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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GATELY OAKS UNIT FOUR

THIS DOCUMENT PREPARED BY:

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GATELY OAKS UNIT FOUR

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
GATELY OAKS UNIT FOUR

THIS DECLARATION is made as of the 21ST day of March, 2000, by Ft. Caroline Development Corp., a Florida corporation (the "Developer"), and L. Charles Mann ("Mann"), who declare that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), Parcel A of which is owned by the Developer and Parcel B of which is owned by Mann, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and Mann, and all parties having or acquiring any right, title or interest in the Property or any part thereof. For purposes of this Declaration and all rights and obligations hereunder, Mann shall be deemed an Owner and the portion of the Property owned by Mann shall be deemed a Lot.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Gately Oaks Unit Four Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits B and C, respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to or benefiting the development of the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof or as shown on any recorded plat of the Property, including without limitation, all portions of the Surface Water or Stormwater Management System.

Section 2.4 **Developer**. Ft. Caroline Development Corp. and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Ft. Caroline Development Corp. as the Developer of the Property is not intended and shall not be construed, to impose upon Ft. Caroline Development Corp. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Ft. Caroline Development Corp. and develop and resell the same.

Section 2.5 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.6 **Owner**. The record owner or owners of any Lot.

Section 2.7 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.8 **Surface Water or Stormwater Management System**. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be

annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **THE ASSOCIATION**

Section 4.1 **Membership**. Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting**. The Association shall have two classes of membership:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more

than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) December 31, 2004;

(iii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer; or

(iv) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is ninety (90) days following the conveyance of the last Lot owned by the Developer to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. Notwithstanding the foregoing, all Common Area shall be conveyed or assigned to the Association free and clear of all encumbrances before HUD insures the first mortgage on the Property.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

- (b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the applicable zoning category;
- (c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (d) The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 5.3, or is shown as Common Area on a recorded plat of the Property, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other

conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain, operate and repair the Stormwater Management System and all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), St. Johns River Water Management District ("SJRWMD"), and the City of Jacksonville, Florida ("COJ") and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD and all other local, state and federal authorities having jurisdiction. The Association and each Lot Owner with property in such lake or easement shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. Maintenance of the surface water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the SJRWMD and COJ. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or Stormwater Management System shall be as permitted, or if modified as approved by the SJRWMD and COJ.

Section 5.5 Easement for Maintenance Purposes. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer, and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 6.2 Architectural Review Board. Upon the sale of the last Lot by Developer to a third party, Developer shall establish an Architectural Review Board ("ARB"). The ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. Initially, the Developer shall appoint members of the ARB and thereafter the Board of Directors of the Association shall have the right to appoint members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To make amendments to the architectural criteria at such time as the ARB shall have the right to adopt or amend architectural criteria for the Property. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the

ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 Compensation of ARB. The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 Review of Construction by Developer. No construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria established by the Developer from time to time.

Section 6.6 Variance. The Developer and the ARB, as the case may be, may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. Developer shall be entitled

to except from the provisions of this Article VI any licensed homebuilder who is under contract with Developer to acquire ten (10) or more Lots.

Section 6.7 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

ARTICLE VII **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 Purpose of Assessments.

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, maintenance, repair, operation, taxes, insurance, and utility charges relating to the Common Area, and participate in such costs related to the retention pond located in the southwest corner of the Subdivision and the landscaping of the entry features to the Gately Oaks development which are shared with the Gately Oaks Unit I Homeowners Association, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No.40-031-0946-ERP (the "Surface Water Permit") including all operation, sampling, testing, monitoring and

maintenance requirements as specified by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3. 7.4. Except as hereafter provided, the annual assessment amount allocated to each Lot is hereby established to be, and shall not exceed, \$100.00 per Lot. From and after December 31, 2000, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Lot, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Lot may be increased above the ten percent (10%) limitation set forth in this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer. The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected

Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment a late charge of \$50.00 together with the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII **EXTERIOR MAINTENANCE ASSESSMENT**

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property.

Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.3, 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection.**

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. Home-based businesses are acceptable providing no commercial traffic of more than 4 visits per day is generated.

Section 10.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand four hundred (1400) square feet of heated and air conditioned living area.

Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 10.4 **Setbacks.**

10.4.1 **Front.** No dwelling shall be erected within twenty (20) feet of any front Lot line.

10.4.2 **Side.** No dwelling shall be erected within seven and one-half (7.5) feet of any side Lot line.

10.4.3 **Rear.** No dwelling shall be erected within ten (10) feet of any rear Lot line.

10.4.4 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

10.4.5 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

Section 10.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 Except for landscaping installed by the Developer, a landscaping plan for each Lot and Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of construction of a residence on such Lot. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding the front and side yards with St. Augustine/Bermuda grass varieties only (or Argentine Bahia in rear yards only) will be required as set forth in the architectural criteria established pursuant to Article VI hereof. All Lots and appurtenant Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Common Area in accordance with such plans and Section 10.5.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of Duval County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.6 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Boats and recreational vehicles, campers, and trailers may be parked if completely screened from view, with written permission from the Developer or ARB, as applicable.

Section 10.7 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the

Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer or ARB, as applicable, in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.9 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 13.10 HEREOF.

Section 10.10 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months

from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 Trees. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer, except for trees located within an approved building pad, and the area within seven and one-half (7.5) feet of such building pad.

Section 10.12 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer or ARB, as applicable.

Section 10.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer.

Section 10.14 Lighting. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 Animals. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.16 Maintenance of Lots. After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and

trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences**. Except as approved by the Developer, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.18 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **Window Air Conditioning**. No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.20 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the terms of the zoning, and all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.21 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer. Developer shall also be entitled to replat any portion of the Subdivision to provide access to adjoining property.

Section 10.22 **Conservation and Vegetative Natural Buffers**. There will be certain Conservation and Vegetative Natural Buffer ("CVNB") areas in the Subdivision and the same shall mean and refer to all of such areas located within any CVNB easements designated upon any recorded subdivision plat or plats of the Property.

The CVNB areas shall and are hereby declared to be subject to a deed restriction in favor of Developer and/or the Association, its successors and assigns, for the purpose of retaining and maintaining the CVNB areas in their predominantly natural condition as wooded water recharge, detention and percolation and environmental conservation areas. In furtherance of this, each of the following uses of the CVNB areas are hereby prohibited and restricted without the prior written consent of the SJRWMD, to-wit:

1. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on the conservation areas;

2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;
3. The removal or destruction of live trees, shrubs or other living vegetation from the CVNB areas;
4. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the CVNB areas;
5. Any use which would be detrimental to the retention of the CVNB areas in their natural condition; and
6. Acts or uses detrimental to such retention of land or water areas.

The CVNB areas hereby created and declared shall be perpetual.

The Developer and/or the Association, its successors and assigns, and the SJRWMD shall have the right to enter upon the CVNB areas at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

All subsequent owners of any land upon which there is located any CVNB areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such areas.

The prohibitions and restrictions upon the CVNB areas as set forth in this paragraph may be enforced by the SJRWMD by proceedings at law or in equity, including, without limitation, actions for injunctive relief. The provisions in this CVNB area restriction may not be amended without prior approval from the SJRWMD.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the CVNB areas and shall be binding upon and shall inure to the benefit of Developer and the Association, its successors and assigns. Upon conveyance by Developer to third parties of any land affected hereby, Developer shall not have further liability or responsibility hereunder, provided the plat of the Subdivision includes the CVNB areas and is properly recorded.

Notwithstanding the foregoing, nothing contained herein shall prevent any Owner from performing any work, including construction of docks, boardwalks, riprap stabilization along the shore line as may be authorized by any required permit issued by the appropriate agency, including the SJRWMD and the U.S. Army Corp of Engineers, and in accordance with the requirements of Section 40C-400.427 in effect as of the date hereof, a copy of which is attached hereto as Exhibit "D".

Section 10.23 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS ("ACOE"), THE SJRWMD AND COJ (THE "PERMITS"). THE

PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, SJRWMD, COJ, OR BY ANY APPLICABLE CONSERVATION EASEMENT OR GOVERNMENTAL AGENCY, AS SHOWN ON PLAT OR RECORDED IN THE RECORDS OF DUVAL COUNTY, FLORIDA, SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, ASSOCIATION, SJRWMD, ACOE, COJ, OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, AS APPLICABLE.

ARTICLE XI **RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 11.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 11.7 **Construction and Sale Period Easement.** Notwithstanding any provisions contained herein, until Developer's right unilaterally to subject property to this Declaration terminates and thereafter so long as Developer owns any property in the Subdivision for development or sale, Developer reserves an easement across the Subdivision for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Subdivision as Developer may reasonably deem necessary. This reserved easement shall

include an easement for such facilities and activities which, in the sole opinion of Developer, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Subdivision. This easement shall include, without limitation:

(a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Subdivision as well as any Lot in the Subdivision;

(b) the right to tie into any portion of the Subdivision with driveways, parking areas and walkways;

(c) the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services;

(d) the right (but not the obligation) to construct recreational facilities on Common Area;

(e) the right to carry on sales and promotional activities in the Subdivision;

(f) the right to place direction and marketing signs on any portion of the Subdivision, including any Lot or Common Area;

(g) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities; and

(h) Developer and any approved builder may use residences, offices or other buildings owned or leased by Developer or such builder as model residences and sales offices, and may also use recreational facilities available for use by the Subdivision as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This Section shall not be amended without the Developer's express written consent until the Developer's rights hereunder have terminated as provided in this Declaration.

ARTICLE XII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on Lots in the Subdivision.

Section 12.1 **Notices of Action.** An institutional holder, insurer, or guarantor of a first mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Subdivision or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the mortgage of such Eligible Holder, which such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Lot or the Owner or occupant which is not cured within 60 days; or

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

Section 12.2 **No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 12.3 **Notice to Association.** Upon request, each owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 12.4 **Failure of Mortgagee to Respond.** Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

Section 12.5 **VA/HUD Approval.** During the period that Developer shall be a Class B Member, and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD"), or the U.S. Department of Veterans Affairs ("VA"), for insuring or guaranteeing any mortgage in the Subdivision, the following actions shall require the prior approval of the VA or HUD as applicable: annexation of additional property to the Subdivision, except for annexation by Developer in accordance pursuant to a plan of annexation previously approved by the VA or HUD as applicable; dedication of Common Area to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

Section 12.6 Applicability of Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Articles of Incorporation for any of the acts set out in this Section.

Section 12.7 Amendment by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements which necessitate the provisions of this Section or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section to be recorded to reflect such changes.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 Remedies for Violations

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE, the SJRWMD and COJ shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE, the SJRWMD or COJ. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner

shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 13.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part

of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the SJRWMD Permit, must have prior written approval of SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the COJ or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida. For so long as there is a Class B Membership and provided HUD or VA shall have insured or hold a mortgage within the Property, the following actions shall require approval of the Federal Department of Housing and Urban Development ("HUD") and the Veteran's Administration ("VA"): annexation of additional properties, dedication of any portion of the Common Area, and amendment of this Declaration.

Section 13.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE permit. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all

applicable Permits and the plat of the Subdivision and for compliance with the ACOE Permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **Enforcement by SJRWMD**. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or Stormwater Management System.

Section 13.8 **Developer Rights**. The Developer and builders authorized by Developer may maintain and carry on without fee or charge upon portions of the Common Area such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model homes, and sales offices. The Developer and authorized builders shall have easements for access to and use of such facilities.

The Developer and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Section 13.9 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.10 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.11 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 13.12 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO

HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Developer and Mann have executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kelly Brown
(Name Kelly Brown)

William T. Pyburn
(Name William T. Pyburn)

FT. CAROLINE DEVELOPMENT CORP.,
a Florida corporation

By: L. Randall Towers
L. Randall Towers, President

Address: 1914 Art Museum Drive
Jacksonville, Florida 32207

Kelly Brown
(Name Kelly Brown)
Julie Pyburn
(Name Julie Pyburn)

L. Charles Mann (Seal)
L. Charles Mann

Address: 164 North Arlington Road
Jacksonville, Florida 32211

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1 day of March, 2000, by L. Randall Towers, the President, of FT. CAROLINE DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation.



Bonnie H. Redinger
My Commission CC880660
Expires Aug. 28, 2000

Bonnie H. Redinger
(Print Name BONNIE H. REDINGER)
NOTARY PUBLIC, State of
Florida at Large
Commission # CC 580660
My Commission Expires: 8/28/00

Personally Known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1 day of March, 2000, by L. Charles Mann.

Joan Smith Bond
(Print Name JOAN SMITH BOND)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires: _____



Joan Smith Bond
My Commission CC853243
Expires March 22, 2002

Personally Known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT "A"

PARCEL A

Book 9585 Page 844

LEGAL DESCRIPTION: OVERALL

A parcel of land being a portion of Government Lot 3, Section II, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning BEGIN at the Northeast corner of Lot 8, Gately Oaks Unit One as shown on the plat thereof recorded in Plat Book 46, Pages 10, 10A and 10B of the Current Public Records of said Duval County, Florida; run thence South $89^{\circ}54'47''$ East, along the North line of said Government Lot 3 (being the Southerly line of Government Lot 2, Section II, Township 2 South, Range 28 East), a distance of 913.93 feet to a point on the Approximate High Water Line and the Marshes of Mt. Pleasant Creek; run thence Southeasterly, Southerly and then Westerly along the aforesaid meanderings of the Approximate High Water Line and the Marshes of Mt. Pleasant Creek, the following 36 courses and distances: Course No. 1: South $21^{\circ}36'02''$ East, a distance of 36.91 feet; Course No. 2: South $51^{\circ}45'59''$ East, a distance of 93.24 feet; Course No. 3: North $82^{\circ}55'12''$ East, a distance of 66.03 feet; Course No. 4: North $47^{\circ}28'31''$ East, a distance of 59.89 feet; Course No. 5: South $86^{\circ}47'40''$ East, 178.97 feet; Course No. 6: South $26^{\circ}35'45''$ West, a distance of 87.27 feet; Course No. 7: South $01^{\circ}10'16''$ West, a distance of 77.38 feet; Course No. 8: South $21^{\circ}55'59''$ West, a distance of 73.25 feet; Course No. 9: South $33^{\circ}48'13''$ West, a distance of 95.02 feet; Course No. 10: South $03^{\circ}43'17''$ East, a distance of 61.61 feet; Course No. 11: South $53^{\circ}18'44''$ East, a distance of 38.79 feet; Course No. 12: South $87^{\circ}27'06''$ East, a distance of 63.11 feet; Course No. 13: South $73^{\circ}35'12''$ East, a distance of 23.99 feet; Course No. 14: South $28^{\circ}05'03''$ East, a distance of 60.99 feet; Course No. 15: South $44^{\circ}11'58''$ East, a distance of 72.47 feet; Course No. 16: South $49^{\circ}22'12''$ East, a distance of 83.38 feet; Course No. 17: South $40^{\circ}32'19''$ West, a distance of 128.55 feet; Course No. 18: North $85^{\circ}22'29''$ West, a distance of 106.99 feet; Course No. 19: South $73^{\circ}37'51''$ West, a distance of 89.02 feet; Course No. 20: South $46^{\circ}28'03''$ West, a distance of 40.60 feet; Course No. 21: South $30^{\circ}55'54''$ West, a distance of 81.22 feet; Course No. 22: South $76^{\circ}21'29''$ West, a distance of 121.42 feet; Course No. 23: South $60^{\circ}30'17''$ West, a distance of 68.99 feet; Course No. 24: North $62^{\circ}41'37''$ West, a distance of 81.74 feet; Course No. 25: North $87^{\circ}35'27''$ West, a distance of 74.72 feet; Course No. 26: South $64^{\circ}27'28''$ West, a distance of 40.06 feet; Course No. 27: North $81^{\circ}28'33''$ West, a distance of 31.78 feet; Course No. 28: North $58^{\circ}26'46''$ West, a distance of 25.98 feet; Course No. 29: South $80^{\circ}38'07''$ West, a distance of 58.69 feet; Course No. 30: South $84^{\circ}57'42''$ West, a distance of 53.64 feet; Course No. 31: South $85^{\circ}11'27''$ West, a distance of 145.03 feet; Course No. 32: North $23^{\circ}03'18''$ West, a distance of 79.85 feet; Course No. 33: North $83^{\circ}09'58''$ West, a distance of 49.47 feet; Course No. 34: South $62^{\circ}00'47''$ West, a distance of 78.71 feet; Course No. 35: North $85^{\circ}49'43''$ West, a distance of 73.48 feet; Course No. 36: North $84^{\circ}55'46''$ West, a distance of 93.56 feet to a point on the Easterly boundary of the plat of Gately Oaks Unit One; run thence along the aforesaid Easterly boundary of Gately Oaks Unit One, the following five (5) courses and distances: Course No. 1: North $00^{\circ}04'04''$ West, a distance of 295.00 feet to a point shown on the plat of Gately Oaks Unit One as Reference Point "A"; Course No. 2: run thence South $89^{\circ}55'56''$ West, a distance of 40.00 feet; Course No. 3: North $00^{\circ}04'04''$ West, a distance of 423.75 feet to a point on the Southeasterly right of way line of Gately Oaks Lane East (per City of Jacksonville Ordinance No. 90-117-496) formerly Old Bluff Court East, as shown on the plat of aforesaid Gately Oaks Unit One (Gately Oaks Lane East being a 60 foot public road right of way); Course No. 4: run thence Northerly along and around the arc of a curve being concave Westerly, having a radius of 45.00 feet, through a central angle of $125^{\circ}28'06''$ to the left, an arc distance of 98.54 feet to the Southeast corner of aforesaid Lot 8, Gately Oaks Unit One, last said arc being subtended by a chord bearing and distance of North $09^{\circ}14'30''$ West, 80.00 feet; Course No. 5: North $00^{\circ}05'13''$ East, a distance of 107.19 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A portion of Government Lot 3, Section 11, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said parcel being more particularly described as follows: COMMENCE at the Northeast corner of Lot 8, Gately Oaks Unit One, as recorded in Plat Book 46, Pages 10, 10A and 10B of the Current Public Records of said Duval County, Florida; thence South 00°05'13" West, along the Easterly line of said Lot 8, a distance of 107.19 feet to a point on the Northerly right of way line of Gately Oaks Lane East (as per City Ordinance 90-1117-496, also known as Old Bluff Court East, as per said plat of Gately Oaks Unit One), said point being on a curve concave Southwesterly and having a radius of 45.00 feet; thence Southeasterly along the arc of said curve to the right, and along the Easterly terminus of a cul-de-sac of said Gately Oaks Lane East, through a central angle of 30°14'52", an arc distance of 23.76 feet, said curve being subtended by a chord bearing and distance of South 56°51'07" East, 23.48 feet; thence South 89°54'47" East, a distance of 163.11 feet; thence South 00°04'04" East, a distance of 401.95 feet to a point of curvature of a curve concave Northeasterly and having a radius of 55.00 feet; thence Southeasterly along the arc of said curve to the left, through a central angle of 49°27'16", an arc distance of 47.47 feet, said curve being subtended by a chord bearing and distance of South 24°47'42" East, 46.01 feet to a point of tangency; thence South 49°31'20" East, a distance of 190.12 feet to a point of curvature of a curve concave Northeasterly and having a radius of 55.00 feet; thence Southeasterly along the arc of said curve to the left, through a central angle of 40°23'27", an arc distance of 38.77 feet, said curve being subtended by a chord bearing and distance of South 69°43'03" East, 37.97 feet to a point of tangency; thence South 89°54'47" East, a distance of 417.85 feet to a point of curvature of a curve concave Northwesterly and having a radius of 125.00 feet; thence Northeasterly along the arc of said curve to the left, through a central angle of 23°33'28", an arc distance of 51.40 feet, said curve being subtended by a chord bearing and distance of North 78°18'29" East, 51.03 feet to a point of tangency; thence North 66°31'45" East, a distance of 318.36 feet; thence South 81°40'22" East, a distance of 47.42 feet to the POINT OF BEGINNING of the herein described parcel; thence North 40°07'32" East, a distance of 138.96 feet to a point on the approximately High Water Line and the marshes of Mount Pleasant Creek; thence Southeasterly along the aforesaid meanderings of the approximate High Water Line and the marshes of Mount Pleasant Creek, the following five (5) courses and distances: COURSE NO. 1: South 73°31'12" East, 18.59 feet; COURSE NO. 2: South 28°05'03" East, 60.99 feet; COURSE NO. 3: South 44°11'58" East, 72.47 feet; COURSE NO. 4: South 49°22'12" East, a distance of 83.38 feet; COURSE NO. 5: South 40°32'19" West, a distance of 198.56 feet; thence North 80°47'16" West, departing said approximate High Water Line and marshes of Mount Pleasant Creek, a distance of 217.11 feet to a point of curvature of a curve concave Westerly and having a radius of 45.00 feet; thence Northerly along the arc of said curve to the left, through a central angle of 71°19'49", an arc distance of 56.02 feet, said curve being subtended by a chord bearing and distance of North 14°12'34" West, 52.47 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PARCEL B

Book 9585 Page 846

A portion of Government Lot 3, Section 11, Township 2 South, Range 28 East, City of Jacksonville, Duval County, Florida, said parcel being more particularly described as follows: COMMENCE at the Northeast corner of Lot 8, Gately Oaks Unit One, as recorded in Plat Book 46, Pages 10, 10A and 10B of the Current Public Records of said Duval County, Florida; thence South 00°05'13" West, along the Easterly line of said Lot 8, a distance of 107.19 feet to a point on the Northerly right of way line of Gately Oaks Lane East (as per City Ordinance 90-1117-496, also known as Old Bluff Court East, as per said plat of Gately Oaks Unit One), said point being on a curve concave Southwesterly and having a radius of 45.00 feet; thence Southeasterly along the arc of said curve to the right, and along the Easterly terminus of a cul-de-sac of said Gately Oaks Lane East, through a central angle of 30°14'52", an arc distance of 23.76 feet, said curve being subtended by a chord bearing and distance of South 56°51'07" East, 23.48 feet; thence South 89°54'47" East, a distance of 163.11 feet; thence South 00°04'04" East, a distance of 401.95 feet to a point of curvature of a curve concave Northeasterly and having a radius of 55.00 feet; thence Southeasterly along the arc of said curve to the left, through a central angle of 49°27'16", an arc distance of 47.47 feet, said curve being subtended by a chord bearing and distance of South 24°47'42" East, 46.01 feet to a point of tangency; thence South 49°31'20" East, a distance of 190.12 feet to a point of curvature of a curve concave Northeasterly and having a radius of 55.00 feet; thence Southeasterly along the arc of said curve to the left, through a central angle of 40°23'27", an arc distance of 38.77 feet, said curve being subtended by a chord bearing and distance of South 69°43'03" East, 37.97 feet to a point of tangency; thence South 89°54'47" East, a distance of 417.85 feet to a point of curvature of a curve concave Northwesterly and having a radius of 125.00 feet; thence Northeasterly along the arc of said curve to the left, through a central angle of 23°33'28", an arc distance of 51.40 feet, said curve being subtended by a chord bearing and distance of North 78°18'29" East, 51.03 feet to a point of tangency; thence North 66°31'45" East, a distance of 318.36 feet; thence South 81°40'22" East, a distance of 47.42 feet to the POINT OF BEGINNING of the herein described parcel; thence North 40°07'32" East, a distance of 138.96 feet to a point on the approximately High Water Line and the marshes of Mount Pleasant Creek; thence Southeasterly along the aforesaid meanderings of the approximate High Water Line and the marshes of Mount Pleasant Creek, the following five (5) courses and distances: COURSE NO. 1: South 73°31'12" East, 18.59 feet; COURSE NO. 2: South 28°05'03" East, 60.89 feet; COURSE NO. 3: South 44°11'58" East, 72.47 feet; COURSE NO. 4: South 49°22'12" East, a distance of 83.38 feet; COURSE NO. 5: South 40°32'19" West, a distance of 198.56 feet; thence North 80°47'16" West, departing said approximate High Water Line and marshes of Mount Pleasant Creek, a distance of 217.11 feet to a point of curvature of a curve concave Westerly and having a radius of 45.00 feet; thence Northerly along the arc of said curve to the left, through a central angle of 71°19'49", an arc distance of 56.02 feet, said curve being subtended by a chord bearing and distance of North 14°12'34" West, 52.47 feet to the POINT OF BEGINNING.