 7. Severability. Invalidation of any one of these Covenants and Restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Annexation. This Section has been Deleted.

Section 9. R.U.D. and V.A. Approval. As long as there is a Class B membership, the following actions will require the prior approval of the United

States Department of Housing and Urban Development or the Veteran's  
Administration:

- a) Annexation of additional land;
- b) Dedication of common area; and
- c) Amendment of this Declaration.

IN WITNESS WHEREOF, this Revived Declaration has been executed on  
this 19<sup>th</sup> day of June, 2018, by INDIAN SPRINGS COMMUNITY  
ASSOCIATION, INC., acting by and through its undersigned officer who is  
thereunder duly authorized.

Signed, Sealed and Delivered by

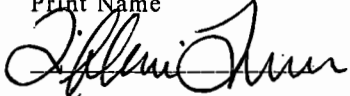
"ASSOCIATION"

INDIAN SPRINGS COMMUNITY  
ASSOCIATION, INC., a Florida not for  
profit corporation



Sebastian P. Turoso

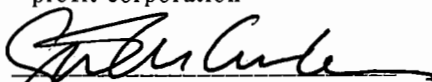
Print Name



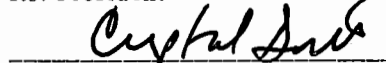
Tiffani Turner

Print Name

STATE OF FLORIDA  
COUNTY OF DUVAL

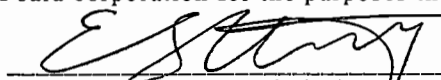


By: Susan Wheeler  
Its: President

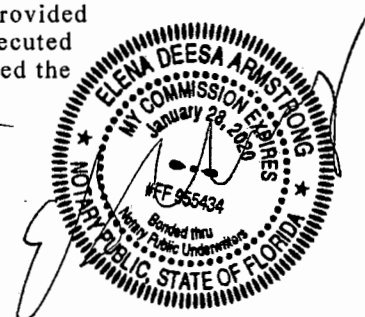


By: Crystal Scott  
Its: Secretary

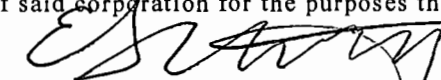
Before me personally appeared on 19<sup>th</sup> June, 2018, Susan Wheeler, as  
President for INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., a Florida  
not for profit corporation, (☒) who is personally known to me or ( ) who provided  
identification \_\_\_\_\_ to be the individual described above and who executed  
the forgoing instrument and acknowledged to and before me that she executed the  
foregoing instrument on behalf of said corporation for the purposes therein  
expressed.

  
Notary Public, State of Florida  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF DUVAL



Before me personally appeared on 19<sup>th</sup> June, 2018, Crystal Scott, as  
Secretary for INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., a Florida  
not for profit corporation, (☒) who is personally known to me or ( ) who provided  
identification \_\_\_\_\_ to be the individual described above and who executed  
the forgoing instrument and acknowledged to and before me that she executed the  
foregoing instrument on behalf of said corporation for the purposes therein  
expressed.

  
Notary Public, State of Florida  
My Commission expires:

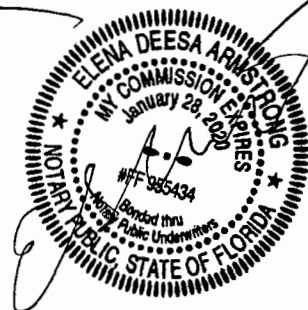


EXHIBIT "A"

UNIT 1:

Those Lands described as Indian Springs Unit One, according to the plat thereof as recorded in Plat Book 36, pages 88, 88A and 88B of the Current Public Records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Unit 2-A:

Those Lands described as Indian Springs Unit Two-A, according to the plat thereof as recorded in Plat Book 39, pages 89 and 88A of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Unit 2-B

Those Lands described as Indian Springs Unit Two-B, according to the plat thereof as recorded in Plat Book 39, pages 90 and 90A, of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Units 2-C

Those Lands described as Indian Springs Unit Two-C, according to the plat thereof as recorded in Plat Book 41, pages 27 and 27A, of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Unit 2-D

Those Lands described as Indian Springs Unit Two-D, according to the plat thereof as recorded in Plat Book 41, pages 28 and 28A, of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Unit 2-E

Those Lands described as Indian Springs Unit Two-E, according to the plat thereof as recorded in Plat Book 41, pages 29 and 29A, of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat;

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

Unit 2-F

Those Lands described as Indian Springs Unit Two-F, according to the plat thereof as recorded in Plat Book 41, pages 30 and 20A, of the current public records of Duval County, Florida.  
SUBJECT to easements, agreements and restrictions described in said plat.

Exhibit "B"

Tracts "A", "B" and "C", Indian Springs, Unit One, according to Plat thereof recorded in Plat Book 36, pages 88, 88A and 88B, current public records of Duval County.

Subject to easements, agreements and restrictions of record.

# INDIAN SPRINGS UNIT I

A PART OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLAT BOOK 36 PAGE 88

SHEET 1 OF 2 SHEETS

## CAPTION:

A PART OF FRACTIONAL SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, LING SOUTH OF THE SOUTHERN RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD IN DUVAL COUNTY, FLORIDA, AND LINES MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD (A 105 FOOT RIGHT-OF-WAY) WITH THE LINE COMMON TO SECTIONS 23 AND 38 (RECONSIDERED IN CASINO 1 PERMO GRANT) FOR THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE WOODS UNIT ONE, AS RECORDED IN PLAT BOOK 35, PAGE 15 THROUGH 105 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 06° 48' 50" EAST ALONG THE EAST LINE OF SAID SECTION 23 AND ALONG THE WEST BOUNDARY OF SAID SUBDIVISION OF THE WOODS UNIT ONE, A DISTANCE OF 1749.12 FEET; THENCE SOUTH 83° 11' 10" WEST, A DISTANCE OF 230.00 FEET; THENCE NORTH 06° 48' 50" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND BEING SUSTAINED BY A CHORD WHICH BEARS NORTH 51° 48' 50" WEST, 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 83° 11' 10" WEST, A DISTANCE OF 315.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND BEING SUSTAINED BY A CHORD BEARING SOUTH 31° 22' 53" WEST, 39.29 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 103° 36' 13", AN ARC DISTANCE OF 45.21 FEET TO A POINT OF CONJOINED CURVATURES OF A CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 165.00 FEET AND BEING SUSTAINED BY A CHORD WHICH BEARS SOUTH 28° 16' 53" EAST, 47.97 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 43' 00", AN ARC DISTANCE OF 48.13 FEET; THENCE NORTH 52° 51' 37" WEST, A DISTANCE OF 150.39 FEET; THENCE SOUTH 39° 57' 35" EAST, A DISTANCE OF 1.98 FEET; THENCE SOUTH 50° 02' 25" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 39° 57' 35" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 50° 02' 25" WEST, A DISTANCE OF 180.00 FEET; THENCE NORTH 50° 27' 35" WEST, A DISTANCE OF 86.53 FEET; THENCE NORTH 77° 13' 35" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 78° 20' 23" WEST, A DISTANCE OF 106.48 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 23; THENCE RUN NORTH 06° 04' 41" EAST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 1651.84 FEET TO A POINT IN THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD; THENCE RUN NORTH 65° 53' 02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 408.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2201.50 FEET AND BEING SUSTAINED BY A CHORD WHICH BEARS NORTH 73° 13' 28" EAST, 562.46 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 40' 43", AN ARC DISTANCE OF 564.00 FEET TO THE POINT OF BEGINNING.

## ADOPTION AND DEDICATION:

THIS IS TO CERTIFY THAT RAINOR/JACKSONVILLE CORPORATION, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, IS THE LAWFUL OWNER OF THE LOTS DESCRIBED IN THE CAPTION HEREON, KNOWN AS INDIAN SPRINGS UNIT ONE, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LOTS AND THAT ALL LOTS, WAYS, DRIVES, COURSES, ROADS, TRAILS AND EASEMENTS AND RIGHT-OF-WAYS FOR DRAINAGE, UTILITIES AND SERVICES ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE AND ITS SUCCESSIONS. IN WITNESS WHEREOF, RAINOR/JACKSONVILLE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT, UNDER SEAL THIS 10th DAY OF JANUARY, 1979.

WITNESSES

WITNESS

VICE PRESIDENT

RAINOR/JACKSONVILLE CORPORATION

## STATE OF FLORIDA, COUNTY OF DUVAL:

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, JOHN H. LYONS, III, VICE PRESIDENT OF RAINOR/JACKSONVILLE CORPORATION, A DELAWARE CORPORATION, TO ME WELL KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND WHO SEVERALLY ACKNOWLEDGED BEFORE ME THAT HE HAD FREELY AND VOLUNTARILY MADE THE OFFICIAL SEAL OF SAID CORPORATION AFFIXED THERETO. WITNESS MY SIGNATURE AND OFFICIAL SEAL AT JACKSONVILLE, DUVAL COUNTY, FLORIDA, THIS 10th DAY OF JANUARY, 1979.

Stanley E. Shawcross  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE  
MY COMMISSION EXPIRES: May 16, 1979  
No. 077 P. 156, State of Florida at Large  
My Commission Expires Nov. 14, 1979  
Notary by Transatlantic Insurance Co.

## SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA.  
SIGNED AND SEALED THIS 10th DAY OF JANUARY, 1979.

Stanley E. Shawcross  
STANLEY E. SHAWCROSS  
FLORIDA REGISTERED LAND SURVEYOR  
NO. 3150

## DEVELOPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT RAINOR/JACKSONVILLE CORPORATION, HAS FURNISHED THE CITY OF JACKSONVILLE SURETY BONDS AS SURETY THAT THE PROPOSED IMPROVEMENTS IN PUBLIC SPACE SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS AND SPECIFICATIONS, SAID SURETY BONDS ARE EQUIVALENT TO 100% OF THE REMAINING ENGINEERING COSTS, CONSTRUCTION COSTS AND COSTS OF SETTING PERMANENT CONTROL POINTS, AND SIDEWALK CONSTRUCTION COSTS, RESPECTIVELY. SIGNED THIS 10th DAY OF JANUARY, 1979.

DIRECTOR OF PUBLIC WORKS

VICE PRESIDENT

RAINOR/JACKSONVILLE CORPORATION

73-25156

## CITY'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 36 PAGE 88 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA THIS 2nd DAY OF APRIL, 1979.

CLERK

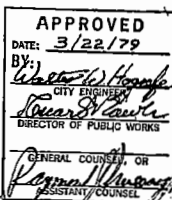
DEPUTY CLERK

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, FLORIDA, PURSUANT TO ORDINANCE NO. 74-353-741 OF SAID CITY, ADOPTED BY ITS COUNCIL AND APPROVED BY ITS MAYOR THIS 28th DAY OF MARCH, 1979.

SEAL, CITY OF JACKSONVILLE

SECRETARY OF THE COUNCIL OF THE CITY OF JACKSONVILLE



See Affidavit filed  
on 9/25/73-1986, 6480

# INDIAN SPRINGS UNIT I

A PART OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLAT BOOK 36 PAGE 88A

SHEET 2 OF 3 SHEETS

## DEDICATION OF DRAINAGE EASEMENTS AND HOLD HARMLESS AGREEMENT:

THE DRAINAGE EASEMENTS THROUGH AND OVER THE LAKE SHOWN ON THIS PLAT ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE AND ITS SUCCESSORS, AND IS SUBJECT TO THE FOLLOWING COVENANTS, WHICH SHALL RUN WITH THE LAND: (1) THE DRAINAGE EASEMENTS HEREBY DEDICATED SHALL PERMIT THE CITY OF JACKSONVILLE AND ITS SUCCESSORS TO DISCHARGE INTO SAID LAKE WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON ALL DRIVES AND WAYS HEREBY DEDICATED TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCES WHICH MAY FLOW OR PASS FROM STREETS, DRIVES AND WAYS, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKE, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF THE CITY OF JACKSONVILLE AND ITS SUCCESSORS FOR ANY DAMAGES, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THIS DRAINAGE EASEMENT BY THE CITY OF JACKSONVILLE AND ITS SUCCESSORS; (2) THE LAKE SHOWN ON THIS PLAT ARE OWNED IN FEE SIMPLE TITLE BY THE ADJOINING PROPERTY OWNERS, AND THE CITY OF JACKSONVILLE BY ACCEPTANCE OF THIS PLAT, ASSUMES NO RESPONSIBILITY FOR THE REMOVAL OR PREVENTION OF AQUATIC PLANTS OR ANIMALS, SOIL, CHEMICALS OR ANY OTHER SUBSTANCE OR THING THAT MAY EVEN BE OR COME WITHIN SAID LAKE WHICH THESE EASEMENTS TRAVERSE NOR ANY RESPONSIBILITY FOR THE MAINTENANCE OR PRESERVATION OF THE WATER PURITY, WATER LEVEL OR WATER DEPTH, WHICH RESPONSIBILITIES SHALL BE THOSE OF THE ADJOINING PROPERTY OWNERS; AND (3) THE CITY OF JACKSONVILLE AND ITS SUCCESSORS SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF ANY WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEVELOPER OR ANY OTHER PERSON WITHIN THE AREA OF THE LAND HEREBY PLATTED OR OF THE LAKE SHOWN ON THIS PLAT. THE CITY SHALL HAVE THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES, OR ANY PART THEREOF, AND DO ANY OTHER ACTS REASONABLY NECESSARY TO MAINTAIN THE INTEGRITY OF THE DRAINAGE SYSTEM.

IN WITNESS WHEREOF, RAIRCE/JACKSONVILLE CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF DELAWARE, HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT, BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, IN ITS NAME AND WITH ITS CORPORATE SEAL AFFIXED, ON THIS 24th DAY OF JANUARY, A.D. 1979.

WITNESS D. B. Bontine

John H. Lyons  
VICE PRESIDENT

WITNESS William O. James

## COUNTY OF DUVAL:

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, JOHN H. LYONS, III, VICE PRESIDENT OF RAIRCE/JACKSONVILLE CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF DELAWARE, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND EXECUTED THE FOREGOING PRESENTS AND WHO SEVERALLY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY AS THE ACT AND DEED OF SAID CORPORATION, WITH THE OFFICIAL SEAL OF SAID CORPORATION AFFIXED THEREON. WITNESS MY SIGNATURE AND OFFICIAL SEAL AT JACKSONVILLE, DUVAL COUNTY, FLORIDA THIS 24th DAY OF JANUARY, A.D., 1979.

Stanley E. Shuman  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE  
MY COMMISSION EXPIRES NOV. 14, 1979  
Notary Public, State of Florida at Large  
My commission expires Nov. 14, 1979  
Bonded by Transamerica Insurance Co.



# INDIAN SPRINGS UNIT TWO A

 PLAT BOOK 39 PAGE 89

 SHEET 1 OF 2 SHEETS

 TAXES VERIFIED R.R.

**CAPTION:** A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, AND A REPLAT OF PART OF INDIAN SPRINGS UNIT ONE AS RECORDED IN PLAT BOOK 36, PAGES 88, 88A & 88B, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and a replat of part of Indian Springs Unit One as recorded in Plat Book 36, pages 88, 88A and 88B of the current Public records of said Duval County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Indian Springs Unit One; thence South 83 degs. 11 mins. 10 secs. West, 230.00 feet; thence North 06 degs. 48 mins. 50 secs. West, 65.0 feet to the point of a curve to the left, said curve being concave to the Southwest and having a radius of 25.0 feet; thence along and around said curve an arc distance of 39.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 51 degs. 48 mins. 50 secs. West, 35.36 feet; thence South 83 degs. 11 mins. 10 secs. West, 331.50 feet to the point of a curve to the left, said curve being concave to the Southeast and having a radius of 230.00 feet; thence along and around said curve an arc distance of 133.08 feet; said arc being subtended by a chord bearing and distance South 66 degs. 36 mins. 47 secs. West, 131.21 feet to the point of tangency of said curve; thence South 70 degs. 02 mins. 25 secs. West, 67.41 feet; thence South 39 degs. 57 mins. 15 secs. East, 100.00 feet; thence South 78 degs. 16 mins. 20 secs. East, 51.15 feet; thence South 44 degs. 40 mins. 32 secs. East, 441.36 feet; thence South 08 degs. 59 mins. 49 secs. East, 93.29 feet; thence South 29 degs. 57 mins. 35 secs. East, 100.0 feet; thence South 50 degs. 02 mins. 25 secs. West, 15.0 feet; thence South 39 degs. 57 mins. 15 secs. East, 60.00 feet to the point of a curve, said curve being concave to the Southwest and having a radius of 25.0 feet; thence along and around said curve an arc distance of 39.28 feet; said arc being subtended by a chord bearing and distance East, 441.36 feet; thence South 08 degs. 59 mins. 49 secs. East, 93.29 feet; thence South 29 degs. 57 mins. 35 secs. East, 100.0 feet; thence South 50 degs. 02 mins. 25 secs. West, 15.0 feet; thence South 39 degs. 57 mins. 15 secs. East, 60.00 feet; thence South 38 degs. 52 mins. 18 secs. East, 6.08 feet; thence North 52 degs. 12 mins. 39 secs. East, 166.53 feet; thence North 83 degs. 11 mins. 10 secs. East, 30.00 feet; thence North 06 degs. 48 mins. 50 secs. West, 616.05 feet to the POINT OF BEGINNING. Containing 8.61 acres more or less.

## DEVELOPER'S CERTIFICATE:

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Flat Surety Bond as guarantee that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond as guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this 7th day of May, 1984.

*John H. Lyons, Jr.*  
John H. Lyons, Jr., Vice President  
of RADNOR/JACKSONVILLE CORPORATION

*Robert J. Kinnel, Jr.*  
Robert J. Kinnel, Jr., Director of Public Works

## CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 39, PAGES 89, 89A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 12th DAY OF June, A.D., 1984.

*S. Morgan*  
S. Morgan, Clerk  
of Circuit Court

*Robert E. Fiske*  
BY: Robert E. Fiske  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 84-24 OF SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 27th DAY OF May, A.D., 1984.

*James H. Hays*  
MAYOR OF CITY OF JACKSONVILLE

*Donald P. Johnson*  
SECRETARY TO THE CITY COUNCIL OF THE CITY OF JACKSONVILLE

## ADOPTION AND DEDICATION:

THIS is to certify that RADNOR/JACKSONVILLE CORPORATION, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption hereon known as Indian Springs Unit Two A, having caused the same to be surveyed and subdivided; Continental Bank, a banking corporation under the laws of Pennsylvania, is the holder of a mortgage on said lands; and this plat being made in accordance with said survey is hereby adopted as a true and correct plat of these lands, and all trails, courts, lanes, easements for drainage, utilities and powers shown hereon are hereby irrevocably and without reservation, dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land: (1) The drainage shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, to discharge into said lakes which these easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemical and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lakes, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) The lakes shown on this plat are owned in fee simple title by the abutting property owners. The City of Jacksonville by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lakes which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. RADNOR/JACKSONVILLE CORPORATION, developer and owner of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes described above, or any part thereof, occasioned wholly or in part by any act of omission of RADNOR/JACKSONVILLE CORPORATION, its agents, contractors, employees, servants, licensees or concessionaires within Indian Springs Unit Two A. This indemnification shall run with the land and the assigns of RADNOR/JACKSONVILLE CORPORATION and shall be subject to it.

In witness whereof RADNOR/JACKSONVILLE CORPORATION and Continental Bank have caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seals, affixed this 4th day of May, 1984 A.D.

*Phyllis L. Taylor*  
Phyllis L. Taylor  
Witnesses as to RADNOR/JACKSONVILLE CORPORATION

*Richard M. O'Donnell, Jr.*  
Richard M. O'Donnell, Jr.  
Witnesses as to Continental Bank

*W. M. Chappin, Jr.*  
W. M. Chappin, Jr., C.L.A.  
Witnesses as to Continental Bank

STATE OF Pennsylvania  
COUNTY OF Philadelphia

The foregoing Adoption and Dedication was acknowledged before me this 4th day of May, 1984, by Phyllis L. Taylor, Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

STATE OF PENNSYLVANIA,  
COUNTY OF Philadelphia

The foregoing Adoption and Dedication was acknowledged before me this 4th day of May, 1984, by Phyllis L. Taylor, Vice President of CONTINENTAL BANK, a banking corporation under the laws of Pennsylvania, on behalf of the corporation.

*Phyllis L. Taylor*  
NOTARY PUBLIC, State of Pennsylvania  
My commission expires: Dec. 3, 1986

OLD SOUTH LAND SURVEYORS, INC.

*L. E. Taylor*  
FLORIDA REGISTERED LAND SURVEYOR NO. 1919

APPROVED  
DATE: MAY 14, 1984  
BY: *L. E. Taylor*  
CITY ENGINEER  
*D. J. Kinnel*  
DIRECTOR OF PUBLIC WORKS  
GENERAL COUNCIL, OR  
*James H. Hays*  
ASSISTANT COUNCIL

Official confirming new  
filed May 8, 1985  
OR Book 5354, Page 2158





# INDIAN SPRINGS UNIT TWO B

PLAT BOOK 39 PAGE 90

SHEET 1 OF 2 SHEETS

TAXES VERIFIED R.R.F.

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

## CAPTION:

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:

Begin at the most Southerly corner of Lot 1, Block 8 of Indian Springs Unit One; thence South 39 degs. 57 mins. 35 secs. East, 75.00 feet; thence South 22 degs. 28 mins. 05 secs. East, 314.56 feet; thence South 75 degs. 28 mins. 19 secs. East, 55.16 feet; thence South 39 degs. 57 mins. 35 secs. East, 280.10 feet; thence North 50 degs. 02 mins. 25 secs. East, 42.50 feet; thence South 39 degs. 57 mins. 35 secs. East, 92.02 feet; thence South 88 degs. 32 mins. 10 secs. East, 113.36 feet; thence North 14 degs. 05 mins. 28 secs. East, 80.23 feet; thence North 50 degs. 02 mins. 25 secs. East, 175.24 feet to a point in a curve, said curve being concave to the Southwest and having a radius of 707.0 feet; thence along and around said curve an arc distance of 30.84 feet, said arc being subtended by a chord bearing and distance of North 31 degs. 05 mins. 22 secs. West, 30.86 feet to the point of tangency of said curve; thence North 39 degs. 57 mins. 35 secs. West, 64.53 feet to the point of a curve to the left, said curve being concave to the Southwest and having a radius of 25.0 feet; thence along and around said curve an arc distance of 39.28 feet, said arc being subtended by a chord bearing and distance of North 84 degs. 57 mins. 35 secs. West, 35.36 feet to the point of tangency of said curve; thence North 39 degs. 57 mins. 35 secs. West, 60.00 feet; thence North 50 degs. 02 mins. 25 secs. East, 15.0 feet; thence North 39 degs. 57 mins. 35 secs. West, 100.0 feet; thence North 08 degs. 59 mins. 49 secs. West, 93.29 feet; thence North 44 degs. 40 mins. 32 secs. West, 441.36 feet; thence North 78 degs. 16 mins. 20 secs. West, 51.15 feet; thence South 50 degs. 02 mins. 25 secs. West, 100.00 feet; thence South 39 degs. 57 mins. 35 secs. East, 20.00 feet; thence South 50 degs. 02 mins. 25 secs. West, 180.00 feet to the POINT OF BEGINNING. Containing 6.987 acres more or less.

## DEVELOPER'S CERTIFICATE

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Plat Surety Bond as guarantee that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond as guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this ten day of May, 1984.

John H. Lyons, Jr.  
Vice President  
of RADNOR/JACKSONVILLE CORPORATION

Robert C. Forbes  
DIRECTOR OF PUBLIC WORKS

## CLERK'S CERTIFICATE:

84- 53673

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 39, PAGES 90-90A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 12 DAY OF June, A.D., 1984.

S. Morgan Bluff  
S. Morgan Bluff, Clerk  
of Circuit Court

By: Robert C. Forbes  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 84-477-242 OF SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 29 DAY OF MAY, A.D., 1984.

James H. Johnson  
Mayor of City of Jacksonville

Donald E. Johnson  
Secretary to the City Council of the  
City of Jacksonville

## NOTES AND INDICATIONS:

Herein to certify that RADNOR/JACKSONVILLE CORPORATION, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption hereon known as Indian Springs Unit Two B, having caused the same to be surveyed and subdivided; Continental Bank, a banking corporation under the laws of Pennsylvania, is the holder of a mortgage on said lands; and this plat being made in accordance with said survey is hereby adopted as a true and correct plat of said lands, and all trails, courts, lanes, easements for drainage, utilities and sewers shown hereon are hereby irrevocably and without reservation, dedicated to the City of Jacksonville. The drainage easement shown and over the lakes shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land: (1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes which these easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemical and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lakes, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) the lakes shown on this plat are owned in fee simple title by the successors and assigns. The City of Jacksonville by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lakes which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) the City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. RADNOR/JACKSONVILLE CORPORATION, developer and owner of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes described above, or any part thereof, occasioned wholly or in part by any act of omission of RADNOR/JACKSONVILLE CORPORATION, its agents, contractors, employees, servants, licensees or concessionaries within Indian Springs Unit Two B. This indemnification shall run with the land and the assigns of RADNOR/JACKSONVILLE CORPORATION and shall be subject to it.

In witness whereof RADNOR/JACKSONVILLE CORPORATION and Continental Bank have caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seals affixed this ten day of May, 1984 A.D.

Phyllis L. Taylor  
Vice President  
RADNOR/JACKSONVILLE CORPORATION

Phyllis L. Taylor  
By: Phyllis L. Taylor  
Vice President  
(CORPORATE SEAL)

William M. O'Donnell  
Vice President  
CONTINENTAL BANK

William M. O'Donnell  
By: William M. O'Donnell  
Vice President  
(CORPORATE SEAL)

STATE OF Pennsylvania  
COUNTY OF Philadelphia

The foregoing Adoption and Dedication was acknowledged before me this ten day of May, 1984, by Phyllis L. Taylor, Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

James H. Johnson  
NOTARY PUBLIC, State of Florida  
My commission expires: June 1, 1985

STATE OF PENNSYLVANIA,  
COUNTY OF Philadelphia

The foregoing Adoption and Dedication was acknowledged before me this ten day of May, 1984, by Phyllis L. Taylor, Vice President of CONTINENTAL BANK, a banking corporation under the laws of Pennsylvania, on behalf of the corporation.

James H. Johnson  
NOTARY PUBLIC, State of Florida  
My commission expires: June 1, 1985

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA. SIGNED AND SEALED THIS ten DAY OF APRIL, A.D., 1984.

OLD SOUTH LAND SURVEYORS, INC.

Robert C. Forbes  
FLORIDA REGISTERED LAND SURVEYOR NO. 1919

## B

POINT OF BEGINNING  
LOT 1, BLOCK 8,  
INDIAN SPRINGS UNIT 1  
P.B. 36 PGS. 88, 88A & 88B.

PLAT BOOK 39 PAGE 90A

SHEET 2 OF 2 SHEETS

50 0 50 100

GRAPHIC SCALE IN FEET

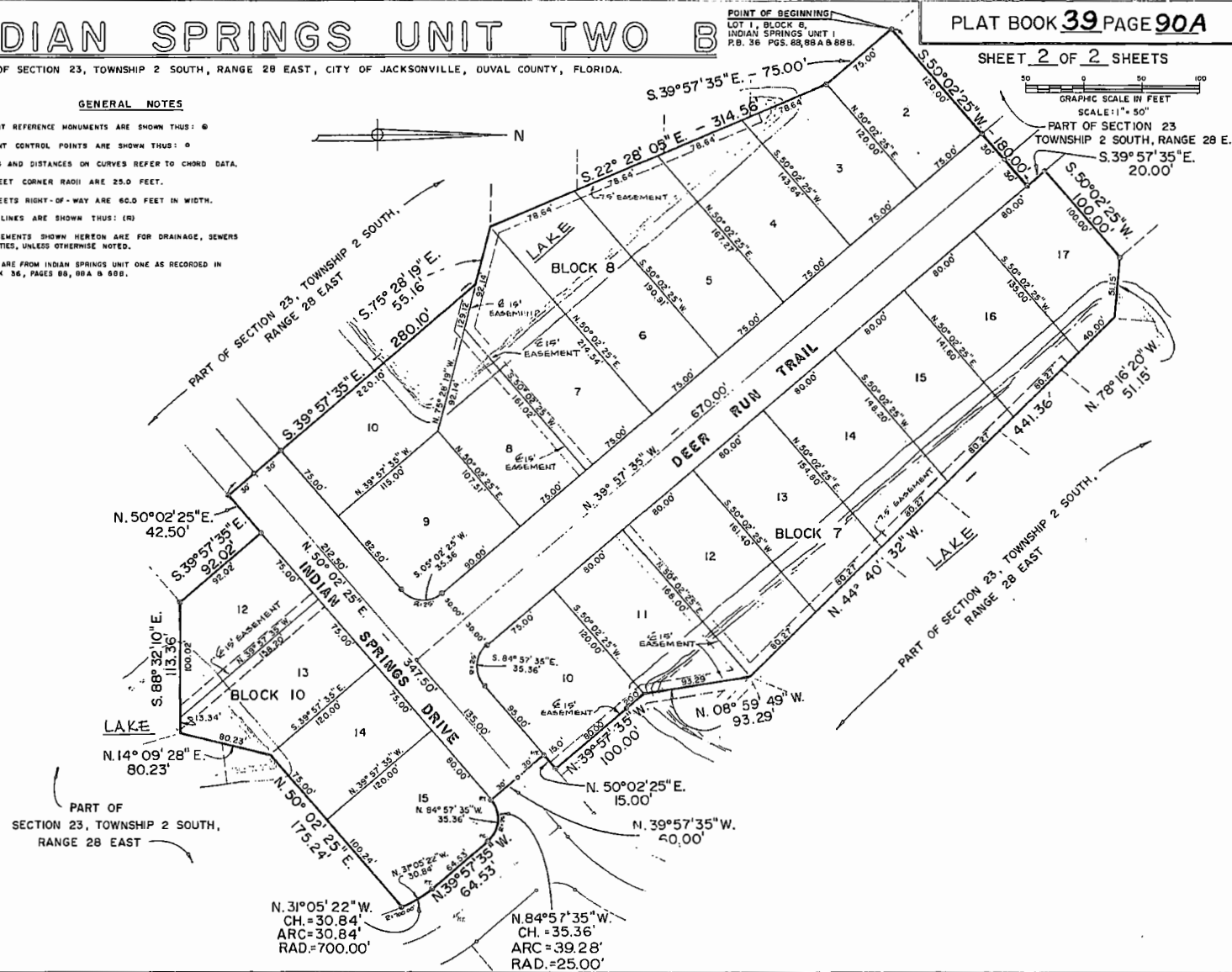
SCALE: 1" = 50'

PART OF SECTION 23  
TOWNSHIP 2 SOUTH, RANGE 28 E.

S. 39° 57' 35" E.  
20.00'

### GENERAL NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: @
2. PERMANENT CONTROL POINTS ARE SHOWN THUS: O
3. BEARINGS AND DISTANCES ON CURVES REFER TO CHORD DATA.
4. ALL STREET CORNER RADII ARE 25.0 FEET.
5. ALL STREETS RIGHT-OF-WAY ARE 60.0 FEET IN WIDTH.
6. RADIAL LINES ARE SHOWN THUS: (R)
7. ALL EASEMENTS SHOW HEREON ARE FOR DRAINAGE, SEWERS AND UTILITIES, UNLESS OTHERWISE NOTED.
8. BEARINGS ARE FROM INDIAN SPRINGS UT ONE AS RECORDED IN PLAT BOOK 36, PAGES 88, 89 & 90D.



PLAT BOOK 41 PAGE 27

SHEET 1 OF 2 SHEETS

## INDIAN SPRINGS UNIT TWO C

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA

TAXES VERIFIED R.B.F.

## CAPTION:

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Indian Springs Unit One as recorded in Plat Book 36, pages 88, 88A & 88B of the current Public Records of Duval County, Florida; thence South 06 degs. 48 mins. 50 secs. East, 616.05 feet to the POINT OF BEGINNING; thence continue South 06 degs. 48 mins. 50 secs. East, 944.44 feet; thence North 89 degs. 32 mins. 50 secs. West, 566.97 feet; thence North 00 degs. 27 mins. 10 secs. East, 170.00 feet; thence South 89 degs. 32 mins. 50 secs. East, 524.74 feet; thence North 00 degs. 27 mins. 10 secs. East, 60.0 feet; thence South 89 degs. 32 mins. 50 secs. East, 82.80 feet; thence North 00 degs. 27 mins. 10 secs. East, 105.00 feet; thence North 32 degs. 04 mins. 16 secs. East, 70.38 feet; thence North 15 degs. 16 mins. 47 secs. West, 185.55 feet; thence North 14 degs. 09 mins. 28 secs. East, 80.23 feet; thence North 50 degs. 02 mins. 25 secs. East, 175.24 feet to a point in a curve, said curve being concave to the Southwest and having a radius of 100.0 feet; thence along and around said curve an arc distance of 30.96 feet, said arc being subtended by a chord bearing and distance of North 31 degs. 05 mins. 22 secs. West, 30.84 feet; thence North 50 degs. 02 mins. 25 secs. East, 60.0 feet to a point in a curve, said curve being concave to the Southwest and having a radius of 160 feet; thence Southerly along and around said curve an arc distance of 5.08 feet, said arc being subtended by a chord bearing and distance of South 38 degs. 52 mins. 18 secs. East, 5.08 feet; thence North 52 degs. 12 mins. 59 secs. East, 166.53 feet; thence North 83 degs. 11 mins. 10 secs. East, 50.0 feet to the POINT OF BEGINNING.

## DEVELOPER'S CERTIFICATE:

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Plat Survey Bond as guaranteed that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond to guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this 30<sup>th</sup> day of JULY, 1985.

*John H. Lyons, Inc.*  
JOHN H. LYONS, INC. Vice President  
of RADNOR/JACKSONVILLE CORPORATION

*Philip D. Starnes*  
DIRECTOR OF PUBLIC WORKS

## CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 41, PAGES 27, 27A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 11<sup>th</sup> DAY OF September, A.D., 1985.

*S. Morgan Slaughter*  
S. Morgan Slaughter, Clerk  
of Circuit Court

*Doris Langfield*  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 85-987-491 OF SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 14<sup>th</sup> DAY OF August, A.D., 1985.

*Paul R. Johnson*  
MAYOR OF CITY OF JACKSONVILLE

*Paul R. Johnson*  
SECRETARY TO THE CITY COUNCIL OF THE CITY OF JACKSONVILLE

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION. THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA.

SIGNED AND SEALED THIS 11<sup>th</sup> DAY OF August, A.D., 1985

FLORIDA REGISTERED LAND SURVEYOR NO. 1919

OLD SOUTH LAND SURVEYORS, INC.  
*Paul R. Johnson*  
FLORIDA REGISTERED LAND SURVEYOR NO. 1919

## ADOPTION AND DEDICATION

This is to certify that Radnor/Jacksonville Corporation, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption hereon known as Indian Springs Unit Two, C, having caused the same to be surveyed and subdivided. And this plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands, and all roads, ways, right of ways for drainage, easements for drainage, utilities and sewers shown hereon are hereby irrevocably and without reservation, dedicated to the City of Jacksonville. The drainage easement through and over the lakes shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land: (1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes which these easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemical and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lakes, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) the lakes shown on this plat are owned in fee simple title by the abutting property owners. The City of Jacksonville by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lakes which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) the City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. Radnor/Jacksonville Corporation, developer and owner of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes described above, or any part thereof, occasioned wholly or in part by any act of omission of Radnor/Jacksonville Corporation, its agents, contractors, employees, servants, licensees or concessionaries within Indian Springs Unit Two C. This indemnification shall run with the land and the assigns of Radnor/Jacksonville Corporation and shall be subject to it.

In witness whereof Radnor/Jacksonville Corporation having caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seal; affixed this 20<sup>th</sup> day of JULY, 1985.

*Robert Warron*  
Robert S. Warron  
Witnesses as to Radnor/Jacksonville Corporation

RADNOR/JACKSONVILLE CORPORATION  
By: *John H. Lyons, Inc.*  
JOHN H. LYONS, INC. Vice President  
(CORPORATE SEAL)

STATE of *Florida*  
COUNTY of *Duval*

The foregoing Adoption and Dedication was acknowledged before me this 20<sup>th</sup> day of July, 1985, by *John H. Lyons, Inc.* Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

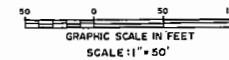
*Victor C. Ragg*  
NOTARY PUBLIC, State of *Florida*  
My commission expires: 1-15-86

# INDIAN SPRINGS UNIT TWO C

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK 41 PAGE 27A

SHEET 2 OF 2 SHEETS

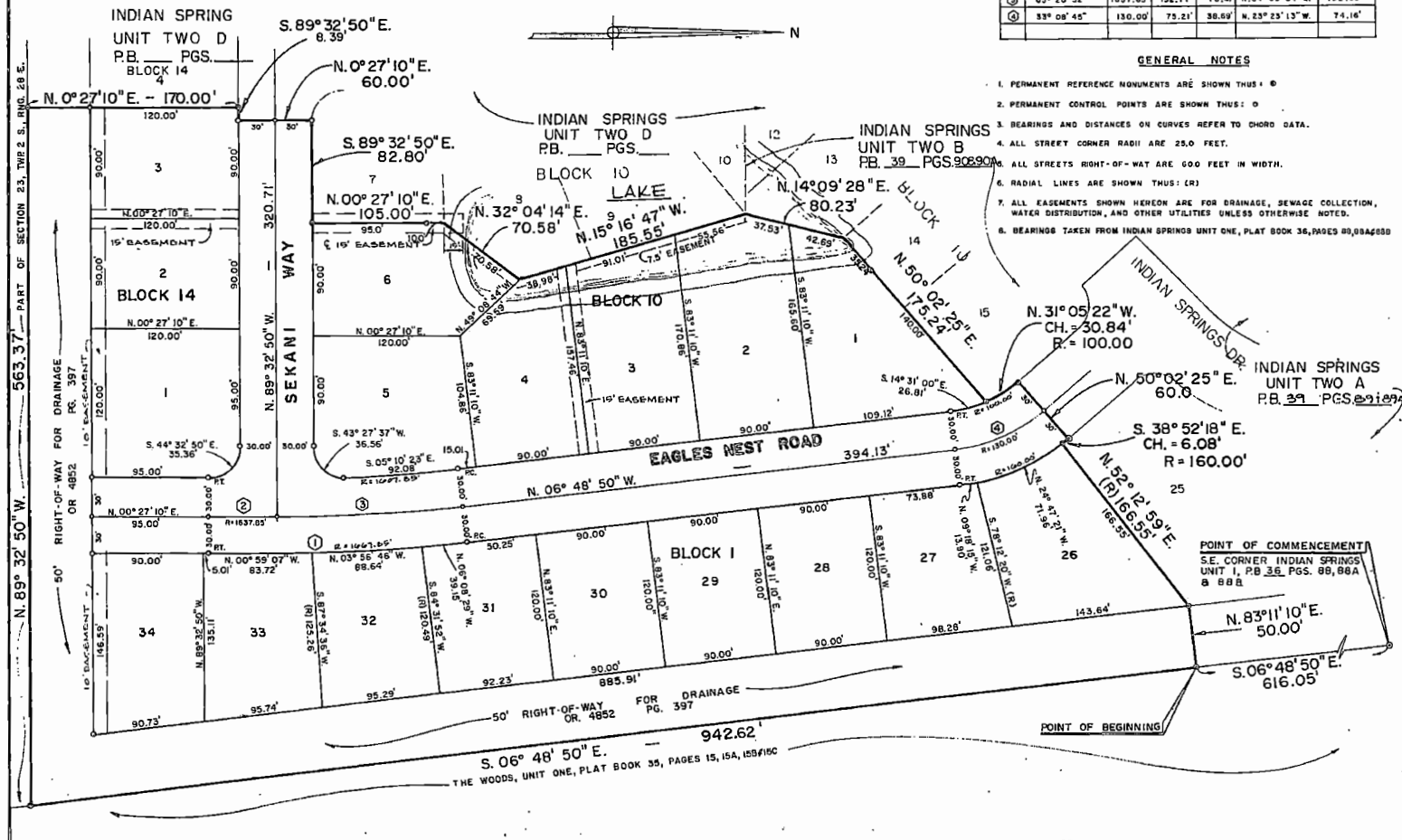


"CENTERLINE CURVE DATA"

| NO. | DELTA       | RADIUS   | ARC     | TAN     | CHORD BEARING    | CHORD   |
|-----|-------------|----------|---------|---------|------------------|---------|
| ①   | 07° 18' 00" | 1637.85' | 207.73' | 104.00' | N.03° 10' 50" W. | 207.59' |
| ②   | 01° 55' 28" | 1637.85' | 55.01'  | 27.51'  | N.00° 30' 34" W. | 55.01'  |
| ③   | 05° 20' 32" | 1637.85' | 152.71' | 76.41'  | N.04° 08' 34" W. | 152.66' |
| ④   | 33° 08' 45" | 130.00'  | 75.21'  | 38.69'  | N.23° 23' 13" W. | 74.16'  |

## GENERAL NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS:
2. PERMANENT CONTROL POINTS ARE SHOWN THUS:
3. BEARINGS AND DISTANCES ON CURVES REFER TO CHORD DATA.
4. ALL STREET CORNER RADII ARE 25.0 FEET.
5. ALL STREETS RIGHT-OF-WAY ARE 600 FEET IN WIDTH.
6. RADIAL LINES ARE SHOWN THUS: (R)
7. ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, SEWAGE COLLECTION, WATER DISTRIBUTION, AND OTHER UTILITIES UNLESS OTHERWISE NOTED.
8. BEARINGS TAKEN FROM INDIAN SPRINGS UNIT ONE, PLAT BOOK 36, PAGES 80, 88A & 88B



3/20 AC

PLAT BOOK 41 PAGE 28

SHEET 1 OF 2 SHEETS

## INDIAN SPRINGS UNIT TWO D

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA

TAXES VERIFIED R.B.F.

## CAPTION:

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Indian Springs Unit One as recorded in Plat Book 36, pages 88, 88A, & 88B of the current Public records of Duval County, Florida; thence South 06 degs. 48 mins. 50 secs. East, 1558.05 feet; thence North 89 degs. 32 mins. 50 secs. West, 568.99 feet to the POINT OF BEGINNING; thence continue North 89 degs. 32 mins. 50 secs. West, 180.00 feet; thence North 00 degs. 27 mins. 10 secs. East, 230.00 feet; thence North 89 degs. 32 mins. 50 secs. West, 41.44 feet; thence North 03 degs. 06 mins. 06 secs. West, 95.24 feet; thence North 26 degs. 46 mins. 39 secs. West, 80.00 feet; thence North 39 degs. 57 mins. 35 secs. West, 270.00 feet; thence North 11 degs. 15 mins. 57 secs. East, 247.50 feet; thence South 75 degs. 28 mins. 19 secs. East, 55.16 feet; thence South 39 degs. 57 mins. 35 secs. East, 280.10 feet; thence North 30 degs. 02 mins. 25 secs. East, 42.50 feet; thence South 39 degs. 57 mins. 35 secs. East, 92.02 feet; thence South 88 degs. 32 mins. 10 secs. East, 113.36 feet; thence South 15 degs. 16 mins. 47 secs. East, 185.55 feet; thence South 32 degs. 04 mins. 14 secs. West, 70.58 feet; thence South 00 degs. 27 mins. 10 secs. West, 105.00 feet; thence North 89 degs. 32 mins. 50 secs. West, 82.80 feet; thence South 00 degs. 27 mins. 10 secs. West, 60.00 feet; thence North 89 degs. 32 mins. 50 secs. West, 3.39 feet; thence South 00 degs. 27 mins. 10 secs. West, 170.00 feet to the POINT OF BEGINNING.

## DEVELOPER'S CERTIFICATE:

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Flat Surety Bond as guarantee that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond as guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this 30th day of JULY, 1985.

*John H. Lyons*  
John H. Lyons, Vice President  
of RADNOR/JACKSONVILLE CORPORATION

*William J. Howard*  
DIRECTOR OF PUBLIC WORKS

## CLERK'S CERTIFICATE:

85-83884  
THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 41, PAGES 28, 28A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 11th DAY OF September, A.D., 1985.

*S. Morgan Slaughter*  
S. Morgan Slaughter, Clerk  
of Circuit Court

*Dominic L. Lucifield*  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 85-1984, SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 19th DAY OF August, A.D., 1985.

*Thomas C. Johnson*  
MAYOR OF CITY OF JACKSONVILLE

*Thomas C. Johnson*  
SECRETARY TO THE CITY COUNCIL OF THE  
CITY OF JACKSONVILLE

## ADOPTION AND DEDICATION

This is to certify that Radnor/Jacksonville Corporation, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption hereon known as Indian Springs Unit Two D, having caused the same to be surveyed and subdivided; And this plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands, and all drains, ways, trails, courts, lanes, right of ways for drainage, easements for drainage, utilities and sewers shown hereon are irrevocably and without reservation, dedicated to the City of Jacksonville. The drainage easement through and over the lands shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following easements which shall run with the land: (1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lands which these easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemical and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lands, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) The lands shown on this plat are owned in fee simple title by the abutting property owners. The City of Jacksonville by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lands which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. Radnor/Jacksonville Corporation, developer and owner of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lands described above, or any part thereof, occasioned wholly or in part by any act of omission of Radnor/Jacksonville Corporation, its agents, contractors, employees, servants, licensees or concessionaires within Indian Springs Unit Two D. This indemnification shall run with the land and the assign of Radnor/Jacksonville Corporation and shall be subject to it.

J.E.A. easements shown are dedicated to the Jacksonville Electric Authority, its successors and assigns for use in its underground distribution system.

In witness whereof Radnor/Jacksonville Corporation having caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seal; affixed this 30th day of July 1985, A.D.

*Patricia S. Navan*  
Patricia S. Navan  
Witnesses as to Radnor/Jacksonville Corporation

*Patricia S. Navan*  
RADNOR/JACKSONVILLE CORPORATION  
By: *Patricia S. Navan*  
Vice President  
(CORPORATE SEAL)

STATE OF *Florida*  
COUNTY OF *Duval*

The foregoing Adoption and Dedication was acknowledged before me this 29th day of July 1985, by *John H. Lyons, III*, Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

*Victor C. Rios*  
NOTARY PUBLIC, State of *FLORIDA*  
My commission expires:

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA, A.D., 1985.

SIGNED AND SEALED THIS 4th DAY OF August, 1985.

*Old South Land Surveyors, Inc.*

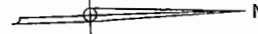
# INDIAN SPRINGS UNIT TWO D

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

| "CENTERLINE CURVE DATA" |             |         |        |        |                   |        |
|-------------------------|-------------|---------|--------|--------|-------------------|--------|
| NO.                     | DELTA       | RADIUS  | ARC    | TAN    | CHORD BEARING     | CHORD  |
| ①                       | 40° 24' 48" | 135.00' | 95.22' | 45.60' | S. 19° 45' 13" E. | 93.26' |

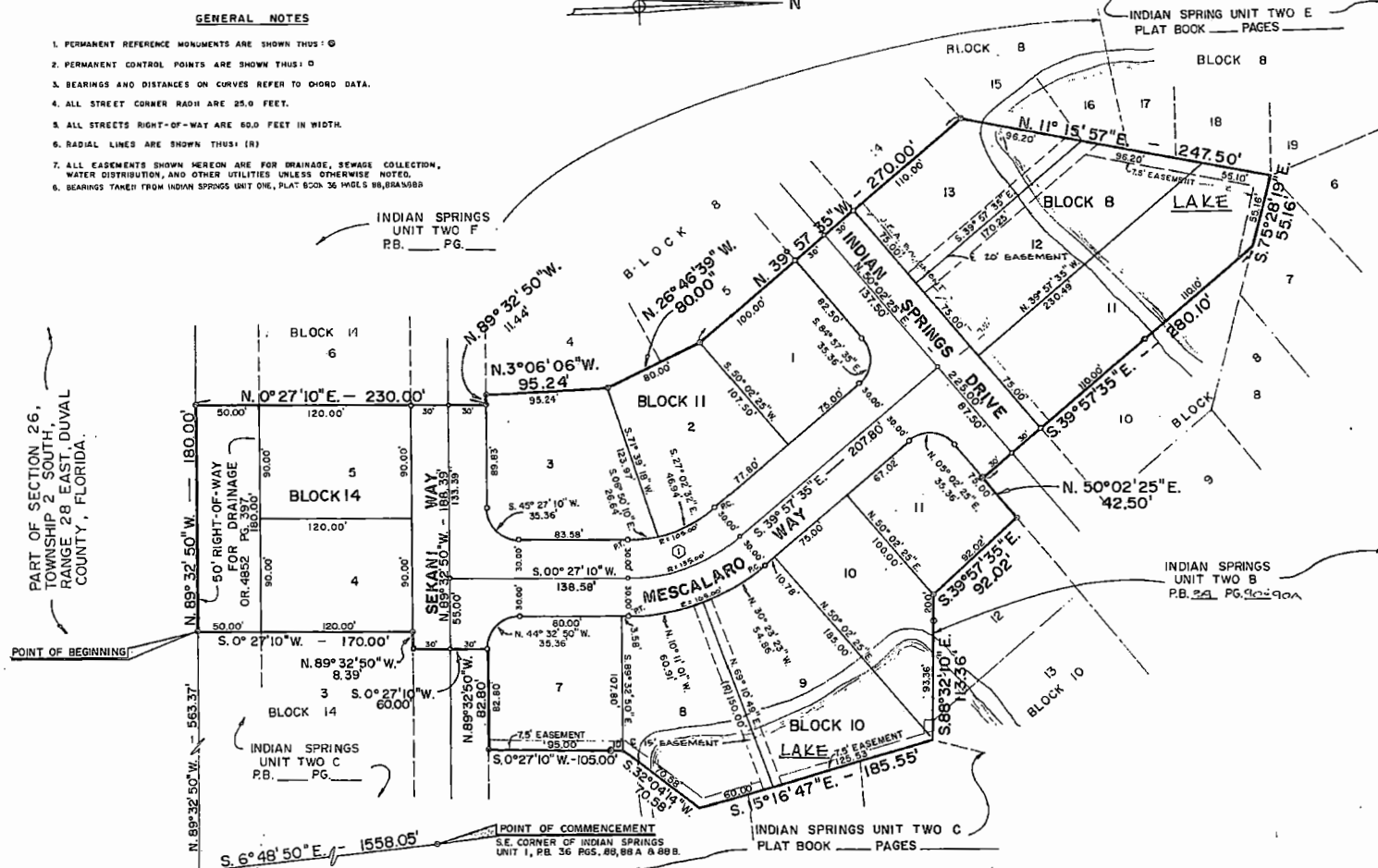
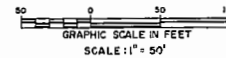
## GENERAL NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: G
2. PERMANENT CONTROL POINTS ARE SHOWN THUS: O
3. BEARINGS AND DISTANCES ON CURVES REFER TO CHORD DATA.
4. ALL STREET CORNER RADII ARE 25.0 FEET.
5. ALL STREETS RIGHT-OF-WAY ARE 60.0 FEET IN WIDTH.
6. RADIAL LINES ARE SHOWN THUS: (R)
7. ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, SEWAGE COLLECTION, WATER DISTRIBUTION, AND OTHER UTILITIES UNLESS OTHERWISE NOTED.
8. BEARINGS TAKEN FROM INDIAN SPRINGS UNIT ONE, PLAT BOOK 36 WIDE S 38, BRANDED



PLAT BOOK 41 PAGE 284

SHEET 2 OF 2 SHEETS



PLAT BOOK 41 PAGE 29

SHEET 1 OF 2 SHEETS

## INDIAN SPRINGS UNIT TWO E

Taxes VERIFIED R.B.F.

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA

## CAPTION:

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of Lot 20, Block 6 of Indian Springs Unit One, Plat Book 36 Pages 88, 88A & 88B, of the current public records of Duval County, Florida; Thence South 70 degs. 20 mins. 23 secs. East, 106.48 feet; Thence South 77 degs. 13 mins. 38 secs. East, 60.02 feet; Thence South 39 degs. 57 mins. 35 secs. East, 161.53 feet; Thence South 22 degs. 28 mins. 05 secs. East, 214.56 feet; Thence South 11 degs. 15 mins. 57 secs. West, 116.03 feet; Thence South 76 degs. 01 mins. 03 secs. West, 262.69 feet, said point being on a curve, said curve being concave to the Northeast and having a radius of 335.0 feet; Thence Northerly along and around said curve an arc distance of 10.18 feet, said arc being subtended by a chord bearing and distance of North 13 degs. 06 mins. 43 secs. West, 10.18 feet; Thence South 77 degs. 45 mins. 31 secs. West, 110.25 feet; Thence North 00 degs. 04 mins. 41 secs. East, 640.00 feet to the POINT OF BEGINNING.

## DEVELOPER'S CERTIFICATE:

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Plat Surety Bond as guarantee that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond as guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this 30<sup>th</sup> day of JULY, 1985.

JOHN M. LYONS, III, Vice President  
of RADNOR/JACKSONVILLE CORPORATION

ADAM J. LYONS, III, Director of Public Works

## CLERK'S CERTIFICATE:

85-83885

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 41, PAGES 29, 29A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 11<sup>th</sup> DAY OF September, A.D., 1985.

S. Morgan Laughter, Clerk  
of Circuit Court

BY: Doreen Langfield  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 85-888-449 OF SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 19<sup>th</sup> DAY OF August, A.D., 1985.

Mayor of City of Jacksonville

Secretary to the City Council of the City of Jacksonville

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLY WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA. SIGNED AND SEALED THIS 11<sup>th</sup> DAY OF September, A.D., 1985.

OLD SOUTH LAND SURVEYORS, INC.

FLORIDA REGISTERED LAND SURVEYOR NO. 1474

## ADOPTION AND DEDICATION

This is to certify that Radnor/Jacksonville Corporation, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption hereon known as Indian Springs Unit Two E, having caused the same to be surveyed and subdivided; And this plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands, and all drives, easements for drainage, utilities and sewers shown hereon are hereby irrevocably and without reservation, dedicated to the City of Jacksonville. The drainage easement through and over the lake shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land; (1) The drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lake which these easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemical and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lake, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) The lakes shown on this plat are owned in fee simple title by the abutting property owners. The City of Jacksonville by acceptance of this plat assumes no responsibility for maintenance or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lakes which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) The City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. Radnor/Jacksonville Corporation, developer and owner of the lands described and captioned hereon, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, or from the lakes described above, or any part thereof, occasioned wholly or in part by any act of omission of Radnor/Jacksonville Corporation, its agents, contractors, employees, servants, licensees or concessionaires within Indian Springs Unit Two E. This indemnification shall run with the land and the assigns of Radnor/Jacksonville Corporation and shall be subject to it.

In witness whereof Radnor/Jacksonville Corporation having caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seals affixed this 30<sup>th</sup> day of JULY, 1985.

Robert W. Warren

Patricia S. Warren  
Witnesses as to Radnor/Jacksonville Corporation

RADNOR/JACKSONVILLE CORPORATION

By: Adam J. Lyons, III  
(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Duval

The foregoing Adoption and Dedication was acknowledged before me this 30<sup>th</sup> day of July, 1985, by Robert W. Warren, Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

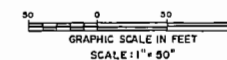
Notary Public, State of Florida  
My commission expires: 9-15-85

# INDIAN SPRINGS UNIT TWO E

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK 41 PAGE 29A

SHEET 2 OF 2 SHEETS



"CENTERLINE CURVE DATA"

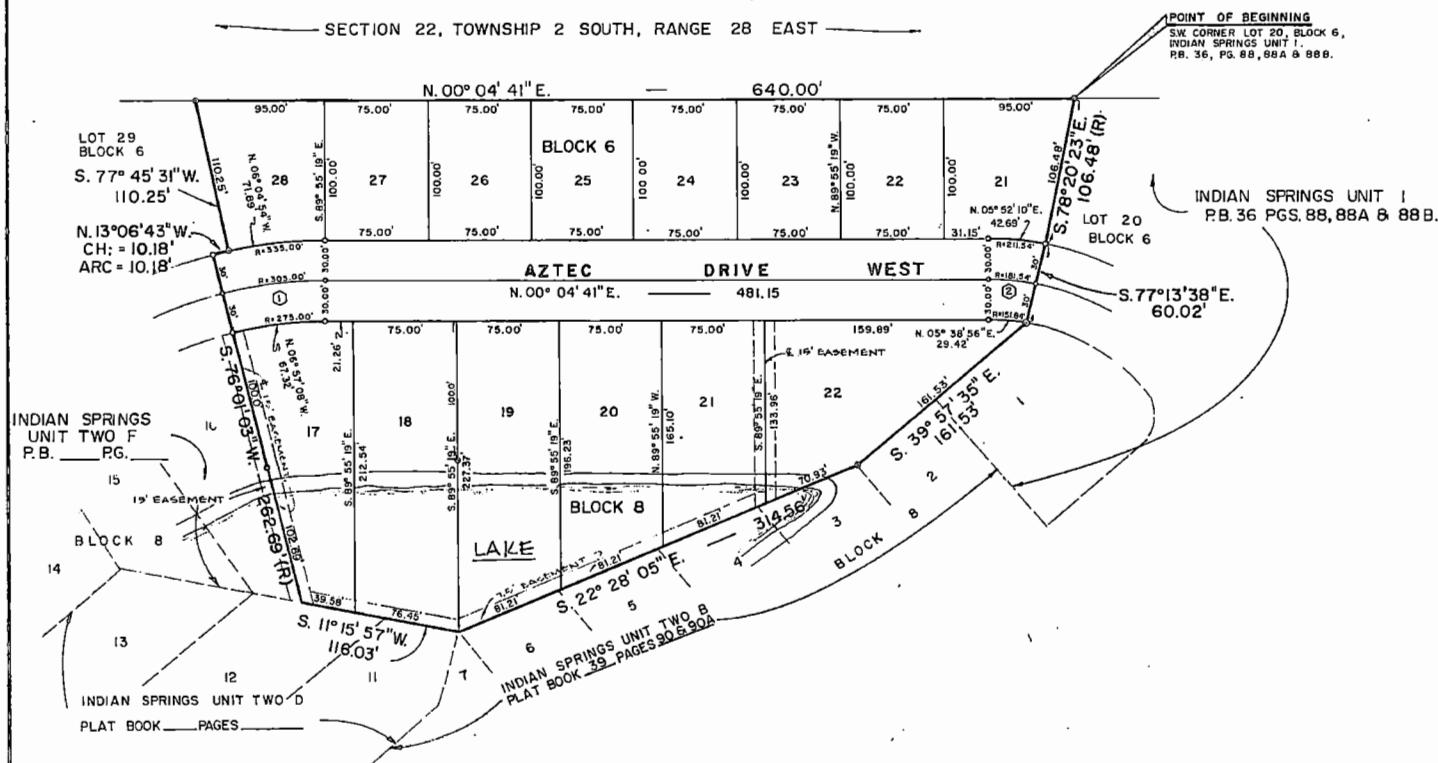
| NO. | DELTA     | RADIUS  | ARC    | TAN    | CHORD BEARING | CHORD  |
|-----|-----------|---------|--------|--------|---------------|--------|
| ①   | 14°03'38" | 305.00' | 74.88' | 37.61' | S. 6°57'08"E. | 74.66' |
| ②   | 11°23'54" | 181.54' | 36.12' | 16.12' | N. 5°46'38"E. | 36.06' |

## GENERAL NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: (M)
2. PERMANENT CONTROL POINTS ARE SHOWN THUS: (C)
3. BEARINGS AND DISTANCES ON CURVES REFER TO CHORD DATA.
4. ALL STREET CORNER RADII ARE 25.0 FEET.
5. ALL STREETS RIGHT-OF-WAY ARE 60.0 FEET IN WIDTH.
6. RADIAL LINES ARE SHOWN THUS: (R)
7. ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, SEWAGE COLLECTION, WATER DISTRIBUTION, AND OTHER UTILITIES UNLESS OTHERWISE NOTED.
8. BEARINGS TAKEN FROM INDIAN SPRINGS UNIT ONE, PLAT BOOK 36 PAGES 88, 88A & 88B



SECTION 22, TOWNSHIP 2 SOUTH, RANGE 28 EAST



4.1885 Ac.

PLAT BOOK 41 PAGE 30

SHEET 1 OF 2 SHEETS

# INDIAN SPRING UNIT TWO F

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA

Taxes VERIFIED R.B.F.

## CAPTION:

A part of Section 23, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:  
Commence at the Southwest corner of Lot 20, Block 6, Indian Springs Unit One as recorded in Plat Book 36, pages 88, 88A & 88B of the current Public records of said Duval County, Florida; thence South 00 degs. 04 mins. 41 secs. West, 640.00 feet to the POINT OF BEGINNING; thence continue South 00 degs. 04 mins. 41 secs. West, 643.08 feet; thence North 88 degs. 56 mins. 44 secs. East, 103.39 feet; thence South 01 degs. 03 mins. 16 secs. East, 10.00 feet; thence North 88 degs. 56 mins. 44 secs. East, 160.00 feet; thence North 01 degs. 03 mins. 16 secs. West, 31.22 feet; thence North 88 degs. 56 mins. 44 secs. East, 180.00 feet; thence North 01 degs. 03 mins. 16 secs. West, 5.44 feet; thence North 88 degs. 56 mins. 44 secs. East, 114.44 feet; thence North 00 degs. 27 mins. 10 secs. East, 190.00 feet; thence North 89 degs. 32 mins. 50 secs. West, 11.44 feet; thence North 03 degs. 06 mins. 06 secs. West, 95.24 feet; thence North 26 degs. 46 mins. 39 secs. West, 80.00 feet; thence North 39 degs. 57 mins. 33 secs. West, 270.00 feet; thence North 11 degs. 15 mins. 57 secs. East, 131.47 feet; thence South 76 degs. 01 mins. 03 secs. West, 280.69 feet; thence North 13 degs. 06 mins. 43 secs. West, 10.18 feet; thence South 77 degs. 45 mins. 31 secs. West, 110.75 feet to the POINT OF BEGINNING.

## DEVELOPER'S CERTIFICATE:

This is to certify that RADNOR/JACKSONVILLE CORPORATION has furnished the City of Jacksonville, a Plat Surety Bond as guarantee that the proposed improvements within public space will be constructed according to the plans and specifications approved by the City of Jacksonville, and has furnished the City of Jacksonville a Sidewalk Surety Bond as guarantee that the sidewalks will be constructed according to the plans and specifications approved by the City of Jacksonville. Said Bonds are equivalent to one hundred percent of the engineering costs and estimated costs of construction and cost of placing permanent control points.

Signed this 30th day of JULY, 1985.

JOHN H. LYONS, VICE PRESIDENT  
OF RADNOR/JACKSONVILLE CORPORATION

DIRECTOR OF PUBLIC WORKS

## CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN PLAT BOOK 41, PAGES 30, 30A OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS 14th DAY OF September, A.D., 1985.

S. Morgan Slaughter,  
S. Morgan Slaughter, Clerk  
of Circuit Court

BY: Doris L. Stachfield  
Deputy Clerk

## APPROVED FOR RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO ORDINANCE NO. 2200-82 OF SAID CITY, ADOPTED BY ITS CITY COUNCIL, AND APPROVED BY ITS MAYOR THIS 19th DAY OF August, A.D., 1985.

Mayor of City of Jacksonville

Secretary to the City Council of the City of Jacksonville

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED, AND DESCRIBED IN THE CAPTION, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLESS WITH ALL OF THE REQUIREMENTS OF FLORIDA STATUTE 177, THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND THE CITY OF JACKSONVILLE, FLORIDA. SIGNED AND SEALED THIS 31st DAY OF July, A.D., 1985.

OLD SOUTH LAND SURVEYORS, INC.

FLORIDA REGISTERED LAND SURVEYOR NO. 1919

## ADOPTION AND DEDICATION

This is to certify that Radnor/Jacksonville Corporation, a Corporation under the laws of the State of Delaware, is the lawful owner of the lands described in the caption herein known as Indian Springs Unit Two F, having caused the same to be surveyed and subdivided; and this plat being made in accordance with said survey is hereby adopted as a true and correct plat of these lands, and all drives, ways, easements for drainage, utilities and sewers shown here on are hereby irrevocably and without reservation, dedicated to the City of Jacksonville. The drainage easement through and over the lakes shown on this plat are hereby irrevocably dedicated to the City of Jacksonville, its successors and assigns, and are subject to the following covenants which shall run with the land; (1) the drainage easements hereby dedicated shall permit the City of Jacksonville, its successors and assigns, to discharge into said lakes which those easements traverse, all water which may fall or come upon all trails, courts, and lanes hereby dedicated, together with all soil, nutrients, chemicals and all other substances which may flow or pass from trails, courts, and lanes; from adjacent land or from any other source of public waters into or through said lakes, without any liability whatsoever on the part of the City of Jacksonville, its successors and assigns, for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by the City of Jacksonville, its successors and assigns; (2) the lakes shown on this plat are owned in fee simple title by the abutting property owners. The City of Jacksonville by acceptance of this plat assumes no responsibility for the removal or treatment of aquatic plants, animals, soil, chemicals or any other substance or thing that may even be or come within said lakes which these easements traverse, nor any responsibility for maintenance or preservation of the water purity, water level or water depth which responsibilities shall be those of the abutting owners; (3) the City of Jacksonville, its successors and assigns, shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the developer or any other person within the area of the lands hereby platted or of the lake shown on this plat but shall have the right to modify the existence of the lake and that which retains it to effect adequate drainage including, but not limited to, the right to remove any water level control structures or any part thereof. Radnor/Jacksonville Corporation, developer and owner of the lands described and captioned herein, shall indemnify the City of Jacksonville and save it harmless from suits, actions, damages, and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the lakes described above, or any part thereof, occasioned wholly or in part by any act of omission of Radnor/Jacksonville Corporation, its agents, contractors, employees, servants, licensees or concessionaires within Indian Springs Unit Two F. This indemnification shall run with the land and the assigns of Radnor/Jacksonville Corporation and shall be subject to it.

J.E.A. easements shown are dedicated to the Jacksonville Electric Authority, its successors and assigns for use in its underground distribution system.

In witness whereof, Radnor/Jacksonville Corporation having caused these presents to be duly executed by and with the authority of their Board of Directors, with the Corporate Seal; affixed this 30th day of JULY, 1985, A.D.

Radnor/Jacksonville Corporation  
By: Patricia S. Warren  
Witnessed on to Radnor/Jacksonville Corporation

RADNOR/JACKSONVILLE CORPORATION

By: Vice President  
(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Duval

The foregoing Adoption and Dedication was acknowledged before me this 30th day of July, 1985, by Patricia S. Warren, Vice President of RADNOR/JACKSONVILLE CORPORATION, a Delaware Corporation, on behalf of the corporation.

My commission expires: 8-15-85

Official beginning survey  
filed October 2, 1986  
OR Book 4023 Pg. 1407

APPROVED  
8-5-85  
BY: Martin R. P. Jones  
CITY ENGINEER  
DIRECTOR OF PUBLIC WORKS  
GENERAL COUNSEL OR  
Shirley J. Cox  
ASSISTANT COUNSEL

# INDIAN SPRINGS UNIT TWO F

A PART OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PLAT BOOK 41 PAGE 304

SHEET 2 OF 2 SHEETS

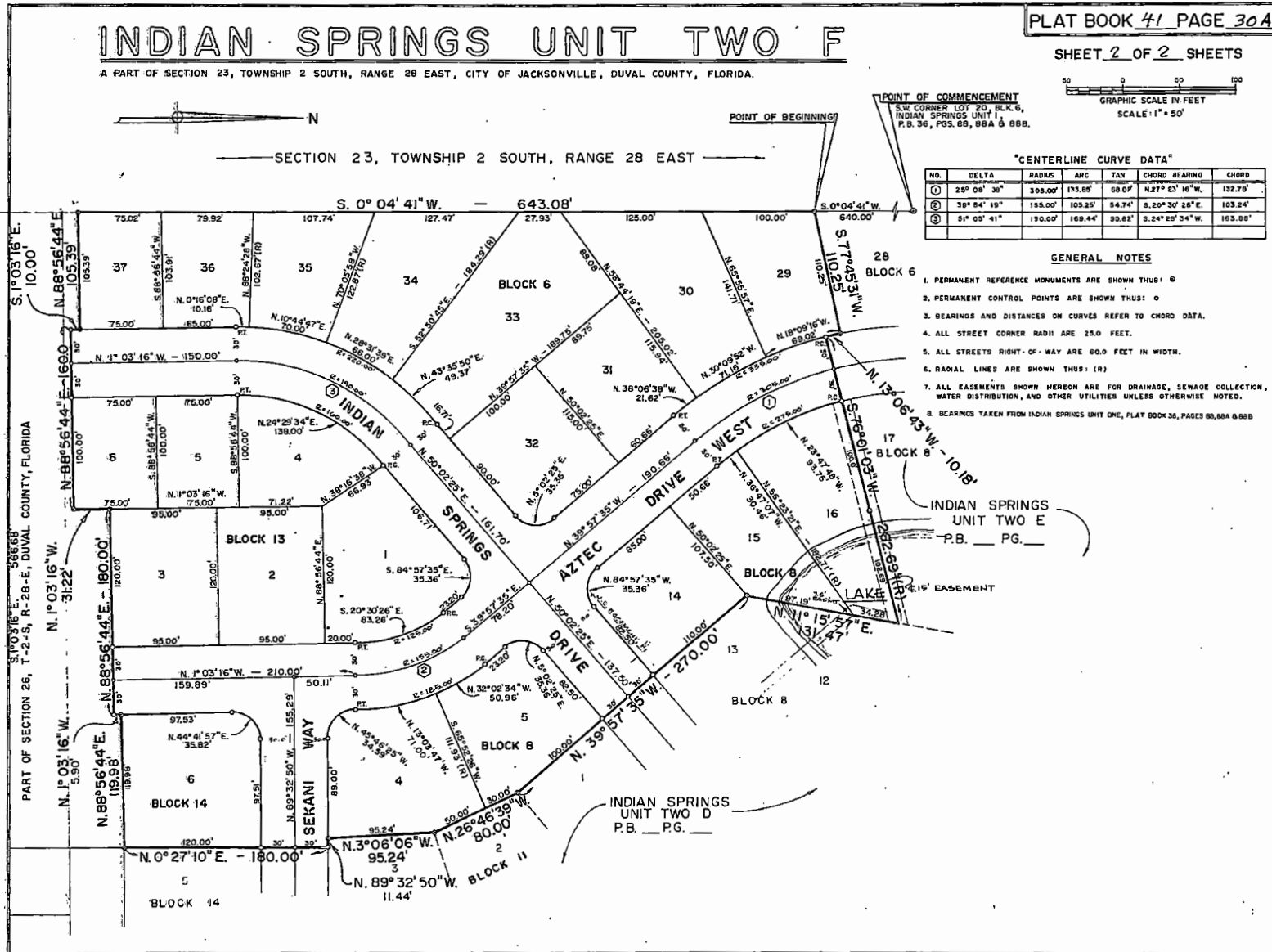


POINT OF COMMENCEMENT  
S.W. CORNER LOT 20, BLK 6,  
INDIAN SPRINGS UNIT 1,  
P.B. 36, PGS. 88, 88A & 88B.

| *CENTERLINE CURVE DATA* |             |         |         |        |                  |         |
|-------------------------|-------------|---------|---------|--------|------------------|---------|
| NO.                     | DELTA       | RADIUS  | ARC     | TAN    | CHORD BEARING    | CHORD   |
| 1                       | 28° 08' 30" | 305.00' | 133.88' | 68.09' | N.27° 03' 16" W. | 132.70' |
| 2                       | 30° 54' 19" | 155.00' | 105.25' | 54.74' | S.20° 30' 28" E. | 103.24' |
| 3                       | 51° 05' 41" | 190.00' | 169.44' | 99.82' | S.24° 20' 34" W. | 163.88' |

## GENERAL NOTES

1. PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: ○
2. PERMANENT CONTROL POINTS ARE SHOWN THUS: ○
3. BEARINGS AND DISTANCES ON CURVES REFER TO CHORD DATA.
4. ALL STREET CORNER RADII ARE 25.0 FEET.
5. ALL STREETS RIGHT-OF-WAY ARE 60.0 FEET IN WIDTH.
6. RADIAL LINES ARE SHOWN THUS: (R)
7. ALL EASEMENTS SHOWN HEREON ARE FOR DRAINAGE, SEWAGE COLLECTION, WATER DISTRIBUTION, AND OTHER UTILITIES UNLESS OTHERWISE NOTED.
8. BEARINGS TAKEN FROM INDIAN SPRINGS UNIT ONE, PLAT BOOK 36, PAGES 88, 88A & 88B



7.424 Ac.

| Street # | Street Name    | Type | - | NAME (Last First)            | Legal Description                                                        | Book    | Page    |
|----------|----------------|------|---|------------------------------|--------------------------------------------------------------------------|---------|---------|
| 12747    | SEKANI         | WAY  |   | AGUINALDO ANTHONY            | 41-30 23-2S-28E .32 INDIAN SPRINGS UNIT 2F LOT 4 BLK 11                  | Book 41 | Page 30 |
| 12787    | AZTEC          | DR   | N | ANDERSON R STEWART ET AL     | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 5                        | Book 36 | Page 88 |
| 2114     | INDIAN SPRINGS | DR   |   | ARAGON AGRIPINO M            | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 4 BLK 9                    | Book 39 | Page 89 |
| 2221     | EAGLES NEST    | RD   |   | ARGUELLES RAYMON A           | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 27 BLK 1                      | Book 41 | Page 27 |
| 2033     | INDIAN SPRINGS | DR   |   | ASHENDEN EDWARD A            | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 17 BLK 1                       | Book 36 | Page 88 |
| 1728     | INDIAN SPRINGS | DR   |   | AUSTIN JACQUELYN BLAIR ET AL | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 4                        | Book 36 | Page 88 |
| 2205     | INDIAN SPRINGS | DR   |   | BALAGTAS WINIFREDO T         | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 15 BLK 10 O/R BK 5973-1193 | Book 39 | Page 90 |
| 1831     | INDIAN SPRINGS | DR   |   | BANKERT KEVIN                | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 10 BLK 1                       | Book 36 | Page 88 |
| 2009     | INDIAN SPRINGS | DR   |   | BARTON JOHN S JR ET AL       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 14 BLK 1                       | Book 36 | Page 88 |
| 2124     | DEER RUN       | TRL  |   | BARTON SHEILA                | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 2 BLK 8                    | Book 39 | Page 90 |
| 2028     | INDIAN SPRINGS | DR   |   | BAUZON ANTONIETTA A ET AL    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 5                        | Book 36 | Page 88 |
| 12755    | MARICOPA       | WAY  |   | BAXTER ROBERT M              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7(EX E 9FT) BLK 2              | Book 36 | Page 88 |
| 12744    | CARIBOU        | CT   |   | BAYLOCK ERNEST C             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 17 BLK 4                       | Book 36 | Page 88 |
| 12794    | SUN DANCE      | LN   |   | BAYOT DOMINCIANO G           | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 37 BLK 4                       | Book 36 | Page 88 |
| 2013     | DEER RUN       | TRL  |   | BECKER MEGAN KAY             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 13 BLK 5                       | Book 36 | Page 88 |
| 2142     | AZTEC          | DR   | W | BENNETT GERALD S             | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 25 BLK 6                      | Book 41 | Page 29 |
| 2166     | AZTEC          | DR   | W | BENSON GERALD G              | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 29 BLK 6                      | Book 41 | Page 30 |
| 2257     | EAGLES NEST    | RD   |   | BEST WILLIAM D               | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 33 BLK 1                      | Book 41 | Page 27 |
| 12744    | AZTEC          | DR   | N | BOYLES DAVID B               | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 19 BLK 7                   | Book 36 | Page 88 |
| 2025     | INDIAN SPRINGS | DR   |   | BRADSHAW CONSTANCE J         | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 16 BLK 1                       | Book 36 | Page 88 |
| 2229     | MESCALARO      | WAY  |   | BROOKS CARRIE R              | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 7 BLK 10                      | Book 41 | Page 28 |
| 2137     | INDIAN SPRINGS | DR   |   | BROOKS TERRY J               | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 23 BLK 1 O/R BK 6318-616   | Book 39 | Page 89 |
| 2132     | DEER RUN       | TRL  |   | BROWN ROBERT W               | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 3 BLK 8                    | Book 39 | Page 90 |
| 2143     | INDIAN SPRINGS | DR   |   | BURTON PAUL A                | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 24 BLK 1                   | Book 39 | Page 89 |
| 2032     | DEER RUN       | TRL  |   | CANE TRUST                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 16 BLK 6                       | Book 36 | Page 88 |
| 12736    | AZTEC          | DR   | N | CARDONA ALEJANDRO L          | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 18 BLK 7                       | Book 36 | Page 88 |
| 2029     | DEER RUN       | TRL  |   | CARLSON CRYSTAL ANN          | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 11 BLK 5                       | Book 36 | Page 88 |
| 12753    | SEKANI         | WAY  |   | CATUBIG BRIAN LEE ET AL      | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 3 BLK 11                      | Book 41 | Page 28 |
| 12747    | CARIBOU        | CT   |   | CHICHESTER DOUGLAS I         | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 28 BLK 4                       | Book 36 | Page 88 |
| 2328     | INDIAN SPRINGS | DR   |   | CHISM SCOTT E                | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 36 BLK 6                      | Book 41 | Page 30 |
| 12733    | LOCREN         | RD   |   | CLARK JEFFREY PAUL ET AL     | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 15 BLK 4                       | Book 36 | Page 88 |
| 2229     | INDIAN SPRINGS | DR   |   | CLISH DANIEL W               | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 12 BLK 10                  | Book 39 | Page 90 |
| 2108     | DEER RUN       | TRL  |   | CODY KATHLEEN M              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 8                        | Book 36 | Page 88 |
| 2148     | INDIAN SPRINGS | DR   |   | COURSON CARL S               | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 8 BLK 7                    | Book 39 | Page 89 |
| 12741    | LOCREN         | RD   |   | CREATURA JOHN A              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 14 BLK 4 O/R BK 6811-161       | Book 36 | Page 88 |
| 12739    | CARIBOU        | CT   |   | CRUZ HASSAN                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 29 BLK 4                       | Book 36 | Page 88 |
| 2227     | EAGLES NEST    | RD   |   | CUTTS JACQUELINE SOLIS       | 41-27 27-2S-28E INDIAN SPRINGS UNIT 2C LOT 28 BLK 1                      | Book 41 | Page 27 |
| 12763    | AZTEC          | DR   | N | DANIELS ELEANOR V            | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7 BLK 5 O/R BK 5832-2085       | Book 36 | Page 88 |
| 1922     | INDIAN SPRINGS | DR   |   | DANIELS JULIE ANN ET AL      | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 8 BLK 4                        | Book 36 | Page 88 |
| 1919     | INDIAN SPRINGS | DR   |   | DEYOUNG KELLY A              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 12 BLK 1                       | Book 36 | Page 88 |

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| 2164     | DEER RUN       | TRL  | DURSUN BURCIN ET AL           | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 7 BLK 8         | Book 39 | Page 90 |
| 2172     | DEER RUN       | TRL  | ELLIOTT TODD W                | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 8 BLK 8         | Book 39 | Page 90 |
| 1625     | INDIAN SPRINGS | DR   | ERVIN STEVEN L                | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 2 BLK 1             | Book 36 | Page 88 |
| 1720     | INDIAN SPRINGS | DR   | FARFAN ZACARIAS R             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 2 BLK 4             | Book 36 | Page 88 |
| 2141     | AZTEC          | DR W | FIELDER MARK T SR             | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 20 BLK 8           | Book 41 | Page 29 |
| 2244     | INDIAN SPRINGS | DR   | FIERLE DAVID J                | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 12 BLK 8           | Book 41 | Page 28 |
| 2110     | PECOS          | WAY  | FITZGERALD TESA A             | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 1 BLK 7         | Book 39 | Page 89 |
| 2221     | INDIAN SPRINGS | DR   | FLYNN DANNY S                 | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 13 BLK 10       | Book 39 | Page 90 |
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| 2150     | PECOS          | WAY  | FRANCIS MELANIE RAE           | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 6 BLK 7         | Book 39 | Page 89 |
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| 12752    | SUN DANCE      | LN   | GAROFALO FRANK T ET AL        | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 31 BLK 4            | Book 36 | Page 88 |
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| 2130     | AZTEC          | DR W | GAVAGAN RYAN ETAL             | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 23 BLK 6           | Book 41 | Page 29 |
| 12749    | SUN DANCE      | LN   | GERARD MELINDA L              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 3             | Book 36 | Page 88 |
| 2178     | AZTEC          | DR W | GIBSON ANNA B                 | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 31 BLK 6           | Book 41 | Page 30 |
| 2154     | AZTEC          | DR W | GIBSON WILLIAM B              | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 27 BLK 6           | Book 41 | Page 29 |
| 1815     | INDIAN SPRINGS | DR   | GILBERT MELANIE L             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 8 BLK 1             | Book 36 | Page 88 |
| 1823     | INDIAN SPRINGS | DR   | GILL HUBERT W                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 9 BLK 1             | Book 36 | Page 88 |
| 12739    | AZTEC          | DR N | GILLESPIE JAMES K             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 10 BLK 5            | Book 36 | Page 88 |
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| 12784    | CARIBOU        | CT   | GIUMA TAYEB A                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 22 BLK 4            | Book 36 | Page 88 |
| 12773    | MARICOPA       | WAY  | GONZALEZ ALEXANDRIA           | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 2             | Book 36 | Page 88 |
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| 2012     | INDIAN SPRINGS | DR   | GRIFFITH LAUREN M ETAL        | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 5             | Book 36 | Page 88 |
| 1929     | INDIAN SPRINGS | DR   | GRIGGS DENNIS D               | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 13 BLK 1            | Book 36 | Page 88 |
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| 12766    | SEKANI         | WAY  | GROBSTICK AMY LYN             | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 3 BLK 14           | Book 41 | Page 27 |
| 2106     | INDIAN SPRINGS | DR   | GROOM THOMAS B                | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 5 BLK 9         | Book 39 | Page 89 |
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| 2224     | INDIAN SPRINGS | DR   | HENRIQUEZ ADALBERTO           | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 9 BLK 8         | Book 39 | Page 90 |
| 2016     | DEER RUN       | TRL  | HERBENICK RICHARD FRANK       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 14 BLK 6            | Book 36 | Page 88 |
| 2232     | INDIAN SPRINGS | DR   | HIGGINS ROBERT M              | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 10 BLK 8        | Book 39 | Page 90 |
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| 2056     | DEER RUN       | TRL  | HOWARD JERRY D                | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 19 BLK 6            | Book 36 | Page 88 |

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| 2184     | AZTEC          | DR W | HOY SHELLY M ET AL                 | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 32 BLK 6                                                 | Book 41 | Page 30 |
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| 2156     | INDIAN SPRINGS | DR   | JONSSON ZACHARY BO                 | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 9 BLK 7                                               | Book 39 | Page 89 |
| 1828     | INDIAN SPRINGS | DR   | KELLER DAN E                       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 6 BLK 4                                                   | Book 36 | Page 88 |
| 12764    | MARICOPA       | WAY  | KELLER JOHN B ET AL                | 36-88 23-2S-28E INDIAN SPRINGS UNIT LOT 2 BLK 3                                                     | Book 36 | Page 88 |
| 2165     | AZTEC          | DR W | KERINS CHRISTOPHER P               | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 16 BLK 8                                                 | Book 41 | Page 30 |
| 2123     | INDIAN SPRINGS | DR   | KERR JAMES T                       | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 21 BLK 1                                              | Book 39 | Page 89 |
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| 2316     | INDIAN SPRINGS | DR   | KING MOLLY M                       | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 34 BLK 6                                                 | Book 41 | Page 30 |
| 12755    | CARIBOU        | CT   | KINNEY JAMES EDGAR                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 27 BLK 4                                                  | Book 36 | Page 88 |
| 2103     | INDIAN SPRINGS | DR   | KITKOWSKI SHARON R                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 18 BLK 1                                                  | Book 36 | Page 88 |
| 2140     | DEER RUN       | TRL  | KROTZ THOMAS W ETAL                | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 4 BLK 8                                               | Book 39 | Page 90 |
| 2233     | EAGLES NEST    | RD   | KUTZ DANIEL                        | 41-27 23-2S-28E .280 INDIAN SPRINGS UNIT 2C LOT 29 BLK 1                                            | Book 41 | Page 27 |
| 2217     | MESCALARO      | WAY  | LACOSTE KATHRYN M                  | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 9 BLK 10                                                 | Book 41 | Page 28 |
| 2134     | PECOS          | WAY  | LAURENT LOURDES                    | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 4 BLK 7                                               | Book 39 | Page 89 |
| 12749    | LOCREN         | RD   | LAURENT LOURDES                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 13 BLK 4                                                  | Book 36 | Page 88 |
| 2159     | AZTEC          | DR W | LAURINAITIS LORETTA ET AL          | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 17 BLK 8                                                 | Book 41 | Page 29 |
| 2223     | MESCALARO      | WAY  | LAYTON LON W                       | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 8 BLK 10                                                 | Book 41 | Page 28 |
| 2209     | EAGLES NEST    | RD   | LEAVELL CALVIN F                   | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 25 BLK 1                                              | Book 39 | Page 89 |
| 1820     | DEER RUN       | TRL  | LEPELY HENRY LIFE ESTATE           | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7 BLK 6                                                   | Book 36 | Page 88 |
| 12766    | SUN DANCE      | LN   | LEPELY HENRY TRUST                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 33 BLK 4                                                  | Book 36 | Page 88 |
| 2135     | AZTEC          | DR W | LEWIS MARTHA H                     | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 21 BLK 8                                                 | Book 41 | Page 29 |
| 12768    | CARIBOU        | CT   | LILLARD WILLIAM A                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 20 BLK 4                                                  | Book 36 | Page 88 |
| 12771    | CARIBOU        | CT   | LOTT JUSTIN ET AL                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 25 BLK 4                                                  | Book 36 | Page 88 |
| 1834     | DEER RUN       | TRL  | LOTZ LUTHER ET AL                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 9 BLK 6                                                   | Book 36 | Page 88 |
| 2126     | PECOS          | WAY  | LOURDES LAURENT / GILLOON ROBERT   | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 3 BLK 7                                               | Book 39 | Page 89 |
| 12788    | SUN DANCE      | LN   | LUCAS C BROCK                      | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 36 BLK 4                                                  | Book 36 | Page 88 |
| 1709     | INDIAN SPRINGS | DR   | LUDKE ARTHUR A                     | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 1 O/R BK 7099-200                                   | Book 36 | Page 88 |
| 12755    | AZTEC          | DR N | LUMLEY CHRISTOPHER                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 8 BLK 5                                                   | Book 36 | Page 88 |
| 1911     | INDIAN SPRINGS | DR   | LY KIMBERLY C ET AL                | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 11 BLK 1                                                  | Book 36 | Page 88 |
| 2244     | EAGLES NEST    | RD   | MANAËVA LARISA A                   | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 5 BLK 10                                                 | Book 41 | Page 27 |
| 2125     | AZTEC          | DR W | MANUEL RODOLFO R                   | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 22 BLK 8 O/R BK 6502-851                                 | Book 41 | Page 29 |
| 2211     | MESCALARO      | WAY  | MARTIN CHARLES E                   | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 10 BLK 10                                                | Book 41 | Page 28 |
| 1717     | INDIAN SPRINGS | DR   | MCARTOR AMANDA M MEALER            | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 1                                                   | Book 36 | Page 88 |
| 1619     | INDIAN SPRINGS | DR   | MCCARTY LISA R                     | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 1                                                   | Book 36 | Page 88 |
| 1618     | DEER RUN       | TRL  | MCCUSKER JEFFREY G                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 6                                                   | Book 36 | Page 88 |

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| 2131     | PECOS          | WAY  | MCGINTY MICHAEL                 | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 3 BLK 9             | Book 39 | Page 89 |
| 2215     | EAGLES NEST    | RD   | MCGUINNESS LORRAINE M           | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 26 BLK 1               | Book 41 | Page 27 |
| 2112     | AZTEC          | DR W | MCKINNEY MICHAEL H              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 20 BLK 6                | Book 36 | Page 88 |
| 12736    | CARIBOU        | CT   | MCVANEY DAVID L                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 16 BLK 4                | Book 36 | Page 88 |
| 12767    | MARICOPA       | WAY  | MENARD KENNETH G ET AL          | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 2                 | Book 36 | Page 88 |
| 12761    | SUN DANCE      | LN   | MILLER PETER G LCDR             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7 BLK 3 O/R BK 5675-864 | Book 36 | Page 88 |
| 2310     | INDIAN SPRINGS | DR   | MINCEY GARY ALLAN SR            | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 33 BLK 6               | Book 41 | Page 30 |
| 2335     | INDIAN SPRINGS | DR   | MITCHELL CASEY D                | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 6 BLK 13               | Book 41 | Page 30 |
| 2160     | AZTEC          | DR W | MITCHELL LISA G                 | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 28 BLK 6               | Book 41 | Page 29 |
| 1724     | DEER RUN       | TRL  | MOELLER ERIC C                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 6                 | Book 36 | Page 88 |
| 12760    | CARIBOU        | CT   | MOORE BRITTANY NICOLE (CLEMENT) | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 19 BLK 4                | Book 36 | Page 88 |
| 2232     | EAGLES NEST    | RD   | MOYA GUMERCINDO P LIFE ESTATE   | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 3 BLK 10               | Book 41 | Page 27 |
| 2177     | AZTEC          | DR W | MUELLER FRANK W LIFE ESTATE     | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 14 BLK 8               | Book 41 | Page 30 |
| 2148     | DEER RUN       | TRL  | NIERMANN JEFFREY A              | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 5 BLK 8             | Book 39 | Page 90 |
| 12770    | MARICOPA       | WAY  | NIX ANDREW J ET AL              | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 3                 | Book 36 | Page 88 |
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| 2115     | PECOS          | WAY  | ORTIZ DREK F                    | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 1 BLK 9             | Book 39 | Page 89 |
| 12778    | LOCREN         | RD   | OSOWSKI NICHOL                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 19 BLK 5                | Book 36 | Page 88 |
| 2151     | DEER RUN       | TRL  | PANTFOEDER KAREN E ETAL         | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 14 BLK 7            | Book 39 | Page 90 |
| 2249     | INDIAN SPRINGS | DR   | PARKER AARON                    | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 1 BLK 11               | Book 41 | Page 28 |
| 12772    | SUN DANCE      | LN   | PARVIN ERINN N                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 34 BLK 4                | Book 36 | Page 88 |
| 2232     | AZTEC          | DR W | PAUL JEFFREY M                  | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 3 BLK 13               | Book 41 | Page 30 |
| 12782    | MARICOPA       | WAY  | PEFFER ARTHUR D                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 38 BLK 4                | Book 36 | Page 88 |
| 2127     | DEER RUN       | TRL  | PENAFLORE ILUSTRE C             | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 17 BLK 7            | Book 39 | Page 90 |
| 2250     | INDIAN SPRINGS | DR   | PENTLIN BRYAN                   | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 13 BLK 8               | Book 41 | Page 28 |
| 2238     | INDIAN SPRINGS | DR   | PERKINS EPPS C ET AL            | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 11 BLK 8               | Book 41 | Page 28 |
| 1634     | DEER RUN       | TRL  | PETIET ELIZABETH D ET AL        | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 6                 | Book 36 | Page 88 |
| 12767    | SUN DANCE      | LN   | POUGIOUKLIDIS EVANGELOS TRUST   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 8 BLK 3                 | Book 36 | Page 88 |
| 12771    | SEKANI         | WAY  | POUGIOUKLIDIS EVANGELOS TRUST   | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 6 BLK 10               | Book 41 | Page 27 |
| 1828     | DEER RUN       | TRL  | POUGIOUKLIDIS NINA TRUST        | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 8 BLK 6                 | Book 36 | Page 88 |
| 2021     | DEER RUN       | TRL  | POUGIOUKLIDIS NINA TRUST        | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 12 BLK 5                | Book 36 | Page 88 |
| 2216     | AZTEC          | DR W | POUGIOUKLIDIS NINA TRUST        | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 2 BLK 13               | Book 41 | Page 30 |
| 2172     | AZTEC          | DR W | PRETIUM SFR HOLDING LLC         | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 30 BLK 6               | Book 41 | Page 30 |
| 1725     | INDIAN SPRINGS | DR   | RAASCH ERIC P LIFE ESTATE       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 6 BLK 1                 | Book 36 | Page 88 |
| 12771    | AZTEC          | DR N | REED JAMES E                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 6 BLK 5                 | Book 36 | Page 88 |
| 1711     | DEER RUN       | TRL  | REES EDWARD A                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 3                 | Book 36 | Page 88 |
| 2148     | AZTEC          | DR W | RENSHAW MICHAEL                 | 41-29 23-2S-28E .17 INDIAN SPRINGS UNIT 2E LOT 26 BLK 6           | Book 41 | Page 29 |
| 1914     | INDIAN SPRINGS | DR   | RENTERIA PIERRE                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7 BLK 4                 | Book 36 | Page 88 |
| 12780    | SUN DANCE      | LN   | RIPLEY SHEILA                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 35 BLK 4                | Book 36 | Page 88 |

| Street # | Street Name    | Type - | NAME (Last First)                  | Legal Description                                                    | Book    | Page    |
|----------|----------------|--------|------------------------------------|----------------------------------------------------------------------|---------|---------|
| 2156     | DEER RUN       | TRL    | RIZK RUTH LIFE ESTATE              | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 6 BLK 8                | Book 39 | Page 90 |
| 1918     | DEER RUN       | TRL    | ROBINSON HAROLD                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 10 BLK 6                   | Book 36 | Page 88 |
| 1926     | DEER RUN       | TRL    | ROBINSON HAROLD                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 11 BLK 6                   | Book 36 | Page 88 |
| 12781    | LOCREN         | RD     | ROCHA RAFAEL                       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 9 BLK 4                    | Book 36 | Page 88 |
| 2048     | DEER RUN       | TRL    | ROLLINS DENNIS A                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 18 BLK 6                   | Book 36 | Page 88 |
| 12758    | SUN DANCE      | LN     | ROONEY ANTHONY MICHAEL             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 32 BLK 4                   | Book 36 | Page 88 |
| 2238     | EAGLES NEST    | RD     | RUE ROBERT MICHAEL                 | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 4 BLK 10 O/R BK 6339-1028 | Book 41 | Page 27 |
| 2208     | INDIAN SPRINGS | DR     | RUELOS RICHARD R                   | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 10 BLK 7               | Book 39 | Page 90 |
| 2143     | DEER RUN       | TRL    | RUMBACH JOHN M                     | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 15 BLK 7               | Book 39 | Page 90 |
| 2142     | PECOS          | WAY    | RUSSELL JASON ET AL                | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 5 BLK 7                | Book 39 | Page 89 |
| 2153     | AZTEC          | DR W   | SAGE MATTHEW P                     | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 18 BLK 8                  | Book 41 | Page 29 |
| 2175     | DEER RUN       | TRL    | SALES MANUEL                       | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 11 BLK 7               | Book 39 | Page 90 |
| 12778    | SEKANI         | WAY    | SARGE ANNA N                       | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 1 BLK 14                  | Book 41 | Page 27 |
| 12773    | LOCREN         | RD     | SCHWEPPE DAVID WAYNE               | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 10 BLK 4                   | Book 36 | Page 88 |
| 12748    | SEKANI         | WAY    | SCOTT CRYSTAL L                    | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 6 BLK 14                  | Book 41 | Page 30 |
| 2109     | INDIAN SPRINGS | DR     | SENN BILLY J                       | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 19 BLK 1               | Book 39 | Page 89 |
| 2239     | EAGLES NEST    | RD     | SHORT STEVE C                      | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 30 BLK 1                  | Book 41 | Page 27 |
| 2167     | DEER RUN       | TRL    | SHOUSE RONALD A                    | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 12 BLK 7               | Book 39 | Page 90 |
| 2213     | INDIAN SPRINGS | DR     | SHUMATE ASHLEY                     | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 14 BLK 10              | Book 39 | Page 90 |
| 12763    | CARIBOU        | CT     | SIDELSKY LAYLA T                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 26 BLK 4                   | Book 36 | Page 88 |
| 1716     | DEER RUN       | TRL    | SMITH BRITTNEY J ET AL             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 6                    | Book 36 | Page 88 |
| 2017     | INDIAN SPRINGS | DR     | SMITH LAURA M                      | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 15 BLK 1                   | Book 36 | Page 88 |
| 2325     | INDIAN SPRINGS | DR     | SMITH MATHEW                       | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 5 BLK 13                  | Book 41 | Page 30 |
| 2210     | AZTEC          | DR W   | SMITH MILTON B                     | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 1 BLK 13                  | Book 41 | Page 30 |
| 2315     | INDIAN SPRINGS | DR     | SNELLING JUNE ROSE                 | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 4 BLK 13                  | Book 41 | Page 30 |
| 2020     | INDIAN SPRINGS | DR     | STEINHAUSER PATRICIA A             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 2 BLK 5 O/R BK 6421-377    | Book 36 | Page 88 |
| 12757    | LOCREN         | RD     | STEVENS KYLE                       | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 12 BLK 4                   | Book 36 | Page 88 |
| 2024     | DEER RUN       | TRL    | STEWART CAMERON B                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 15 BLK 6                   | Book 36 | Page 88 |
| 1820     | INDIAN SPRINGS | DR     | STEWART KAREN M                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 4                    | Book 36 | Page 88 |
| 12787    | CARIBOU        | CT     | STREET ENVY LLC                    | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 23 BLK 4                   | Book 36 | Page 88 |
| 1934     | DEER RUN       | TRL    | STUART RUSSELL ET AL               | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 12 BLK 6                   | Book 36 | Page 88 |
| 12779    | CARIBOU        | CT     | SUBRAMANIAN PADNA                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 24 BLK 4                   | Book 36 | Page 88 |
| 12746    | LOCREN         | RD     | SVEN AND EILEEN SLOTH FAMILY TRUST | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 15 BLK 5                   | Book 36 | Page 88 |
| 12779    | AZTEC          | DR N   | THACKER JESSICA A                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 5 BLK 5                    | Book 36 | Page 88 |
| 12738    | LOCREN         | RD     | THOMAS NEVAIDA                     | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 14 BLK 5                   | Book 36 | Page 88 |
| 12754    | LOCREN         | RD     | THOMPSON DOROTHY                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 16 BLK 5                   | Book 36 | Page 88 |
| 12793    | MARICOPA       | WAY    | THORPE HUSTENNA S                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 1 BLK 2                    | Book 36 | Page 88 |
| 12752    | CARIBOU        | CT     | TIMMS PAULA DIANE                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 18 BLK 4                   | Book 36 | Page 88 |
| 1631     | INDIAN SPRINGS | DR     | TROTTER WESLEY G                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 1                    | Book 36 | Page 88 |
| 12758    | MARICOPA       | WAY    | UTLEY KARLA K                      | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 3                    | Book 36 | Page 88 |

| Street # | Street Name    | Type - | NAME (Last First)                | Legal Description                                                      | Book    | Page    |
|----------|----------------|--------|----------------------------------|------------------------------------------------------------------------|---------|---------|
| 1817     | DEER RUN       | TRL    | VARGAS FREDY ET AL               | 36-88 23-2S-28E .30 INDIAN SPRINGS UNIT 1 LOT 30 BLK 4                 | Book 36 | Page 88 |
| 1736     | INDIAN SPRINGS | DR     | VARNEY JASON S                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 4 BLK 4                      | Book 36 | Page 88 |
| 12762    | LOCREN         | RD     | WAGNER JAMES J & FRANCES G TRUST | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 17 BLK 5                     | Book 36 | Page 88 |
| 2118     | PECOS          | WAY    | WALL RAYMOND J                   | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 2 BLK 7 O/R BK 6155-1479 | Book 39 | Page 89 |
| 1626     | DEER RUN       | TRL    | WARMACK DONNA R                  | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 2 BLK 6                      | Book 36 | Page 88 |
| 2226     | EAGLES NEST    | RD     | WATERS GLORIA E                  | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 2 BLK 10                    | Book 41 | Page 27 |
| 1952     | DEER RUN       | TRL    | WEBER TRUST                      | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 13 BLK 6                     | Book 36 | Page 88 |
| 12760    | SEKANI         | WAY    | WELLS CHRISTOPHER R              | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 4 BLK 14                    | Book 41 | Page 28 |
| 2147     | AZTEC          | DR W   | WHEELER JAMIE RAE                | 41-29 23-2S-28E INDIAN SPRINGS UNIT 2E LOT 19 BLK 8                    | Book 41 | Page 29 |
| 2263     | EAGLES NEST    | RD     | WHEELER SUSAN D                  | 41-27 23-2S-28E INDIAN SPRINGS UNIT 2C LOT 34 BLK 1                    | Book 41 | Page 27 |
| 2334     | INDIAN SPRINGS | DR     | WILLIAMS CHRISTOPHER C           | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 37 BLK 6                    | Book 41 | Page 30 |
| 2135     | DEER RUN       | TRL    | WILLIAMS DESIDERIA CANQUE ET AL  | 39-90 23-2S-28E INDIAN SPRINGS UNIT TWO B LOT 16 BLK 7                 | Book 39 | Page 90 |
| 2210     | MESCALARO      | WAY    | WILLIAMS ROGER A                 | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 2 BLK 11                    | Book 41 | Page 28 |
| 12779    | MARICOPA       | WAY    | WILSON BETTY ANN                 | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 3 BLK 2                      | Book 36 | Page 88 |
| 12755    | SUN DANCE      | LN     | WRIGHT LAUREN ASHLEY             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 6 BLK 3                      | Book 36 | Page 88 |
| 12770    | LOCREN         | RD     | WYMAN RONALD C                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 01 LOT 18 BLK 5                    | Book 36 | Page 88 |
| 2040     | DEER RUN       | TRL    | YANO TAKATOSHI                   | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 17 BLK 6                     | Book 36 | Page 88 |
| 1733     | INDIAN SPRINGS | DR     | ZAMBELLI ELIZABETH K             | 36-88 23-2S-28E INDIAN SPRINGS UNIT 1 LOT 7 BLK 1 O/R BK 6324-937      | Book 36 | Page 88 |
| 2322     | INDIAN SPRINGS | DR     | ZEGAIB PAMELA J                  | 41-30 23-2S-28E INDIAN SPRINGS UNIT 2F LOT 35 BLK 6                    | Book 41 | Page 30 |
| 2123     | PECOS          | WAY    | ZEGAIB PETER M                   | 39-89 23-2S-28E INDIAN SPRINGS UNIT TWO A LOT 2 BLK 9                  | Book 39 | Page 89 |
| 12754    | SEKANI         | WAY    | ZERBE DERRICK ROBERT             | 41-28 23-2S-28E INDIAN SPRINGS UNIT 2D LOT 5 BLK 14                    | Book 41 | Page 28 |
| 2171     | AZTEC          | DR W   | 2015 1 IH2 BORROWER LP           | 41-30 23-2S-28E .24 INDIAN SPRINGS UNIT 2F LOT 15 BLK 8                | Book 41 | Page 30 |

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, filed on August 26, 1981, as shown by the records of this office.

The charter number of this corporation is 749764.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
26th day of -- August, 1981.



CER 101 Rev. 12-80

George Firestone  
Secretary of State

080379

FILED  
Nov 13 2 28 PM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
INDIAN SPRINGS COMMUNITY  
ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 12770 Atlantic Boulevard, Jacksonville, Florida 32216.

ARTICLE III

~~Al L. Schneider, whose address is Suite 912, American Heritage Life Building, Jacksonville, Florida 32202, is~~ hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance,

preservation and architectural control of the residence Lots and Common Area within that certain tract or property described as the INDIAN SPRINGS SUBDIVISION, UNIT 1, a description of which is attached hereto as Exhibit "A" and made a part hereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto (including, without limitation, the tracts described on Exhibit "B" attached hereto and made a part hereof) as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions, hereinafter called the "Declaration", applicable to the properties described therein and recorded or to be recorded in the Current Public Records of Duval County, Florida, and as the same may be amended from time to time as therein provided said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under Florida Statutes, Chapter 617, by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI VOTING RIGHTS

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.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owner. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1985.

#### ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who shall be directors until the selection of their successors are:

| <u>Name</u>              | <u>Address</u>                                                      |
|--------------------------|---------------------------------------------------------------------|
| Carl E. Kraus            | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| Al L. Schneider, Esquire | Suite 912, American Heritage Life Bldg.<br>Jacksonville, Fla. 32202 |
| Kathryn M. Carrigg       | Suite 912, American Heritage Life Bldg.<br>Jacksonville, Fla. 32202 |
| John H. Lyons, III       | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| Robert P. Warren         | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| Patricia A. Warren       | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| George J. Szilier        | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| Cathy Wood               | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32216                    |
| John R. Dykinga          | 12770 Atlantic Blvd.<br>Jacksonville, Fla. 32202                    |

At the first annual meeting the members shall elect three (3) Directors for a term of one year, three (3) Directors for a term of two years and three (3) Directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three years.

#### ARTICLE VIII

##### OFFICERS

The affairs of this Association shall be managed by the officers of this Association. The officers of this Association shall be a president, vice-president and secretary-treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. The officers shall be elected annually by the Board of Directors as provided in the By-Laws.

The first officers of this Association and their residences are:

President:

John H. Lyons, III 12770 Atlantic Blvd.  
Jacksonville, Fla. 32216

Vice President:

Robert P. Warren 12770 Atlantic Blvd.  
Jacksonville, Fla. 32216

Secretary-Treasurer:

Carl E. Kraus 12770 Atlantic Blvd.  
Jacksonville, Fla. 32216

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the Board, and thereafter may not be altered, amended or rescinded except by the affirmative vote of not less than a majority of the total votes of a quorum of members present in person or by proxy at a regular or special meeting of the Association except that the FHA or the VA shall have the right to veto amendments while there is a Class B membership. The right to modify, amend or rescind may be restricted in the manner provided for in the By-Laws.

ARTICLE X

AMENDMENTS

These Articles of Incorporation may be amended by the affirmative vote of not less than seventy-five percent (75%) of the total votes of all members of this Association.

No amendment shall be made to these Articles of Incorporation which would in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

ARTICLE XI  
INDEMNIFICATION

Every Director and every officer of this Association (and the Directors and/or officers as a group) shall be indemnified by this Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of this Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board of Directors approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of this Association, and in instances where a Director or officer admits or is adjudged guilty of gross misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles of Incorporation shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XII  
FHA AND VA APPROVAL

As long as there is a Class B membership the following actions will require the prior approval of the FHA or the VA:

- (a) annexation of additional properties;
- (b) mergers and consolidations;
- (c) mortgaging or dedication of Common Area; and

ARTICLE XIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

INCORPORATORS

The names and addresses of the persons signing these Articles are:

|                      |                                                        |
|----------------------|--------------------------------------------------------|
| Al L. Schneider      | 4325 Heaventree Road<br>Jacksonville, Florida 32207    |
| Patricia A. Mitchell | 828 Colonial Court West<br>Jacksonville, Florida 32211 |
| Kathryn M. Carrigg   | 8529 Lenox Avenue<br>Jacksonville, Florida 32205       |

IN WITNESS WHEREOF, the subscribers hereto have hereunto set their hands and seals this 9th day of November, 1979.

Signed, sealed and delivered in the presence of:

|                        |                                                 |
|------------------------|-------------------------------------------------|
| <u>[Signature]</u>     | <u>[Signature]</u> (SE.<br>AL L. SCHNEIDER      |
| <u>Virginia L. Roe</u> | <u>[Signature]</u> (SE.<br>KATHRYN M. CARRIGG   |
| <u>[Signature]</u>     | <u>[Signature]</u> (SE.<br>PATRICIA A. MITCHELL |

STATE OF FLORIDA :  
 : SS  
COUNTY OF DUVAL :

BEFORE ME, the undersigned authority, personally appeared AL L. SCHNEIDER after being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of the INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., a Florida corporation not-for profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 9th day of November , 1979.

My commission expires:

Virginia Lewis Rose (SEAL)  
Notary Public

Notary Public, State of Florida at Large  
My commission expires Dec. 8, 1981

STATE OF FLORIDA :  
 : SS  
COUNTY OF DUVAL :

BEFORE ME, the undersigned authority, personally ap-  
peared KATHRYN M. CARRIGG after being by me  
first duly sworn, acknowledged that they executed the fore-  
going Articles of Incorporation of the INDIAN SPRINGS  
COMMUNITY ASSOCIATION, INC., a Florida corporation not for  
profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and  
County aforesaid, this 9th day of November , 1979.

My commission expires:

Virginia Lewis Rice (SEAL)  
Notary Public

Notary Public, State of Florida at Large  
My commission expires Dec. 8, 1981

STATE OF FLORIDA :  
 : SS  
COUNTY OF DUVAL :

BEFORE ME, the undersigned authority, personally ap-  
peared PARTICIA A. MITCHELL after being by me  
first duly sworn, acknowledged that they executed the  
fore-going Articles of Incorporation of the INDIAN SPRINGS  
COMMUNITY ASSOCIATION, INC., a Florida corporation not for  
profit, for the purposes therein expressed.

WITNESS my hand and official seal at the State and  
County aforesaid, this 9th day of November, 1979.

My commission expires:

Victoria Lewis Roe (SEAL)  
Notary Public

Notary Public, State of Florida at Large  
My commission expires Dec. 8, 1981

## EXHIBIT "A"

A part of fractional Section 23, Township 2 South, Range 28 East, lying South of the Southerly Right-of-Way line of Atlantic Boulevard in Duval County, Florida and being more particularly described as follows:

Commence at the intersection of the Southerly Right-of-Way line of Atlantic Boulevard (a 185 foot right-of-way) with the line common to Sections 23 and 38, (Bartholomeo De Castro Y Ferro Grant) for the Point of Beginning, said point being the Northwest corner of The Woods Unit One, as recorded in Plat Book 35, Pages 15 through 15C of the current public records of said county; thence run South  $06^{\circ} 48' 50''$  East along the East line of said Section 23 and along the West boundary of said subdivision of The Woods Unit One, a distance of 1749.12 feet; thence South  $83^{\circ} 11' 10''$  West, a distance of 230.00 feet; thence North  $06^{\circ} 48' 50''$  West, a distance of 65.00 feet to the point of curvature of a curve to the left, said curve being concave to the Southwest, having a radius of 25.00 feet, and being subtended by a chord which bears North  $51^{\circ} 48' 50''$  West, 35.36 feet; thence run Northwesterly along the arc of said curve, through a central angle of  $90^{\circ} 00' 00''$ , an arc distance of 39.27 feet to the point of tangency of said curve; thence South  $83^{\circ} 11' 10''$  West, a distance of 315.30 feet to the point of curvature of a curve to the left, said curve being concave to the Southeast, having a radius of 25.00 feet, and being subtended by a chord bearing South  $31^{\circ} 22' 53''$  West, 39.29 feet; thence run Southwesterly along the arc of said curve, through a central angle of  $103^{\circ} 36' 33''$ , an arc distance of 45.21 feet to a point of compound curvature of a curve to the left, said curve being concave to the Northeast, having a radius of 165.00 feet and being subtended by a chord which bears South  $28^{\circ} 46' 53''$  East, 47.97 feet; thence run Southeasterly along the arc of said curve, through a central angle of  $16^{\circ} 43' 00''$ , an arc distance of 48.14 feet; thence South  $52^{\circ} 51' 37''$  West, a distance of 160.39 feet; thence South  $39^{\circ} 57' 35''$  East, a distance of 1.98 feet; thence South  $50^{\circ} 02' 25''$  West, a distance of 100.00 feet; thence South  $39^{\circ} 57' 35''$  East, a distance of 20.00 feet; thence South  $50^{\circ} 02' 25''$  West, a distance of 180.00 feet; thence North  $39^{\circ} 57' 35''$  West, a distance of 86.53 feet; thence North  $77^{\circ} 13' 38''$  West, a distance of 60.02 feet; thence North  $78^{\circ} 20' 23''$  West, a distance of 106.48 feet to a point in the West line of said Section 23; thence run North  $00^{\circ} 04' 41''$  East along said West line of Section 23, a distance of 1653.84 feet to a point in the aforementioned Southerly Right-of-Way line of Atlantic Boulevard; thence run North  $65^{\circ} 53' 02''$  East along said Southerly Right-of-Way line, a distance of 408.41 feet to the point of curvature of a curve to the right, said curve being concave to the Southeast, having a radius of 2201.50 feet and being subtended by a chord which bears North  $73^{\circ} 13' 24''$  East, 562.46 feet; thence run Northeasterly along the arc of said curve, through a central angle of  $14^{\circ} 40' 43''$ , an arc distance of 564.00 feet to the point of beginning.

The above described property being the same property as described on plat of Indian Springs, Unit One, as recorded in Official Records Volume 36 Pages 88, 88A and 88B of the Current Public Records of Duval County, Florida.

SUBJECT to easements, agreements and restrictions of record.

Exhibit "B"

Tracts "A", "B" and "C", Indian Springs, Unit One,  
according to Plat thereof recorded in Plat Book 36, pages 88, 88A  
and 88B, current public records of Duval County.

Subject to easements, agreements and restrictions  
of record.

Nov 13 2 28 PM '79

CERTIFICATE DESIGNATING RESIDENT AGENT OF STATE  
AND LOCATION FOR SERVICE OR PROCESS.

Pursuant to Section 48.091, Chapter 48, Florida Statutes,  
the following is submitted: that the INDIAN SPRINGS COMMUNITY  
ASSOCIATION, INC., desiring to organize under the laws of  
the State of Florida, has named AL L. SCHNEIDER, as its  
agent to accept service of process within this State, and  
has designated 12770 Atlantic Boulevard, City of Jacksonville,  
County of Duval, State of Florida, 32216, as the location for  
service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the  
above stated corporation, at place designated in this Cer-  
tificate, I hereby agree to act in this capacity, and agree  
to comply with the provisions of Section 48.091, Chapter 48,  
Florida Statutes.

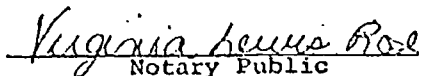
  
AL L. SCHNEIDER

STATE OF FLORIDA :  
: SS  
COUNTY OF DUVAL :

BEFORE ME, the undersigned authority, personally ap-  
peared AL L. SCHNEIDER, who after being by me first duly  
sworn, acknowledged that he executed the foregoing Certifi-  
cate for the purposes therein expressed.

WITNESS my hand and official seal at the State and  
County aforesaid, this 9th day of November , 1979.

My commission expires:

 (SEAL)  
Notary Public

Notary Public, State of Florida at Large  
My commission expires Dec. 8, 1981

My commission expires:  
Notary Public, Florida, at Large  
My Commission Expires Nov. 8, 1983

FILED

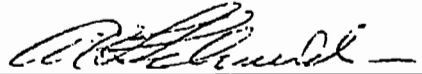
NOV 13 2 28 PM '79

CERTIFICATE DESIGNATING RESIDENT AGENT  
AND LOCATION FOR SERVICE OR PROCESS.

Pursuant to Section 48.091, Chapter 48, Florida Statutes, the following is submitted: that the INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, has named AL L. SCHNEIDER, as its agent to accept service of process within this State, and has designated 12770 Atlantic Boulevard, City of Jacksonville, County of Duval, State of Florida, 32216, as the location for service of process within this State.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this Certificate, I hereby agree to act in this capacity, and agree to comply with the provisions of Section 48.091, Chapter 48, Florida Statutes.

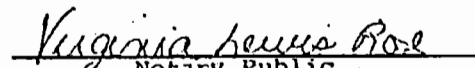
  
AL L. SCHNEIDER

STATE OF FLORIDA :  
COUNTY OF DUVAL : SS

BEFORE ME, the undersigned authority, personally appeared AL L. SCHNEIDER, who after being by me first duly sworn, acknowledged that he executed the foregoing Certificate for the purposes therein expressed.

WITNESS my hand and official seal at the State and County aforesaid, this 9th day of November, 1979.

My commission expires:

 (SEAL)  
Notary Public

Notary Public, State of Florida at Large  
My commission expires Dec. 8, 1981

AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.

FILED  
Aug 26 12 57 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA, )  
:  
COUNTY OF DUVAL. )

Pursuant to Section 617.02, Florida Statutes, at the annual meeting of the members of Indian Springs Community Association, Inc., a Florida corporation not for profit, Article VI "Voting Rights" was amended to read as follows:

"ARTICLE VI  
VOTING RIGHTS

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.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1985."

We, the undersigned President and Assistant Secretary, respectively, of Indian Springs Community Association, Inc., a

Florida corporation not for profit do hereby certify that at the annual meeting of members of the Association held at Jacksonville, Florida, on the 13th day of November, 1980, by affirmative vote of more than 75% of the total votes of all members of the Association, the above and foregoing Amendment to the Articles of Incorporation were approved.

INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.

By: Robert P. Warren

President

Attest: Kathryn M. Carrigg

Assistant Secretary-Treasurer

(CORPORATE SEAL)

STATE OF FLORIDA, )  
:  
COUNTY OF DUVAL. )

BEFORE ME, a Notary Public in and for the County and State aforesaid, personally appeared ROBERT P. WARREN and KATHRYN M. CARRIGG, the President and Assistant Secretary, respectively, of INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., known to me to be the persons who executed the foregoing certificate and they acknowledged before me that the above and foregoing Amendment to Articles of Incorporation of Indian Springs Community Association, Inc. was approved by affirmative vote of more than 75% of the total votes of all members of the Association at a regular annual meeting held in Jacksonville, Florida on the 13th day of November, 1980.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal, this 14th day of November, 1980.

Patricia Ann Mitchell  
NOTARY PUBLIC, State of Florida at  
Large:

My commission expires:

Notary Public, Florida, State at Large  
My Commission Expires March 5, 1983

**BY-LAWS  
OF  
INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is INDIAN SPRINGS COMMUNITY ASSOCIATION, INC. hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4003 Hartley Road, Jacksonville, Florida 32257, but meetings of members and directors may be held at such places within the State of Florida, County of Duval, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1.**

"Association" shall mean and refer to INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., its successors and assigns.

**Section 2.**

"Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Easements and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.**

"Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

**Section 4.**

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with exception of the Common Area.

**Section 5.**

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

**Section 6.**

"Declarant" shall mean and refer to RADNOR/JACKSONVILLE CORPORATION, its successors and assigns if such successors assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7.**

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions applicable to Properties recorded in the Current Public Records of Duval County, Florida.

**Section 8.**

"Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### **ARTICLE III MEETING OF MEMBERS**

**Section 1. Annual Meetings.**

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular meeting of the members shall be held on the first Thursday of November of each year thereafter, at a time and place to be determined by the Board of Directors.

**Section 2. Special Meetings.**

Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members

who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

**Section 3. Notice of Meetings.**

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.**

The presence at the meeting of members entitle to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.**

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.**

The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

**Section 2. Term of Office.**

At the first annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years and three (3) directors for a term of three years; and at each annual meeting thereafter the member shall elect three (3) directors for a term of three years.

**Section 3. Removal.**

Any director may be removed from the Board, with or without cause, by a majority vote of members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.**

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.**

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.**

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elevation to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.**

Election to the Board of Directors shall be by secret written ballot. At such election the member or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.**

Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Such meetings may be conducted by the use of telephonic equipment.

**Section 2. Special Meetings.**

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.**

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or may be a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.**

The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.**

It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

### **Section 1. Enumeration of Offices.**

The officers of this Association shall be a president, vice-president and secretary-treasurer, who shall at all times be members of the Board of Directors, and such other offices as the Board may from time to time by resolution create.

### **Section 2. Election of Officers.**

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

### **Section 3. Term.**

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

### **Section 4. Special Appointments.**

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.

### **Section 5. Resignation and Removal.**

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effects 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.

### **Section 6. Vacancies.**

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 officer he replaces.

**Section 7. Multiple Offices.**

The offices of vice-president and secretary-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 Section 4 of this Article.

**Section 8. Duties.**

The duties of the officers are as follows:

**President**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice-President**

(b) The vice-president shall act in place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary-Treasurer**

(c) The secretary-treasurer shall record all the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting,

and deliver a copy of each to the members; and perform such other duties as required by the Board.

**Assistant Secretary-Treasurer**

(d) The assistant secretary-treasurer shall act in the place and stead of the secretary-treasurer in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**ARTICLE IX  
COMMITTEES**

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable costs.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10

percent per annum, or the maximum legal rate, whichever is lower and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such section shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

#### **ARTICLE XII CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., a Florida Corporation not for profit.

#### **ARTICLE XIII AMENDMENTS**

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except the FHA or the VA shall have the right to veto amendments while there is a Class B membership.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### **ARTICLE XIV MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of conveyance by Declarant of the first Lot of Properties.

BY-LAWS OF INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.

ISCAjax.com

THE FOREGOING WERE DULY ADOPTED AS THE BY-LAWS OF  
THE INDIAN SPRINGS COMMUNITY ASSOCIATION, INC., A FLORIDA  
CORPORATION NOT FOR PROFIT, AT A MEETING OF THE BOARD OF  
DIRECTORS.

INDIAN SPRINGS COMMUNITY  
ASSOCIATION, INC., a Florida  
not for profit corporation

\_\_\_\_\_  
By: Susan Wheeler  
Its: President

Attest: \_\_\_\_\_  
By: Crystal Scott  
Its: Secretary

STATE OF FLORIDA :  
COUNTY OF DUVAL :

BEFORE ME, the undersigned authority, personally appeared SUSAN  
WHEELER, as President, and TONY AGUINALDO, as Secretary, each for INDIAN  
SPRINGS COMMUNITY ASSOCIATION, INC., each who are personally known to  
me, who, being duly cautioned and sworn, deposed and said that they executed  
the foregoing By-Laws for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of  
\_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My commission expires:

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

June 07, 2018

Charles W. Brown, Jr., Esq.  
Crabtree Law Group, P.A.  
8777 San Jose Boulevard  
Building A, Suite 200  
Jacksonville, Florida 32217

**Re: Indian Springs Community Association, Inc.; Approval;  
Determination Number: 18101**

Dear Mr. Brown:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Indian Springs Community Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

June 07, 2018

Page 2 of 2

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.