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This Instrument Prepared by:
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SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF CONDOMINIUM OF FOREST CREEK, A CONDOMINIUM

D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at 9456 Phillips Highway, Suite 1, Jacksonville, FL 32223, hereby makes this Declaration of Condominium of Forest Creek, a Condominium ("Declaration") to be recorded amongst the Public Records of Duval County, Florida ("County"), where the Land is located, and states and declares:

1. SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit "Phase 1" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

2. NAME

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

FOREST CREEK, A CONDOMINIUM

3. PHASE CONDOMINIUM - LAND

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof. The legal description of the portion of the Land ("Initial Phase Land") constituting "Phase 1" of the Condominium Property is set forth on Exhibit B-1 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (Phases 2 through 33) (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-2 through B-33, attached hereto and made a part hereof.

4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit C and incorporated herein by reference.

4.3. "Association" means Forest Creek Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium or any other Condominiums which may be created in Forest Creek. The Association is a "Sub-Association" (as defined in the Master Documents).

4.4. "Board" means Board of Directors of the Association.

4.5. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.6. "Common Elements" means:

4.6.1. The Condominium Property, other than the Home;

4.6.2. Easements through the Home, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Home and the Common Elements;

4.6.3. An easement of support in every portion of a Home which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;

4.6.4. Property and installations required for the furnishing of utility services and other services for more than one Home, the Common Elements, or a Home other than the Home containing the installation; and

4.6.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.7. "Common Surplus" means the excess of receipts of the Association collected on behalf of Forest Creek Condominium(s) (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Neighborhood Common Expenses.

4.8. "Condominium" means that portion of the Land in Forest Creek described in Exhibit A attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration as the same may be amended from time to time.

4.9. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Home and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(m) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer, Master Declarant, the Master Association and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer or Master Declarant, the title to which is hereby specifically reserved unto Developer or Master Declarant, as the case may be, their respective successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.10. "County" means Duval County, Florida.

4.11. "Declaration" means this document and any and all amendments or supplements hereto.

4.12. "Developer" means D.R. Horton, Inc.-Jacksonville, a Delaware corporation, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Neighborhood Documents. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.13. "Forest Creek" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain ninety-six (96) Homes in thirty-three phases (33) phases, thirty-two (32) residential phases of which are each to contain a two (2) story residential building with three (3) Homes each and other Common Elements, and one (1) non-residential phase (Phase 33) which is to contain the "Common Area."

4.14. "Forest Creek Condominium" means a condominium created within Kernan Forest.

4.15. "Home" means "Unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.16. "Home Owner" means "Unit Owner," as defined in the Act, and is the owner of a Home.

4.17. "Institutional Mortgagee" means any lending institution having a mortgage lien upon a Home, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do

business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Forest Creek and which holds a first mortgage upon such portion of Forest Creek as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Home; or (vi) any "Secondary Mortgage Market Institution", including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Home; or (vii) Master Declarant, its successors and assigns; or (viii) Developer, its successors and assigns.

4.18. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.19. "Kernan Forest" means the name given to the planned community being developed by Master Declarant in the County in accordance with the Master Declaration. Forest Creek is situated within Kernan Forest.

4.20. "Legal Fees" means: (i) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (ii) court costs through and including all trial and appellate levels and post-judgment proceedings.

4.21. "Limited Common Element" means those Common Elements which are reserved for the use of certain Homes to the exclusion of other Homes as more particularly described in Paragraphs 5.3 and 6.2 hereof.

4.22. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Home of which the Association has been notified pursuant to Paragraph 30.4 herein.

4.23. "Master Association" means Kernan Forest Master Association, Inc., a Florida corporation not for profit, organized to administer the Master Declaration and having among its members all owners of fee simple title to a Home which is subject to assessment by the Master Association, including the Home Owners.

4.24. "Master Declarant" means Kernan Forest, LLC, a Florida limited liability company, and all of such entities' successors and assigns.

4.25. "Master Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Kernan Forest and Notice of Assessments for Kernan Forest Master Association, Inc., recorded in Official Records Book 10723, Page 197, of the Public Records of the County, and all amendments and supplements thereto, whereby portions of the real property at Kernan Forest are

set aside from time to time by Master Declarant in accordance with the plan for development set forth therein and whereby the "Assessments" (as defined therein) for the land areas designated therein as "Common Property" are made specifically applicable to Home Owners to be collected by the Master Association. The Master Declaration authorizes Assessments (as defined therein) to be levied against the Home Owners.

4.26. "Master Documents" means the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

4.27. "Neighborhood Assessments" means the assessments for which all Home Owners are obligated to the Association and include:

4.27.1. "Annual Assessment," which includes, but is not limited to, each Home Owner's annual share of funds required for the payment of Neighborhood Common Expenses as determined in accordance with this Declaration; and

4.27.2. "Special Assessments" which include any Neighborhood Assessments levied by the Board in addition to the Annual Assessment and are more particularly described in Paragraph 21.2 herein.

4.28. "Neighborhood Common Expenses" means common expenses for which the Home Owners are liable to the Association as defined in the Act and as described in the Neighborhood Documents (as opposed to Assessments which are incurred by the Master Association pursuant to the Master Documents) and include:

4.28.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance; and

4.28.2. Any other expenses designated, not inconsistent with the Act, as Neighborhood Common Expenses from time to time by the Board.

4.29. "Neighborhood Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with this Condominium and all amendments to the foregoing.

4.30. "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.31. "Public Records" means the Public Records of the County.

4.32. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 2 through 33, inclusive.

5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE

5.1. Description of Improvements-Initial Phase.

The portion of the Land and improvements (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story residential building ("Building") which contains three (3) Homes, each of which is designated as described in Article 5.2.2; certain road, landscaping and parking areas; and easements rights in certain property within the Condominium.

5.2. Initial Phase Survey.

5.2.1 Annexed hereto as Exhibit B-1 and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, graphic description of the improvements in which the Home and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the Common Elements and every Home, their relative location and approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Homes. The Homes in Phase 1 shall be identified by a one (1) digit number (representing the Phase) and a two (2) digit number representing the Home (e.g. 101, 102, 103) and is so referred to herein and in the Exhibits hereto. No Home bears the same designation as any other Home in the Condominium.

5.2.3. Garages. The garage shown on a Phase Survey for each Home shall be a part of the Home as shown thereon for the exclusive use of the Home Owner of such Home. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

5.3 Limited Common Elements.

5.3.1 Balcony. Each area shown as a "Balcony" on a Phase Survey shall be a Limited Common Element to the Home to which it is adjacent, which Balcony shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Balcony. In the event a repair related to the construction of the Balcony is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Balcony, such as but not limited to tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property

in connection with any repair to the Balcony. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Balcony.

5.3.2 Entry Areas. Each area shown on a Phase Survey as Entry Area shall be a part of the Home to which it is appurtenant to and reserved for the exclusive use of the Home Owner(s) of such Home(s).

5.3.3 A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

5.3.4 Driveways. Each area shown on a Phase Survey as "Driveway" which is limited to the amount of space required to park a vehicle shall be a Limited Common Element reserved for the exclusive use of the Home Owner of the Home adjacent thereto, which Driveway shall be maintained by the Association.

5.3.5 Common Covered Porches. Each area shown as "Common Covered Porch" on a Phase Survey shall be a Limited Common Element for the exclusive use of the Home(s) to which it is adjacent, which Common Covered Porch, as well as any sliding doors or screens adjacent to or part of the Common Covered Porch, shall be maintained by the Home Owner . In the event a repair related to the construction of the Common Covered Porch is required (rather than routine maintenance), the Association shall be responsible for such repair. A Home Owner is prohibited from installing a covering on the surface of his or her Common Covered Porch, such as but not limited to tile, carpeting and brick pavers.

6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

6.1. Subsequent Phases.

6.1.1. Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases, and each Subsequent Phase added to the Condominium Property will utilize the stormwater management system permitted by the St. Johns River Water Management District.

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-2 through B-33 and, inclusive are the surveys, plot plans and graphic descriptions of improvements for Phases 2 through 33 ("Phase 2 Survey," "Phase 3 Survey," "Phase 4 Survey," etc.). Notwithstanding any

indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 2 Survey, Phase 3 Survey, Phase 4 Survey, etc. (collectively, the "Subsequent Phase Surveys").

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration Developer plans to include the number of Homes in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Homes which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

PHASES	NUMBER OF RESIDENTIAL BUILDINGS	NUMBER OF HOMES		
		Minimum	Planned	Maximum
2 – 33	31	3	3	4

While Developer plans that the general size for each Unit Type A Home will be approximately One Thousand Five Hundred Ninety-Seven (1597) air conditioned square feet (excluding the Covered Porch and garage) and that the general size for each Unit Type B Home will be approximately One Thousand Five Hundred Fifty-Seven (1557) air conditioned square feet (excluding the Common Covered Porch and garage), both of which are two-story Homes; and that the general size for each Unit Type C Home which is an upstairs Home will be approximately One Thousand Four Hundred (1004) air conditioned square feet (excluding the Balcony and garage); Developer reserves the right to include in the Condominium Homes for two-story Unit Types A ranging in size from a minimum of One Thousand Three Hundred Ninety-Seven (1397) air conditioned square feet (excluding the Common Covered Porch and garage) to a maximum of One Thousand Seven Hundred Ninety-Seven (1797) air conditioned square feet (excluding the Common Covered Porch and garage); and for two-story Unit Types B ranging in size from a minimum of One Thousand Three Hundred Fifty-Seven (1357) air conditioned square feet (excluding the Common Covered Porch and garage), to a maximum of One Thousand Seven Hundred Fifty-Seven (1757) air conditioned square feet (excluding the Common Covered Porch and garage); and for upstairs Unit Types C ranging in size from a minimum of Eight Hundred Four (804) air conditioned square feet (excluding the Balcony and garage), to a maximum of One Thousand Two Hundred Four (1204) air conditioned square feet (excluding the Balcony and garage). Square footage as used in this Paragraph was calculated from the center of the common wall to the outside of the exterior wall. However, please note that the common and exterior walls are portions of the Common Elements of the Condominium, rather than the Home itself.

6.1.4. Description and Identification of Homes. Each Home in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a "Subsequent Phase Amendment" (as hereinafter defined), shall be identified by a one or two digit number (representing the Phase) and a two digit number representing the Home (e.g., 101 in Phase 1, 3001 in Phase 30) and is so referred to herein and in the Exhibits hereto. No Home in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Home in the Condominium.

6.1.5. Garages. The garage shown on the Subsequent Phase Surveys for each Home shall be a part of the Home as shown thereon for the exclusive use of the Home Owner of such Home. The Home Owner shall maintain the garage door and appurtenant equipment and the interior

of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

6.2. Limited Common Elements.

6.2.1. Balconies. Each area shown as a "Balcony" on Subsequent Phase Surveys shall be a Limited Common Element of the Home to which it is adjacent, which Balcony shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Balconies. In the event a repair related to the construction of the Balcony is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Balcony, such as but not limited to tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Balcony. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Balcony.

6.2.2. Entry Areas. Each area shown on the Subsequent Phase Surveys as an Entry Area shall be a part of the Home to which it is appurtenant to and reserved for the exclusive use of the Home Owner(s) of such Home(s).

6.2.3. A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

6.2.3. Driveways. Each area shown on the Subsequent Phase Surveys as "Driveway" which is limited to the amount of space required to park a vehicle shall be a Limited Common Element reserved for the exclusive use of the Home Owner of the Home adjacent thereto, which Driveway shall be maintained by the Association.

6.2.4. Common Covered Porches. Each area shown on the Subsequent Phase Surveys as "Common Covered Porch" shall be a Limited Common Element for the exclusive use of the Home(s) to which it is adjacent, which Common Covered Porch, as well as any sliding doors or screens adjacent to or part of the Common Covered Porch, shall be maintained by the Home Owner. In the event a repair related to the construction of the Common Covered Porch is required (rather than routine maintenance), the Association shall be responsible for such repair. A Home Owner is prohibited from installing a covering on the surface of his or her Common Covered Porch, such as but not limited to tile, carpeting and brick pavers.

6.3. Phase 33.

Phase 33, if added to the Condominium, is intended to consist of the real property ("Phase 33 Land") and improvements located thereon more particularly described in the Survey of the "Common Area" attached hereto as part of Exhibit B and hereby made a part hereof, all of which shall be Common Elements when and if Phase 33 is added to the Condominium Property as

hereinafter set forth. The improvements to be located in Phase 33 are intended to include the stormwater management facilities, guest parking, internal roadway, lake, trash compactor, mail kiosk, wetland area, buffers and other common areas within Forest Creek, all as depicted on the Common Area Survey. Notwithstanding the inclusion of the stormwater management facilities in the Condominium, pursuant to the Master Declaration the maintenance of such facilities are the obligation of the Master Association. Phase 33 shall not contain any Homes. If such Phase is submitted to the Condominium Property pursuant to an Amendment, such Phase will be completed and the Amendment will be recorded amongst the Public Records no later than the later to occur of (i) seven (7) years from the date of recordation hereof or (ii) the maximum time allowed by law.

If all Phases other than Phase 33 are not added to the Condominium Property, Developer, in its sole discretion, may determine not to add Phase 33 to the Condominium Property. If Developer determines not to add Phase 33 to the Condominium Property, Developer hereby reserves the right for itself to grant easements upon, under, over and/or across portions of the Phase 33 Land in favor of the Association and all of its members, in which case all or any remaining portion of the Phase 33 Land shall be conveyed to the Association and owned and operated as "Association Property" (as such term is defined in the Act). In any event, such portions of the Phase 33 Land and any improvements thereon as are necessary to provide the Owners with adequate parking and ingress and egress for access to public rights-of-way, shall be made available for use by the Owners, and Developer may designate that any other facilities developed upon the Phase 33 Land be made available for use by the Owners, as well as others. In the event that Phase 33 do not become part of the Condominium Property and the Owners are granted any such use rights to any portion of the Phase 33 Land, the Association shall assess the Condominium and any other condominium(s) located within Forest Creek for the portion of the expenses necessary to maintain and operate such areas on a *pro rata* basis according to the total number of Homes which will be granted such use rights. Such assessment attributable to the Homes shall be a Neighborhood Common Expense.

6.4. Changes in Subsequent Phases.

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Home in such Phase to a Home Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Home Owner, other than Developer, shares the Neighborhood Common Expenses and the Common Surplus or owns the Common Elements, in which event such Home Owner whose share of Common Elements, Neighborhood Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Home must consent in writing thereto; or (ii) such change materially and adversely affects a Home Owner as determined by Developer in the reasonable discretion of Developer, in which event such Home Owner and the Institutional Mortgagee of record holding the mortgage on the affected Home must consent thereto in writing or such amendment must be adopted in accordance with Article 28 hereof.

6.5. Addition of Subsequent Phases - No Prescribed Order.

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Neighborhood Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

7. PHASE DEVELOPMENT

7.1. Impact of Subsequent Phases on Initial Phase.

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Home Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Home Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be three (3) Homes in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements.

7.1.5. Share of Ownership Upon Submission of Subsequent Phases. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Home in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Homes shall be ninety-six (96). The number of Homes planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 6 hereof.

7.2. Withdrawal Notice.

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the

Condominium Property by amendment to this Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Paragraph 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums.

8. UNDIVIDED SHARES IN COMMON ELEMENTS

8.1. Appurtenance.

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Home shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. As each Subsequent Phase is added to the Condominium, each Home's percentage interest in the Common Elements will decrease based upon the number of Homes in the Subsequent Phase being added to the denominator.

8.1.2. Right to Use Common Elements. Each Home shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Neighborhood Documents and subject to any limitations set forth in such Neighborhood Documents.

8.2. Share of Neighborhood Common Expenses and Common Surplus.

The Neighborhood Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Home Owner's share of ownership of the Common Elements.

9. VOTING INTERESTS

9.1. Voting Interest.

The Home Owner or Home Owners, collectively, of the fee simple title of record for each Home shall have the right to one (1) vote per Home ("Voting Interest") in the Association as to matters on which a vote by Home Owners is taken as provided under the Neighborhood Documents and the Act, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within Forest Creek, as to the matters on which a vote by the Home Owners is taken as provided in the Neighborhood Documents and the Act.

9.2. Voting By Corporation or Multiple Home Owners.

The Voting Interest of the Home Owners of any Home owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Home Owners of such Home or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Home and filed with the Secretary of the Association. If a Voting Certificate is not on file, the Voting Interest associated with a Home where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

9.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Paragraph 9.2 above, whenever any Home is owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

(i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Home owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.

(ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Home without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

(iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Home, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose.

9.4. Voting by Proxy.

Except as specifically otherwise provided in the Act, Home Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to

establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)(2) of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

9.5. Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)(3) of the Act.

9.6. Eligibility of Directors.

In accordance with Section 718.112(2)(d)(1) of the Act, except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

10. PLAN FOR DEVELOPMENT

10.1. Developer is the developer of Forest Creek located in Kernan Forest in the County. Master Declarant, and not Developer, is the developer of Kernan Forest. The Master Declaration sets forth Master Declarant's plan for development of Kernan Forest. Master Declarant plans to develop Kernan Forest as a multi-phase planned community comprising residential and recreational property in accordance with the Master Declaration. Certain developments such as single family or condominium may be grouped together as a neighborhood.

10.2. The Master Association is responsible for the maintenance of the "Common Property" (as described in the Master Declaration). Portions of Kernan Forest may be developed around and in conjunction with recreation-type clubs. These clubs may be public, private, equity or non-equity which may own and operate tennis, golf, swimming and social functions. The ownership of a Home does not confer any use rights to the facilities or membership in a club. Forest Creek Condominium Association is one of the Sub-Associations in Kernan Forest as more particularly described in the Master Declaration.

11. ASSOCIATION

11.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of this Condominium and, subject to the other provisions hereof, certain other condominiums created within Forest Creek. In addition to being the entity responsible for the enforcement of the Neighborhood Documents within Forest Creek, the Association is also the entity primarily responsible for enforcing the Master Documents within the boundaries of Forest Creek. Each Home Owner shall be a member of the Association as provided in the Neighborhood Documents, and shall also be a member of the Master Association as provided in the Master Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

11.2. Conveyance to Association.

The Association is obligated to accept any and all conveyances to it by Developer or the Master Association of a fee simple title, easements or leases to all or portions of their property.

11.3. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

11.4. Relationship to the Master Association

11.4.1. The Master Association. Forest Creek is a component of the larger master planned community known as Kernan Forest. Forest Creek is a neighborhood and the Association is a "Sub-Association" as that term is defined in the Master Declaration. All Home Owners, lessees, and occupants of Homes in Forest Creek shall have access to and use of various services and facilities provided by the Master Association. Every Home Owner, by acceptance of a deed to a Home, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that he or she is automatically a member of and subject to assessment by the Master Association in accordance with the terms of the Master Declaration. Each Home Owner covenants and agrees to pay all assessments levied against such Home Owner's Home by the Master Association or by the Association on behalf of the Master Association.

11.4.2 Supremacy of the Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to Neighborhood Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Documents. The Association shall take no action in derogation of the rights of the Master Association.

11.4.3 Cumulative Effect; Conflict. The provisions of the Neighborhood Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Neighborhood Documents and the Master Documents, the latter shall be superior. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Master Association.

12. EASEMENTS

12.1. Perpetual Nonexclusive Easement to Public Ways, the Condominium Property and the Common Areas.

The walks and other rights-of-way, if any, in this Condominium as shown on the Site Plan or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the Condominium Property and the Common

Areas, which easement is hereby created in favor of all the Home Owners in the Condominium now or hereafter existing for their use and enjoyment and for the use and enjoyment of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies, police and other authorities of the law, United States mail carriers, representatives of public utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and all easements over and upon same.

12.2. Easements and Cross-Easements on Common Elements.

The Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer or Master Declarant, as applicable, to and from all portions of Kernan Forest for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. Developer hereby reserves a blanket easement over, under, upon and through the Condominium for any purpose whatsoever.

12.3. Phase 33 Land.

Developer reserves the right for itself to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members, designees, and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities, telecommunications, security service and facilities in connection therewith, pest control, and access to publicly dedicated streets, and the like. In addition, upon declaring the Phase 33 Land a part of the Condominium, but only such portion of such land as shall become a part of the Condominium, Developer shall be

deemed to have thereby granted to the Association the right to grant such easements over, under, in and upon the Phase 33 Land, but only such portion of such land as shall become a part of the Condominium, in favor of Developer, the Association, its members and designees, and others and appropriate utility and other service corporations or companies for the above-stated purposes. Either Developer or the Association shall execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by either Developer or the Association.

12.4. Easement for Encroachments.

12.4.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.4.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Home and the Home Owners thereof, their family members, guests, invitees and lessees for air space for any Balcony or Common Covered Porch of any Home, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Home in whose favor such easements exist.

12.4.3. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

12.5 Reservation for Periodic Inspections.

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and improvements thereon in order to ascertain the physical condition of the Common Elements and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements or improvements thereon is indicated. If Developer conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Condominium Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Home(s) from any damages resulting therefrom. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property as may be reasonably necessary for the foregoing purposes.

12.6. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the storm water management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations is hereby granted to each owner of any portion of the Subject Property and to all applicable governmental authorities.

13. LIABILITY INSURANCE PROVISIONS

13.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Forest Creek excluding the Homes; provided, however, that such policy or policies shall not have limits of less than One Million Dollars ($1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars ($100,000) for property damage arising out of a single occurrence. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Home Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Forest Creek, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to Forest Creek in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Home Owner because of the negligent acts of either the Association, Developer or any other Home Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Home Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Home Owners as a group to each Home Owner. Each Home Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own Home and, if the Home Owner so determines, for supplementing any insurance purchased by the Association. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

13.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or

similar expression, if such waiver is available. Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage provided coverage is no less than required by the Act.

13.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

14.1. Hazard Insurance.

Each Home Owner shall be responsible for the purchase of casualty insurance for all of his personal property including all floor, wall, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Home and serve only one Home and all air conditioning compressors that service only an individual Home, whether or not located within the Home boundaries. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance for all portions of the Condominium Property located outside the Homes; the Condominium Property located inside the Homes as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Home was initially conveyed; and all portions of Forest Creek for which this Declaration otherwise requires coverage by the Association, all of which insurance shall insure all of the insurable improvements on or within Forest Creek, including personal property owned by the Association, in and for the interest of the Association, all Home Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The Association shall purchase insurance for each Building now located or which may hereafter be located, built or placed within the Forest Creek in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the Board. The Board may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The casualty insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious

mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

14.2. Flood Insurance.

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in Forest Creek, if available and at a reasonable premium, under the National Flood Insurance Program or any other governmental regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

14.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Forest Creek operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Homes within Forest Creek, as applicable ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Homes within Forest Creek, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Home(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

14.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Home Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

14.5. Restrictions of Mortgagees.

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Home Owners and/or their respective mortgagees.

14.6. Distribution of Insurance Proceeds and Losses.

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Home Owners and mortgagees under the following terms:

14.6.1. Loss to Home Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Homes alone, without any loss to any other improvements within Forest Creek, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Home Owners of the Homes damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Home Owners to use such proceeds to effect necessary repair to the Homes. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Homes alone, the Common Elements or any combination thereof.

14.6.2. Loss of Fifty Thousand Dollars ($50,000) or Less to Homes and Common Elements. In the event that a loss of Fifty Thousand Dollars ($50,000) (such amount is based on the value of the dollar in 2003 and shall be increased each year thereafter based upon increases in the Consumer Price Index) or less occurs to improvements within one (1) or more Homes and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association will cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Homes. In such event, should the insurance proceeds be sufficient to repair the improvements within the

Common Elements but insufficient to repair all of the damage within the Homes, the proceeds shall be applied first to completely repair the improvements within the Common Elements and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Homes, which apportionment shall be made to each Home in accordance with the proportion of damage sustained to improvements within said Homes as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Home and the cost of repair shall be paid by a Special Assessment.

14.6.3. Loss in Excess of Fifty Thousand Dollars ($50,000) to Homes and Common Elements. In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars ($50,000) (such amount is based on the value of the dollar in 2002 and shall be increased each year thereafter based upon increases in the Consumer Price Index) as a result of damages to the improvements within the Common Elements and/or Homes and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 14.6.3 (c) below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Homes contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Home Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Homes setting forth the date or dates of payment of the same, and any and all funds received from the Home Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 14.6.3 (b) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars ($25,000) (such amount is based on the value of the dollar in 2002 and shall be increased each year thereafter based upon increases in the

Consumer Price Index), and three-fourths (3/4) of the Home Owners advise the Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into the shares described in Article 7 hereof and shall promptly pay each share of such proceeds to the Home Owners and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the Home Owners and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Home Owners and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

14.6.4. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Home Owners in proportion to their contributions by way of Special Assessment.

14.6.5. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

14.6.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Forest Creek, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and specifications approved by Master Declarant in accordance with the Master Declaration; provided, however, any material or substantial change in new plans and specifications approved by Master Declarant from the plans and specifications of Forest Creek as previously constructed shall require approval by the Lead Mortgagee.

14.6.7. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Homes alone, Common Elements alone or to improvements within any combination thereof.

14.6.8. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Home Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

14.6.9. Miscellaneous Policy Requirements. Policies insuring the property within Forest Creek purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Home Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Home Owners who are not under the control of the Association; and the policy will be primary, even if a Home Owner has other insurance that covers the same loss.

14.6.10. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

15.1. Proceedings.

The Association shall represent the Home Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any parts thereof by the condemning authority.

15.2. Deposit of Awards With Insurance Trustee.

The taking of any portion of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Although the awards may be payable to Home Owners, the Home Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Home Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Home Owner.

15.3. Disbursement of Funds.

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Home Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Homes will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

15.4. Home Reduced But Tenantable.

If the taking reduces the size of a Home ("Affected Home") and the remaining portion of the Affected Home can be made tenantable, the award for the taking of a portion of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Home Made Tenantable. The Affected Home shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge.

15.4.2. Excess Distributed to Home Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Home Owner of the Affected Home and to each Institutional Mortgagee of the Affected Home, the remittance being made payable to the Home Owner and Institutional Mortgagees as their interests may appear.

15.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Home is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Home shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Home is reduced by the taking, and then the shares of all Homes in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Homes in proportion to their share of ownership in the Common Elements.

15.5. Affected Home Made Untenantable.

If the taking is of the entire Affected Home or so reduces the size of an Affected Home that it cannot be made tenantable, the award for the taking of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.5.1. Payment to Home Owner and Institutional Mortgagee. The market value of the Affected Home immediately prior to the taking shall be paid to the Home Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Home. The remaining portion of the Affected Home, if any, shall be released by the Institutional Mortgagee and conveyed by the Home Owner to the Association. Such remaining portion of the Affected Home shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Neighborhood Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subparagraph 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Homes that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Homes among the reduced number of Homes. The shares of the continuing Homes in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Home being allocated to all the continuing Homes in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Home to the Home Owner and to condition the remaining

portion of the Affected Home for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Home Owners who will continue as Home Owners after the changes in the Condominium effected by the taking. The Neighborhood Assessments shall be made in proportion to the shares of those Home Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Home. If the market value of an Affected Home prior to the taking cannot be determined by agreement between the Home Owner, the Institutional Mortgagees of the Affected Home and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Home; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Homes in proportion to the shares of the Homes in the Common Elements as they exist prior to the changes effected by the taking.

15.6. Taking of Common Elements.

Awards for taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Home Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear.

15.7. Amendment of Declaration.

The changes in Homes, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, all Home Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such certificate amongst the Public Records of the County; provided, however, such amendment shall not be recorded until thirty (30) days after the mailing of a copy thereof to the Interested Parties unless such thirty (30)-day period is waived in writing by the Interested Parties.

16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

16.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Home and its appurtenant undivided interest in Common Elements, as now provided by law ("New Total Tax"), then such New Total Tax shall be paid as a Neighborhood Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Home Owners of all Homes. Each Home Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Home Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Home and its appurtenant percentage interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Home and its appurtenant percentage interest in Common Elements.

16.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Neighborhood Common Expense in the Budget of the Association.

17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

17.1. Single-Family Use.

The Homes shall be used for single-family residences only. No separate part of a Home may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Homes; provided, however, a Home Owner may use a room within a Home as an office for conducting personal business if such personal business does not require contact at the Home with customers or clientele of the Home Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Home. Any such personal office use shall not be deemed a commercial activity in violation of this Paragraph 17.1. Such personal business use must, nonetheless comply with any applicable governmental regulation. A Home may not be leased for a period of less than six (6) months. All leases must be in writing, and a copy must be provided to the Association upon execution. A Home owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Neighborhood Documents.

17.2 Approval by Master Declarant of Improvements.

As described in Article 9 of the Master Declaration, all buildings, structures, landscaping and improvements to be built in Kernan Forest, including the Condominium, must be approved by the Master Association. The Master Declaration provides the procedure and method of obtaining Master Association approval.

17.3. Nuisance.

A Home Owner shall not permit or suffer anything to be done or kept in his or her Home which will: (i) increase the insurance rates on his or her Home, the Common Elements or any portion of Forest Creek; (ii) obstruct or interfere with the rights of other Home Owners or the Association; or (iii) annoy other Home Owners by unreasonable noises or otherwise. A Home Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Home, on the Common Elements or any portion of Forest Creek.

17.4. Signs.

A Home Owner (with the exception of Developer, for so long as Developer is a Home Owner) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Forest Creek or in or upon his or her Home so as to be visible from the Common Elements, or any public way, except as may be previously and specifically approved in writing by Master Association and the Board. Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property as well as any signs in connection with its sales activities.

17.5. Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time and the Master Declaration, a Home Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar.

Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Balcony or Common Covered Porch, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

17.6. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Home shall be concealed from view from all portions of Forest Creek.

17.7. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Master Association.

17.8. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of stormwater within the Condominium without prior written consent of the Board, the Master Association and Master Declarant.

17.9. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association and the Master Association, except that this prohibition shall not apply to those satellite dishes that are one meter in diameter or less, and specifically covered by

47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 17.9 shall not apply to Developer or Master Association.

17.10. Litter.

In order to preserve the beauty of the Condominium, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Condominium Property except in those areas as designated on the Site Plan. All containers, dumpsters and other garbage collection facilities shall be stored inside the Garage of a Home and kept in a clean condition with no noxious or offensive odors emanating therefrom.

17.11. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

17.12. Vehicles.

Motor homes, trailers, recreational vehicles, boats, campers and vans or trucks used for commercial purposes shall not be permitted to be parked or stored in or on Forest Creek unless kept fully enclosed in a garage except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. The Association and the Master Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property.

17.13. Garages.

No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. Garages are intended for the primary use of parking and storage of motor vehicles. Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas of the Condominium.

17.14 Garage Sales.

No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on, in or about Forest Creek.

17.15 Projections.

No Home Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

17.16. Condition of Homes.

Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

17.17. Hurricane Season.

Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to their departure by removing all furniture, potted plants and other movable objects, if any, from the Balcony or Common Covered Porch and by designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association, which consent may be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the Master Association, then the hurricane shutters will be made to conform by the Association or the Master Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed before the issuance of a hurricane watch by the National Hurricane Center encompassing the Forest Creek location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board will adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Florida Statutes Section 718.113(5). The Hurricane Standards will be made available to a Home Owner within five business days after the Board's receipt of a written request for such Hurricane Standards.

17.18. Structural Modifications.

A Home Owner may not make or cause to be made any structural modifications to his or her Home without the Board's and Master Association's prior written consent, which consent may be unreasonably withheld.

17.19. Tree Removal.

Developer is using its best efforts to save as many, if any, of the existing trees on the Condominium Property as is possible during the construction of the Condominium. Developer makes no warranty or guarantee to Home Owners that all of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that the trees do not survive; any expenses associated therewith shall be a Neighborhood Common Expense. After the construction of the Condominium by Developer, the removal of any landscaping is subject to the approval of the Board.

17.20. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Neighborhood Documents and Master Documents; (ii) apply equally to all lawful Forest Creek residents without discriminating on the basis of whether a Home is occupied by a Home Owner or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Homes for sale in the ordinary course of business, would not be detrimental to the sales of Homes by Developer.

17.21. Limitations.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property.

17.22. Additional Restrictions.

For additional restrictions which are applicable to the Condominium Property and the Home Owners, please refer to the Master Documents. In the event of a conflict between the provisions of this Declaration and the provisions of the Master Declaration, the provisions of the Master Declaration shall control; provided, however, that this Declaration and the other Neighborhood Documents may contain provisions more restrictive than contained in the Master Declaration and the other Master Documents, in which event such more restrictive provisions shall control.

18. PARKING SPACES

18.1. Parking Spaces shall be used and assigned in accordance with the provisions of this Article 18. The use of a Parking Space shall be an appurtenance to the Home to which it is assigned.

18.2. Assignment of Parking Spaces

Developer has the right, but not the obligation, to assign the use of a particular parking space ("Parking Space") located on the Condominium Property to a particular Home at the time the Home is originally acquired from Developer.

18.2.1. The use of Parking Spaces have been set aside for the exclusive use of the Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees as hereinafter more particularly set forth. Developer has determined that each Home Owner will be automatically assigned the Parking Space which comprises the driveway located in front of the garage of the respective Home, which is limited to the amount of space required to park the car. The use of such Parking Space shall thereupon be appurtenant to said Home and shall be deemed encumbered by and subject to any mortgage or to any claim thereafter encumbering said Home. Upon conveyance of or passing of title to the Home to which the use of such Parking Space is appurtenant, the Home Owner receiving such title shall automatically be assigned the Parking Space which comprises the driveway located adjacent to the Home to which the Home Owner received title.

18.2.2. Any Parking Space which is not assigned to a particular Home may be reserved by Developer for the exclusive use of Developer and its agents, contractors and lessees for so long as Developer owns one (1) or more Homes. Any unassigned Parking Space which is not reserved by Developer as set forth above is available solely in accordance with the rules and regulations promulgated by the Board.

Parking Spaces which have been set aside for the exclusive use of a Home Owner shall be Limited Common Elements and shall be maintained, repaired and replaced by the Association pursuant to Article 19 of this Declaration. The use of the Parking Spaces may be regulated and limited by rules and regulations promulgated by the Board.

19. MAINTENANCE AND REPAIR PROVISIONS

19.1. By Home Owners

19.1.1. Maintenance and Repair. Each Home Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Home and Limited Common Elements, including the interior of the garage, and appurtenant equipment and the following equipment or fixtures if located within his or her Home or on the Limited Common Elements assigned to his or her Home, electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets including any screening on his or her Balcony, all window glass, window screens and all interior surfaces within or surrounding his or her Home (such as the surfaces of the walls, ceilings, floors and walkway) and the interior of all exterior doors (including garage doors), casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Home. Every Home Owner must perform promptly all maintenance and repair work within his or her Home, as aforesaid, which if not performed would affect the Condominium Property, Forest Creek in its entirety or a Home belonging to another Home Owner. Each Home Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above mentioned responsibilities may engender. Said Home shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board and Master Association as provided in this Declaration and the Master Declaration.

In addition to the foregoing, each Home Owner shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Home Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Home Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Home, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Home Owner shall be responsible for damage to the Home and personal property as well as any injury to the Home Owner and/or occupants of the Home resulting from the Home Owner's failure to comply with these terms. Each Home Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Home if the Home Owner fails to remediate same and each Home Owner shall be responsible for the repair and remediation of all damages to the Home caused by mold.

19.1.2. Alterations. No Home Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board.

19.1.3. Painting and Board Approval. No Home Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including balconies, porches, doors or window frames (except for replacing window glass), etc. No Home Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in their opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approvals are requested.

19.1.4. Duty to Report. Each Home Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of Forest Creek, the responsibility for the remedying of which is that of the Association.

19.1.5. Use of Licensed Plumbers and Electricians. No Home Owner shall have repairs made to any plumbing or electrical wiring within a Home, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Home shall be paid for by and shall be the financial obligation of the Home Owner, unless such repairs are made in a Home to plumbing and electrical systems servicing more than one (1) Home.

19.1.6. Access by Association. Each Home Owner shall permit the Association to have access to his or her Home from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Home.

19.1.7. Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Home shall be maintained, replaced or repaired by the Home Owner whose Home is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

19.1.8. Liability for Actions. A Home Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Home Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

19.2. By the Association.

19.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements, including the driveways, landscaping and sprinkler systems, exterior surfaces of the Buildings, as well as all exterior of doors and garage doors of the Homes. Notwithstanding the foregoing, the Association's maintenance responsibility for driveways shall not include cleaning; rather cleanup of driveways shall be the responsibility of the Home Owner who is entitled to use such driveway. Further, in the event the Association permits a Home Owner to install a covering on the surface of his or her driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Home Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the driveway. The Association shall maintain and repair all exterior walls of the Buildings.

19.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and storm water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Home.

19.2.3 Lakes. Notwithstanding anything contained herein to the contrary, the Lake depicted on the Site Plan is a part of the Condominium Property and the Master Association is responsible for the maintenance thereof.

19.2.4. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having

jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Neighborhood Common Expense.

19.2.5. Maintenance of Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Neighborhood Common Expense. The Association shall maintain the banks of lakes to the edge of water on all lakes within the Condominium Property, if any, whether such banks are within or adjacent to the Condominium Property. Such maintenance may include, but is not limited to, grass cutting, tree trimming, sprinkling, fertilizing, spraying, and maintaining and operating any amenities or structures established in such areas. The Association shall also be responsible for maintaining and irrigating the landscaping on the Master Association Common Area adjacent to the Land to the edge of any pavement, water's edge, or preserve and conservation lands.

19.2.6. Open Space and Buffers. Any property conveyed or dedicated to the Association which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the open space, buffer, preserve area, or conservation area, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

19.2.7. Stormwater Management System. The Master Association shall be responsible for maintaining any portion of the stormwater management system located within Forest Creek and which is designated by Developer or the Master Declarant as a secondary stormwater management system. (This would include, for example, drainage swales.)

19.3 Developer's Warranties.

Notwithstanding anything contained in this Article 19 to the contrary, each Home Owner acknowledges and agrees that Developer shall be irreparably harmed if a Home Owner undertakes the repair or replacement of any defective portion of a Home, a Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Forest Creek during the time in which Developer is liable under any warranties in connection with the sale of any Home. Accordingly, each Home Owner hereby agrees (i) to promptly, upon such Home Owner's knowledge of the existence of any such portion Home Owner deems to be defective, provide written notice to Developer specifying each such defective portion, upon the receipt of which, and if Developer agrees with Home Owner regarding any such defect, Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period and Developer agrees in writing such portion is defective, such Home Owner may repair or

replace same. If any Home Owner fails to comply with the provisions of this Paragraph 19.3, such Home Owner will be deemed to have breached his or her obligation to mitigate damages and such Home Owner's conduct shall constitute an aggravation of damages.

19.4. Alterations and Improvements.

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Home Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Home Owner or Institutional Mortgagee, the consent of such Home Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Home Owners of two-thirds (2/3) of the Homes if the cost of the same shall be a Neighborhood Common Expense which shall exceed One Thousand Dollars ($1,000) per Home. The cost of such alterations and improvements shall be assessed among the Home Owners in proportion to their share of Neighborhood Common Expenses.

19.5. Conformity with Master Declaration.

Notwithstanding anything contained in this Article 19 to the contrary, alterations, improvements, repairs and maintenance of the Condominium Property shall conform to the provisions of the Master Declaration and all other valid terms and provisions thereof.

19.6. Community-Wide Standard of Maintenance.

The Association and all Home Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard established pursuant to the Master Declaration. In the event property is not properly maintained, the Master Association shall be authorized, but not obligated, to assume the maintenance responsibilities of the Association hereunder and under the Master Declaration, and to assess all costs thereof to the Home Owners as a Neighborhood Assessment, as defined in the Master Declaration.

20. NEIGHBORHOOD ASSESSMENTS FOR NEIGHBORHOOD COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

20.1. Affirmative Covenant to Pay Neighborhood Common Expenses.

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements for the recreation, safety, welfare, and benefit of Home Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Homes and the Home Owners thereof the affirmative covenant and obligation to pay the Neighborhood Assessments including, but not limited to, the Annual Assessments. Each Home Owner, by acceptance of a deed or other instrument of conveyance for a Home, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Neighborhood Assessments determined in

accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Home therein.

20.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 21 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Neighborhood Assessments are hereby declared to be a charge on each Home and shall be a continuing lien upon the Home against which each such Neighborhood Assessment is made. Each Neighborhood Assessment against a Home together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed. The Association's statutory lien for Neighborhood Assessments shall be effective only from and after the time of recordation amongst the Public Records of the County of a written acknowledged statement by the Association, as of the date the statement is signed setting forth the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

20.2.1. Personal Obligation. Each Neighborhood Assessment against a Home, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed.

20.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Home by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Home by deed in lieu of foreclosure, shall be liable for the unpaid Neighborhood Assessments that became due prior to such acquisition of title to the extent required by Section 718.116, Florida Statutes as it exists at the time of recording this Declaration in the Public Records of the County. Neighborhood Assessments which are not due from such Institutional Mortgagee shall become a Neighborhood Common Expense collectible from all Home Owners pursuant to Paragraph 22.9 hereof.

20.3. Enforcement.

In the event that any Home Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Home within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies:

(i) To advance, on behalf of the Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association

shall not waive the default of the Owner in failing to make its payments;

(ii) To accelerate the entire amount of any Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes;

(iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

(iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

21. METHOD OF DETERMINING, ASSESSING AND COLLECTING NEIGHBORHOOD ASSESSMENTS

The Neighborhood Assessments as hereinafter set forth and described shall be assessed to and collected from Home Owners on the following basis:

21.1. Determining Annual Assessment.

21.1.1. Expenses. The total anticipated Neighborhood Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board as described in the Articles and Bylaws. The total anticipated Neighborhood Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Homes based upon each Home's share of the Neighborhood Common Expenses, which allocated sum, together with each Home Owner's share of "Assessments" as determined in accordance with the Master Declaration, shall be assessed as the "Annual Assessment." The Annual Assessment may be adjusted monthly in the instance where the Board determines that the estimated Neighborhood Common Expenses are insufficient to meet the actual Neighborhood Common Expenses being incurred, in which event the anticipated Neighborhood Common Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

21.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year. The Association may at any time require the Home Owners to maintain a minimum balance on deposit with the Association to cover future installments of Neighborhood Assessments. The amount of such deposit shall not exceed one-quarter (1/4) of the then current Annual Assessment for the Home.

21.2. Developer's Guarantee

From the recording of this Declaration until December 31, 2004, Developer guarantees that assessments for Neighborhood Common Expenses of the Association will not exceed One Hundred Seventy-Five Dollars ($175.00) per month. Developer will pay all Neighborhood

Common Expenses not paid for by assessments of Homes ("Guarantee for Neighborhood Common Expenses"). Developer's guarantee is made in accordance with the provisions of Section 718.116(9)(a)(2) of the Act. The expiration of the guarantee period is December 31, 2004; provided, however, that the Guarantee for Neighborhood Common Expenses shall terminate on the Majority Election Date in the event the Majority Election Date occurs prior to December 31, 2004.

Developer reserves the right to extend the guarantee period for one (1) additional year to December 31, 2005, and guarantees that from January 1, 2005 to December 31, 2005, that the Guarantee for Neighborhood Common Expenses will not exceed $175.00; provided, however, the guarantee shall terminate on the Majority Election Date in the event the Majority Election Date occurs prior to December 31, 2005.

Neighborhood Assessments determined as provided in Paragraph 21.1 of this Declaration or the Bylaws shall be determined and made commencing January 1, 2005, if Developer does not choose the option to extend the guarantee, or January 1, 2006 if Developer chooses the option to extend the guarantee or the date when control of the Association is turned over to Home Owners other than the Developer, whichever is the sooner to occur and Developer will pay any such Neighborhood Assessments for any of the Homes owned by Developer from and after such date.

21.3. Special Assessments.

In addition to the Annual Assessment, Home Owners shall be obligated to pay such Special Assessments as shall be levied by the Board against their Home in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Home or in otherwise enforcing the provisions of the Neighborhood Documents or the Master Documents; (iii) the failure or refusal of other Home Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent with the terms of the Neighborhood Documents or the Act.

21.3. Master Association Assessments.

All Home Owners, lessees, and occupants of Homes in Forest Creek shall have access to and use of various services and facilities provided by the Master Association. Every Home Owner, by acceptance of a deed to a Home, acknowledges that, in addition to being subject to and bound by the Neighborhood Documents, he or she is subject to the Master Declaration and that he or she is automatically a member of and subject to assessment by the Master Association in accordance with the terms of the Master Declaration. Each Home Owner covenants and agrees to pay all assessments levied against such Home Owner's Home by the Master Association or by the Association on behalf of the Master Association.

22. NEIGHBORHOOD COMMON EXPENSES

The following expenses are declared to be Neighborhood Common Expenses of the Condominium which each Home Owner is obligated to pay to the Association as provided in this Declaration, the Neighborhood Documents and Master Documents. In addition to the Neighborhood Expenses payable to the Association, each Home Owner is obligated to pay to the Master

Association Neighborhood Assessments, if any, levied against the Homes in Forest Creek to cover any Neighborhood Expenses, as such terms are defined in the Master Declaration.

22.1. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and against any and all personal property and improvements, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Neighborhood Common Expenses.

22.2. Utility Charges.

All charges levied for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Neighborhood Common Expenses. It is contemplated that this obligation will include all charges for water, electricity, telephone, trash removal and any other type of utility or any other type of service charge incurred in connection with the Common Elements.

22.3. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property or specifically related to this Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Neighborhood Common Expenses.

22.4. Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building or structure upon the Common Elements by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Neighborhood Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association who shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Neighborhood Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Paragraph 21.3 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all

deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

22.5. Maintenance, Repair and Replacements.

Neighborhood Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, storm water management system, personal property and furniture, fixtures and equipment of the Association upon the Common Elements, including driveways (except as provided in Paragraph 20.3(i) hereof), landscaping, and lawn and sprinkler service, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and in conformity with the Master Declaration, the other Master Documents, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 21.3 of this Declaration.

22.6. Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium shall be deemed to be Neighborhood Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Neighborhood Common Expenses hereunder as will fees which may be required to be paid to the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time.

22.7. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless Developer and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

22.8. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Neighborhood Common Expense.

22.9. Failure or Refusal of Home Owners to Pay Annual Assessments.

Funds needed for Neighborhood Common Expenses due to the failure or refusal of Home Owners to pay their Annual Assessments levied shall, themselves, be deemed to be Neighborhood Common Expenses and properly the subject of a Neighborhood Assessment.

22.10. Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

22.11. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Neighborhood Documents or the Master Declaration must also be approved by a majority vote of the Home Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

22.12. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Neighborhood Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Home Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

22.13. Miscellaneous Expenses.

Neighborhood Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Common Expense by the Board.

22.14. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be a Neighborhood Common Expense commencing with the recordation of this Declaration.

23. PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

23.1. Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Homes and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Home shall be deemed to describe the entire Home owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

23.2. Incorporation of Section 718.107.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

24. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Neighborhood Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Neighborhood Documents or the Act shall not be affected.

25. PROVISIONS RELATING TO INTERPRETATION

25.1. Titles.

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

25.2. Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

25.3. Member.

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

25.4. Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

26. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Home Owner shall be governed by and shall comply with the Act and all of the Neighborhood Documents as such Neighborhood Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Home Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Neighborhood Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Home Owner to comply with the terms of the Neighborhood Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Home Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Neighborhood Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Neighborhood Documents.

27. PROVISIONS FOR ALTERATIONS OF HOMES BY DEVELOPER

27.1. Developer's Reserved Right.

Developer reserves the right to alter, change or modify the interior design and arrangement of all Homes and to nonmaterially alter the boundaries between the Homes as long as Developer owns the Homes so altered (which alterations in Developer's Homes are hereinafter referred to as the "Alterations"). Any material alterations require the majority approval of the Voting Interests in the Condominium.

27.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of this Condominium other than interior walls abutting Homes owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then

submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 28 hereof.

In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Homes being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Paragraph. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Home Owners or lienors or mortgagees of the Homes, whether or not such approvals are elsewhere required for an amendment of this Declaration; provided, however, if the amendment is material, then the consent of a majority of the Home Owners is also required.

28. PROVISIONS FOR AMENDMENTS TO DECLARATION

28.1. General Procedure.

Except as to the Amendment described in Paragraph 27.2 hereof, and the matters described in Paragraphs 28.2, 28.3, 28.4, 28.5, 28.6 and 28.7 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment) (e.g., Paragraph 11.2 herein), this Declaration may be amended at any regular or special meeting of the Home Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Home Owners; provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and the amendment shall be recorded in accordance with the Act. . A true copy of such amendment shall be sent by certified mail by the Association to Developer and to all Institutional Mortgagees ("Mailing"). The amendment shall become effective upon its recording amongst the Public Records, but the amendment shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30)-day period is waived in writing by Developer and all Institutional Mortgagees.

28.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Home in any material fashion, materially alter or modify the appurtenances to such Home, change the proportion or percentage by which the Home Owner shares the Neighborhood Common Expenses and owns the Common Surplus and Common Elements or the Home's voting rights in the Association, unless: (i) the record owner of the Home; (ii) all record owners of liens on the Home join in the execution of the amendment; and (iii) all the record owners of all other Homes approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Home Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Paragraph 28.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Homes encumbered by mortgages held by Institutional Mortgagees.

28.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish this Condominium, the Association, through its Board, shall immediately call for a special meeting of the Home Owners to consider amending the Declaration or other Neighborhood Documents. Upon the affirmative vote of one-third (1/3) of the Home Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Institutional Mortgagees.

28.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, the Association or any Institutional Mortgagee under this Declaration and the other Neighborhood Documents without the specific written approval of Developer, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment that would affect the stormwater management system, including the conservation areas or water management portions of the Common Elements, must have the prior approval of the St. Johns River Water Management District, and/or the Master Association.

28.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Home Owners provided that such amendment does not materially and adversely affect the rights of Home Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

28.6. Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Home Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

28.7. U.S. Housing and Urban Development/U.S. Department of Veterans Affairs Approval.

In the event that the Condominium receives U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, excluding amendments to add phases, any mergers and consolidations, mortgaging of common area or dissolutions of the Articles, must be approved in writing by HUD or VA as long as Developer owns any Homes in Forest Creek.

28.8. Amendments Regarding Tenants.

Any amendment to any of the Neighborhood Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Home Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present).

28.9. Neighborhood Documents and Master Documents.

The Articles, Bylaws and other Neighborhood Documents shall be amended as provided in such documents. The Master Declaration, Articles of Incorporation of the Master Association and Bylaws of the Master Association shall be amended as provided in the respective Master Documents.

28.10. Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision ____ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

29. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER TO SELL HOMES OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE 17

29.1. Developer's Right to Convey.

The provisions, restrictions, terms and conditions of Article 17 hereof shall not apply to Developer as a Home Owner, and in the event and so long as Developer shall own any Home, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey,

transfer, mortgage or encumber in any way any such Home upon any terms and conditions as it shall deem to be in its own best interests.

29.2. Developer's Right to Transact Business.

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Forest Creek any business necessary to consummate the sale, lease or encumbrance of Homes including the right to maintain models and a sales and/or leasing office, place signs, employ sales personnel, hold promotional parties, use the Common Elements and show Homes and including the right to carry on construction activities of all types necessary to construct all improvements in Forest Creek pursuant to the plan for development as set forth in Articles 5, 6 and 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to utilize the models for other communities located in Kernan Forest or elsewhere, as Developer and/or any of Developer's affiliates as developers of other communities in Kernan Forest or elsewhere may so determine, in their sole discretion.

29.3. Assignment.

This Article 29 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 29 may be assigned in writing by Developer in whole or in part.

30. GENERAL PROVISIONS

30.1. Withdrawal Notice and Other Homes.

30.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units, other than the Homes within the Condominium ("Other Homes"), upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

30.1.2. Rights of Home Owners of Other Homes to Use "Common Property" (as defined in the Master Declaration), Phase 33 and Easements Created for Access. In the event that Developer constructs Other Homes, the owners of such Other Homes ("Other Home Owners") and their family members, guests, invitees, and lessees may have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy any landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements which comprise Phase 33, whether or not added to the Condominium, in the same manner and with the same privileges as Home Owners have or may have from time to time; (ii) a perpetual nonexclusive easement over, across and through the Phase 30 for the use and enjoyment thereof and from and to public ways, including dedicated streets; and (iii) the right to use and enjoy the "Common Property." Home Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated

streets and Phase 33 subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of Phase 33 or the easements created by this Paragraph 30.1.2 which do not apply uniformly to the Home Owners, Other Home Owners and their respective family members, guests, invitees and lessees.

30.1.3. Obligations of Other Homes. In the event that Developer develops Other Homes, the Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the expenses ("Other Home Expenses") anticipated to be incurred by the Association to administer, operate, maintain, repair and improve Phase 33, including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to Phase 33. The Other Home Expenses shall be assessed among all existing Homes and the "Other Homes Subject to Neighborhood Assessment" (as hereinafter defined). Each Home's share of the Other Home Expenses shall be the product of the multiplication of the Other Home Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Homes" (as hereinafter defined). Each Other Home Subject to Neighborhood Assessment shall also be responsible for its proportionate share of any expense with respect solely to Phase 33 which would be subject to a Special Assessment against Homes. "Other Homes Subject to Neighborhood Assessment" shall mean the total number of Other Homes developed from time to time on any portion of the Land originally intended to be a Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice and to which Developer has granted the right to use the improvements located upon Phase 33, which shall become subject to assessment as provided in Paragraph 30.1 upon the recording amongst the Public Records of a declaration of condominium submitting such Other Homes to the condominium form of ownership. "Total Homes" as used herein shall mean the sum of the number of Homes within the Condominium and the number of Other Homes Subject to Neighborhood Assessment as determined from time to time. In the event of condemnation of any Other Homes Subject to Neighborhood Assessment, assessments against such Other Units Subject to Neighborhood Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Homes.

30.1.4. Liens upon Other Homes. There shall be a charge on and continuing lien upon all Other Homes Subject to Neighborhood Assessment against which assessment is made as provided in Paragraph 30.1.3 which shall be subject to all provisions herein to which Homes are subject, including, but not limited to, the rights of foreclosure of Other Homes Subject to Neighborhood Assessment and such right shall be set forth in the documents establishing the Other Homes.

30.1.5. Conflict with Other Provisions. The matters set forth in Paragraphs 30.1.2, 30.1.3 and 30.1.4 shall only become applicable if, as and when Developer develops Other Homes, and, in such event, shall control in the event of any conflict between the terms and provisions of such Paragraphs 30.1.2, 30.1.3 and 30.1.4 and the terms and provisions of any other Paragraphs in this Declaration. Amendment of this Article 30 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer for so long as Developer owns any Homes or Other Homes or any portion of the Land upon which they can be built and by a majority of the Other Home Owners, if any.

30.1.6. Merger. In the event Developer develops Other Homes which are submitted to the condominium form of ownership, the Association may merge the condominiums operated by

the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five percent (75%) of the owners in each such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws.

30.2 Multicondominium.

In the event there are Other Units, as described in Paragraph 30.1 hereinabove, which are units in a condominium or condominiums operated by the Association ("Multicondominium"), then in addition to the provisions of Paragraph 30.1, the following provisions shall also apply.

The assets, liabilities, common surplus and liability for the Common Expenses of the Association which are not Common Expenses attributable to a particular condominium or condominiums ("Association Expenses") shall be equal as to each condominium unit operated by the Association. The Assessment for Association Expenses as to each condominium shall be determined by dividing the Association Expenses by the total number of condominium units operated by the Association. As to each condominium, this amount shall be multiplied by the number of units in the condominium, which amount shall be added to the common expenses of the condominium to be levied and assessed against the unit owners thereof in accordance with the declaration of condominium for that condominium. The share of each Other Unit Owner in a Multicondominium in the Common Surplus of the Association shall be determined in the same manner.

Developer currently has no plans to have Other Unit Owners in any such Multicondominium share common elements, other than the easement provided in subparagraph 30.1.2 hereinabove, or to add any property to be owned by the Association.

In the event Developer creates a Multicondominium, each Multicondominium unit shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the unit owner.

30.3. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

30.4. Rights of Mortgagees.

30.4.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Neighborhood Documents and the books, records and financial statements of the Association to Home Owners and the holders, insurers or guarantors of any first mortgages encumbering Homes. In addition, evidence of insurance shall be issued to each Home Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 30.4.1, the mortgagee (or mortgage

insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Home on which it has (or insures or guaranties) the mortgage.

30.4.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Home and the legal description of such Home, the Association shall provide such Listed Mortgagee with timely written notice of the following:

30.4.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Home encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

30.4.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

30.4.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Home; and

30.4.2.4. Any failure by a Home Owner owning a Home encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Neighborhood Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Home Owner where such failure or delinquency has continued for a period of sixty (60) days.

30.4.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

30.4.4. Right to Cover Cost. Developer (until the Majority Election Date) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home. Further, Developer (until the Majority Election Date) and any Listed Mortgagees shall have the right, but not the obligation, jointly or singularly, and at their sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Developer and any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

30.5. Developer Approval of Association Actions.

Notwithstanding anything in this Declaration to the contrary, while Developer holds Homes for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(i) Assessment of Developer as a Home Owner for capital improvements; and

(ii) Any action by the Association that would be detrimental to the sale or leasing of Homes by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Neighborhood Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Homes.

30.6. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Home Owner, at the address of the person whose name appears as the Home Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Home Owner; (ii) the Association, certified mail, return receipt requested, at 9456 Phillips Highway, Suite 1, Jacksonville, FL 32256, or such other address as the Association shall hereinafter notify Developer and the Home Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, Attn: Division President, with a separate copy to 9456 Philips Highway, Suite 1, Jacksonville, FL 32256, Attn: Chief Financial Officer, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Home. Upon request of a Home Owner the Association shall furnish to such Home Owner the then current address for Developer as reflected by the Association records.

30.7. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(f) of the Act, it is hereby specified that no time share estates will be created with respect to Homes in any Phase.

30.8. Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Home Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

30.9. Lease.

A lessee of a Home shall by execution of a lease, be bound by all applicable terms and provisions of this Declaration and be deemed to, accept his or her leasehold estate subject to this Declaration and the Master Documents, agree to conform and comply with all provisions contained herein and allow the lessor or the Association to fulfill all obligations imposed pursuant thereto.

Each Home Owner, by his/her acceptance of a deed to a Home thereby assigns to the Association the right to collect rent from any lessee of a Home, in the event such Home Owner is delinquent in paying his/her Neighborhood Common Expenses to the Association. After collecting any such rent, the Association may deduct any late Neighborhood Assessments, Interest and Legal Fees and remit any balance to the Home Owner. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association upon execution.

30.10. Documents.

Any person reading this Declaration is hereby put on notice that this Condominium is part of Kernan Forest and, as such, is subject to the Master Documents, as such documents may be amended from time to time. These documents and all amendments thereto are superior to this Declaration and should be read in conjunction with this Declaration and other Neighborhood Documents.

30.11. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL HOME OWNERS AGREE TO HOLD DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, MASTER DECLARANT, THE MASTER ASSOCIATION, DEVELOPER, ANY SUCCESSOR MASTER DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, MASTER DECLARANT, THE MASTER ASSOCIATION, DEVELOPER, ANY SUCCESSOR MASTER DECLARANT, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL HOME OWNERS AND OCCUPANTS OF ANY HOME, AND TENANTS, GUESTS AND INVITEES OF A HOME OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, DEVELOPER, MASTER DECLARANT, ANY SUCCESSOR MASTER DECLARANT, OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER, MASTER DECLARANT, THE MASTER ASSOCIATION, OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH

TENANT, GUEST AND INVITEE OF A HOME OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, MASTER DECLARANT AND ANY SUCCESSOR MASTER DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, THE MASTER ASSOCIATION AND ITS BOARD, MASTER DECLARANT AND ANY SUCCESSOR MASTER DECLARANT, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOME OWNER OR OCCUPANT OF ANY HOME, OR ANY TENANT, GUEST OR INVITEE OF A HOME OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

31. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

31.1 Agreement.

The Condominium may be terminated at any time by written agreement of the Unit Owners of at least three fourths (3/4) of the Units and the primary Institutional Mortgagee.

31.2. Very Substantial Damage.

If the Condominium suffers "very substantial damage" to the extent defined in Section 14.6 above, and it is not decided as provided in Section 14.6 above that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

31.3. Certificate of Termination; Termination Trustee.

The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Unit Owners of legal title and vests legal title to all real and personal property formerly the Association Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is

owned by the former Unit Owners as tenants in common in the same undivided shares each Unit Owner previously owned in the Common Elements. On termination, each lien encumbering a Unit shall be transferred automatically to the equitable share in the Property attributable to the Unit encumbered by the lien with the same priority. Termination incident to a merger of this Condominium with another under Section 29.1.6 above shall not require the designation of a Termination Trustee.

31.4. Wind-up of Association Affairs.

The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

31.5 Notice to Division

When the Board intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the Certificate of Termination in the Public Records, the Association shall, within thirty (30) business days, notify the Division of the termination. Such notice shall include the date the Certificate of Termination was recorded, the County, and the Official Records book and page number where recorded, together with a copy of the recorded Certificate of Termination, certified by the Clerk of Courts of the County.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 1 day of December, 2003.

WITNESSES:

Kathleen J Shippey
Signature
KATHLEEN T SHIPPEY
Printed Name
Carole A Green
Signature
Carole A Green
Printed Name

D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation

By: _____ SP
_____, Division President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1 day of Dec., 2003, by _____, the Division President of D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation, on behalf of the corporation, who is personally known to me, who affixed thereto the seal of the corporation.

Notary Public
My Commission Expires:

AMBER ELROD
My Comm Exp 9/30/05
No DD061381
Personally Known ( ) Other ID

Exhibit A

PARCEL F2:

A portion of Government Lots 12 and 13, Section 3, Township 2 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

COMMENCING at the Northwesterly corner of Mt. Pleasant Creek, as recorded in Plat Book 44, Pages 78, 78A, 78B, 78C and 78D of the Current Public Records of said County, said point being situate in the Easterly right of way line of Kernan Boulevard North (a 120 foot right of way as now established); thence North 00 degrees 52 minutes 54 seconds West, along said Easterly right of way line, a distance of 2,153.23 feet to the Southwesterly corner of those certain lands described in deed recorded in Official Records Volume 9486, Page 2188 of said Current Public Records; thence South 86 degrees 37 minutes 31 seconds East, along the Southerly line of said last mentioned lands, a distance of 890.46 feet for a POINT OF BEGINNING; thence continue South 86 degrees 37 minutes 31 seconds East, along said last mentioned line, a distance of 732.49 feet; thence South 03 degrees 22 minutes 29 seconds West, 136.95 feet; thence South 26 degrees 00 minutes 26 seconds East, 113.21 feet; thence South 00 degrees 05 minutes 28 seconds East, 535.20 feet; thence South 50 degrees 39 minutes 06 seconds West, 110.23 feet to a point situate in a curve concave Southwesterly and having a radius of 280.00 feet; thence Northwesterly around and along the arc of said curve, a distance of 134.35 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 11 minutes 57 seconds West, 133.07 feet to the point of tangency of said curve; thence North 66 degrees 56 minutes 43 seconds West, a distance of 93.61 feet to the point of curvature of a curve concave Southerly and having a radius of 380.00 feet; thence Westerly around and along the arc of said curve, a distance of 205.15 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 24 minutes 41 seconds West, 202.67 feet to the point of tangency of said curve; thence South 82 degrees 07 minutes 22 seconds West, a distance of 123.39 feet; thence North 09 degrees 18 minutes 49 seconds West, a distance of 257.00 feet; thence South 80 degrees 41 minutes 11 seconds West, a distance of 47.50 feet; thence North 09 degrees 18 minutes 49 seconds West, a distance of 518.96 feet to the POINT OF BEGINNING.

EXHIBIT B
DECLARATION OF CONDOMINIUM
OF
FOREST CREEK, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans and Graphic Descriptions of Improvements for Phases 1 through 33

A & J Land Surveyors, Inc.
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-1644
Jon Bowan, PLS Jeff Ward, PLS

SURVEY CERTIFICATION
FOREST CREEK, A CONDOMINIUM
BUILDING 1
PART OF GOVERNMENT LOT 13,
SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

We certify pursuant to Section 718.104(4)(e) F.S. as amended that the construction of the improvements shown on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Forest Creek, A Condominium describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials and that all planned improvements, including but not limited to, landscaping, utility services and access to the unit and common element facilities serving the building in which the units to be conveyed are located have been substantially completed.

A & J Land Surveyors, Inc.

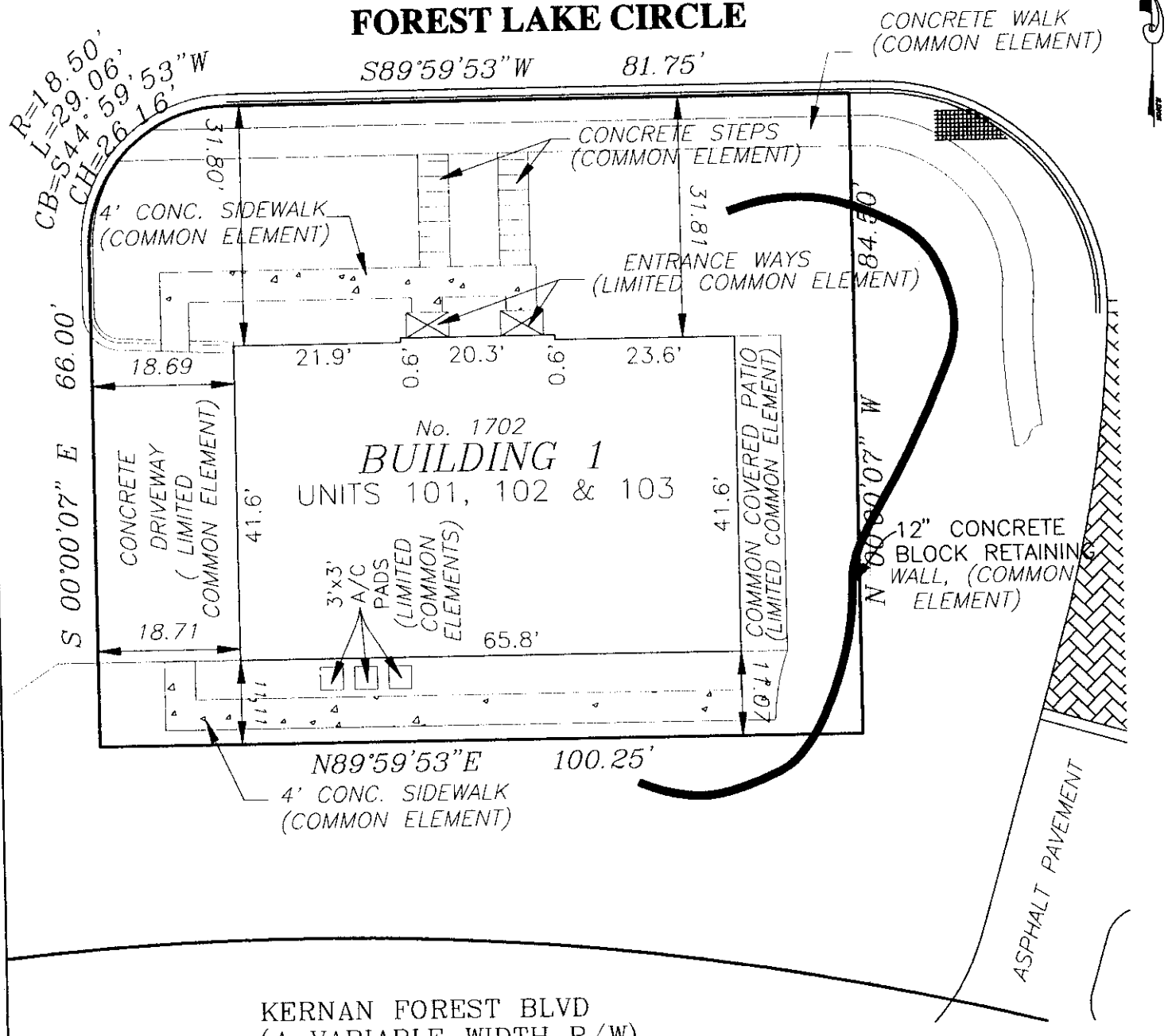
By: _____ DEC 10, 2003
Jonathon B. Bowan, State of Florida Date
Registered Land Surveyor, certificate No. 4600

MAP SHOWING SURVEY OF BUILDING 1 OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

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PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
SURVEY
UNITS "101", "102", and "103"
SHEET 1 of 10 SHEETS

MAP SHOWING 1st FLOOR, OF BUILDING 1
FOREST CREEK, A CONDOMINIUM

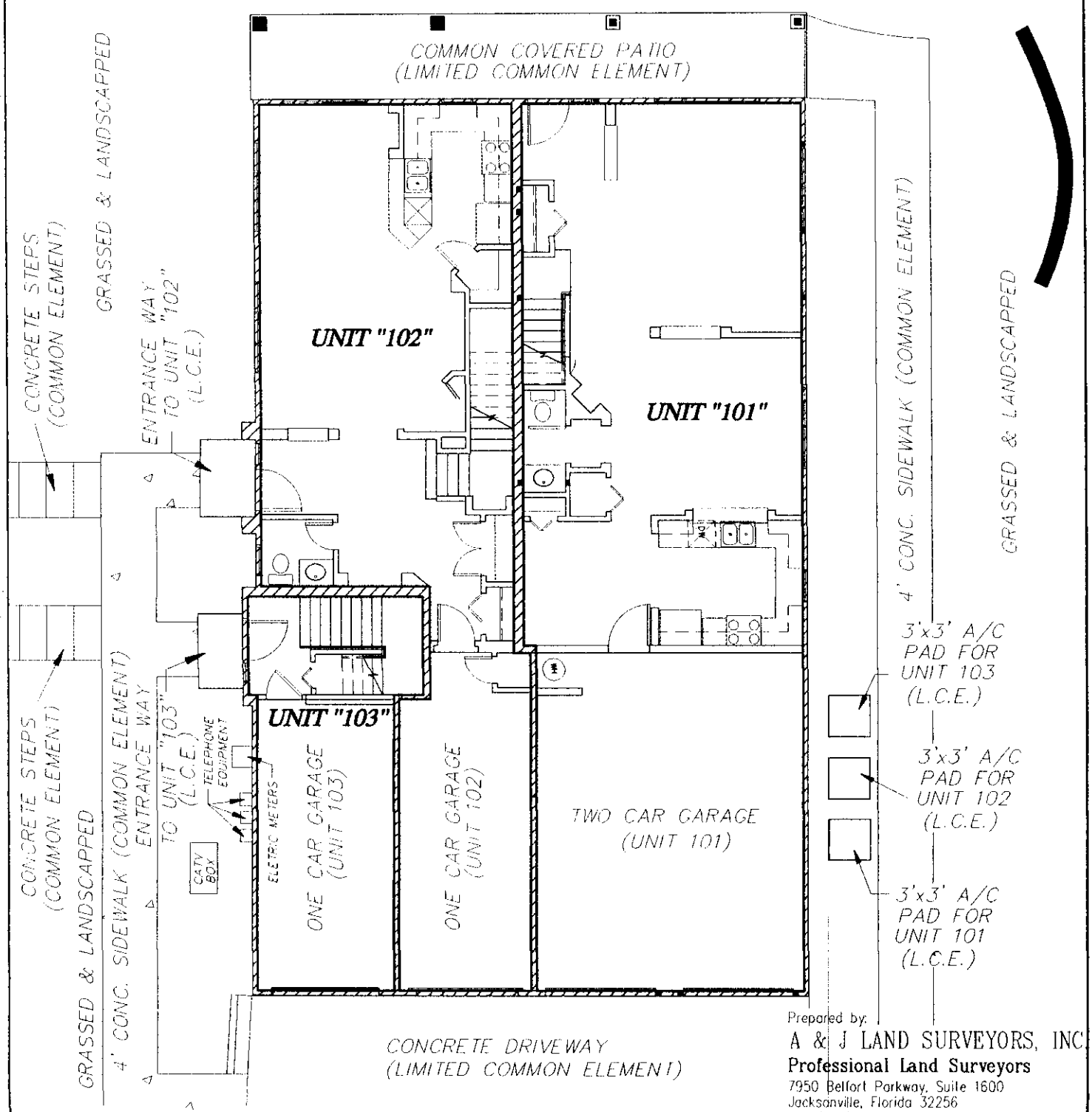
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
FIRST FLOOR PLAN
UNITS "101", "102", and "103"
SHEET 2 of 10 SHEETS
DATE: DECEMBER 8, 2003

LEGEND
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

0' 15'
5' 25'
GRAPHIC SCALE: 1" = 10'



Prepared by:
A & J LAND SURVEYORS, INC
Professional Land Surveyors
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 L.B. No. 6661

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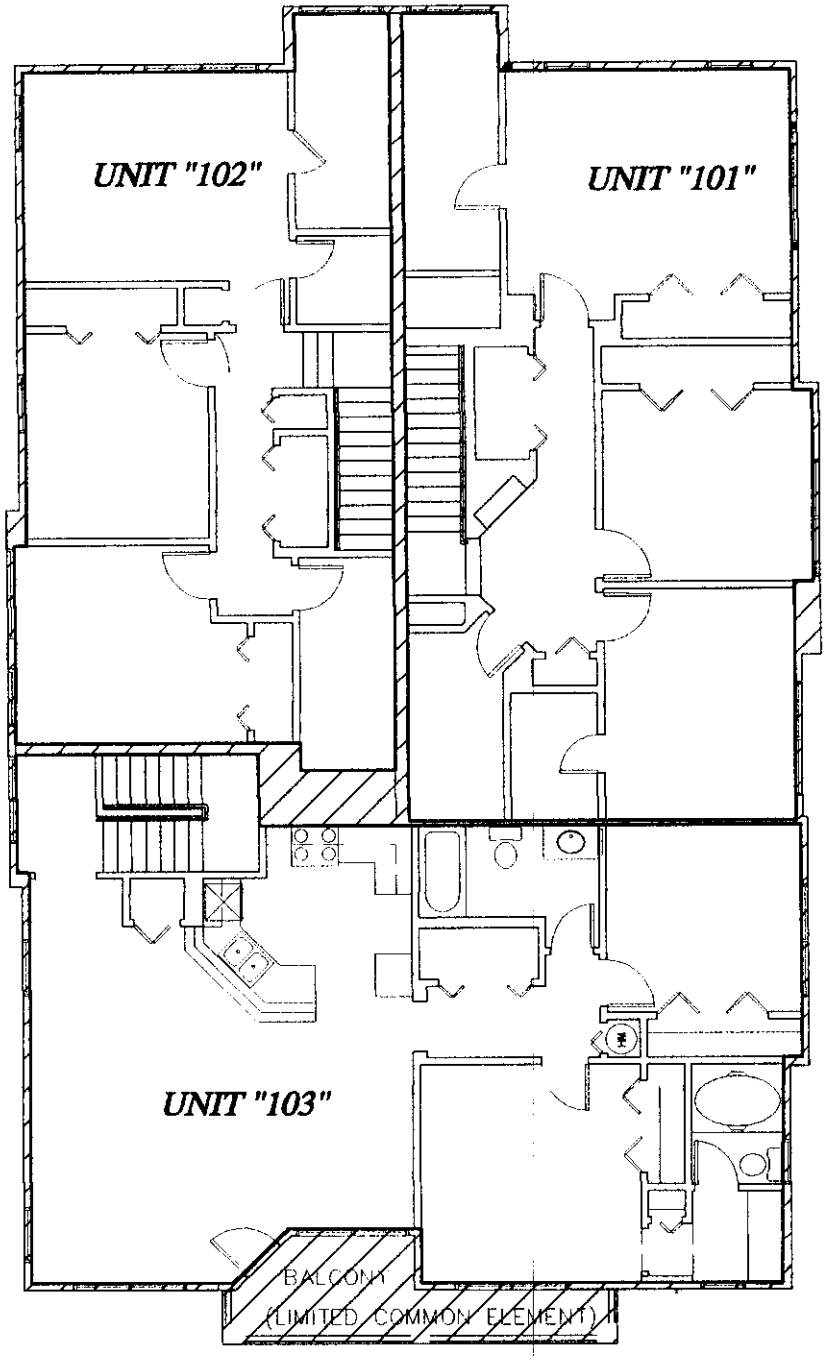
MAP SHOWING 2nd FLOOR, OF BUILDING 1

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

LEGEND
L.C.E. = LIMITED COMMON ELEMENT
C.E. = COMMON ELEMENT

0' 15'
5' 25'
GRAPHIC SCALE: 1" = 10'



PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
SECOND FLOOR PLAN
UNITS "101", "102", and "103"
SHEET 3 of 10 SHEETS
DATE: DECEMBER 8, 2003

Prepared by:
A & J LAND SURVEYORS, INC.
Professional Land Surveyors
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 L.B. No. 6661

MAP SHOWING UNIT 101, 1st FLOOR, BUILDING 1 OF

FOREST CREEK, A CONDOMINIUM

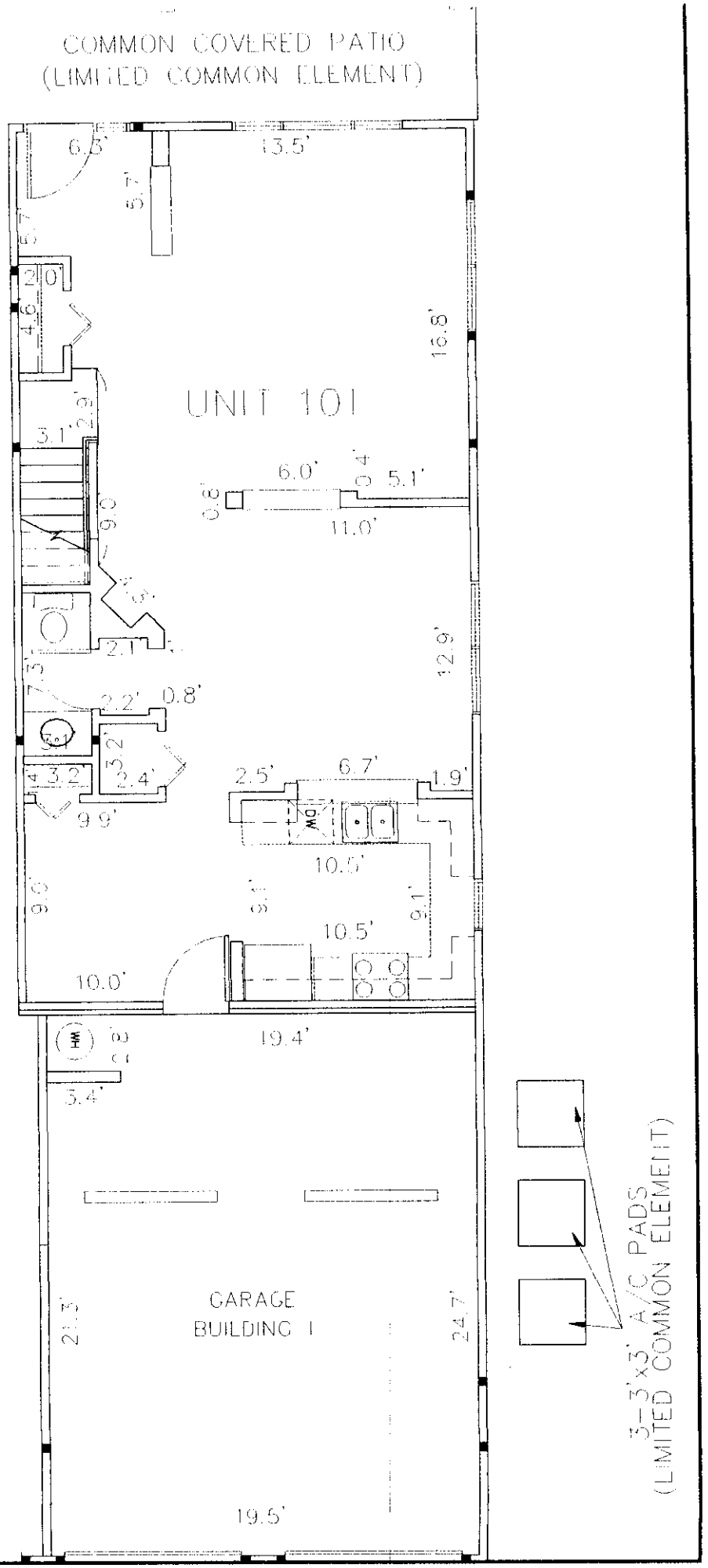
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Prepared by:
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7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 LB No. 6661

GRAPHIC SCALE: 1" = 8'

0' 4' 10'

2' 6' 14'



LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
FIRST FLOOR PLAN
UNIT "101"
SHEET 4 of 10 SHEETS

DATE: DECEMBER 8, 2003

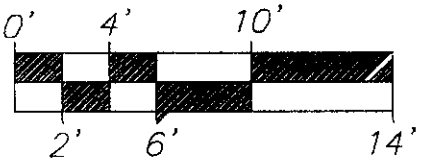
MAP SHOWING UNIT 101, 2nd FLOOR, BUILDING 1 OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

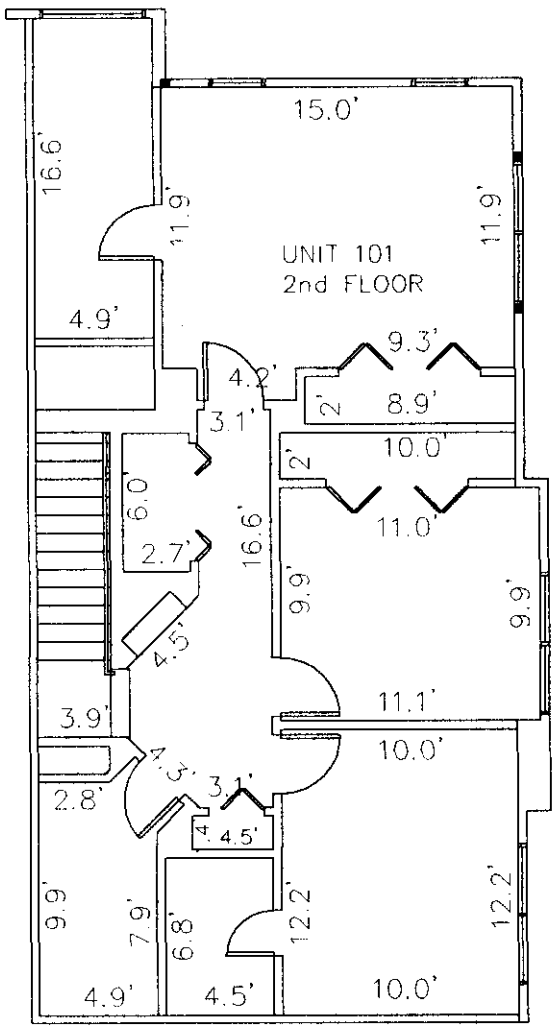
LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

GRAPHIC SCALE: 1" = 8'



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Phone (904) 296-1666 L.B. No. 6661

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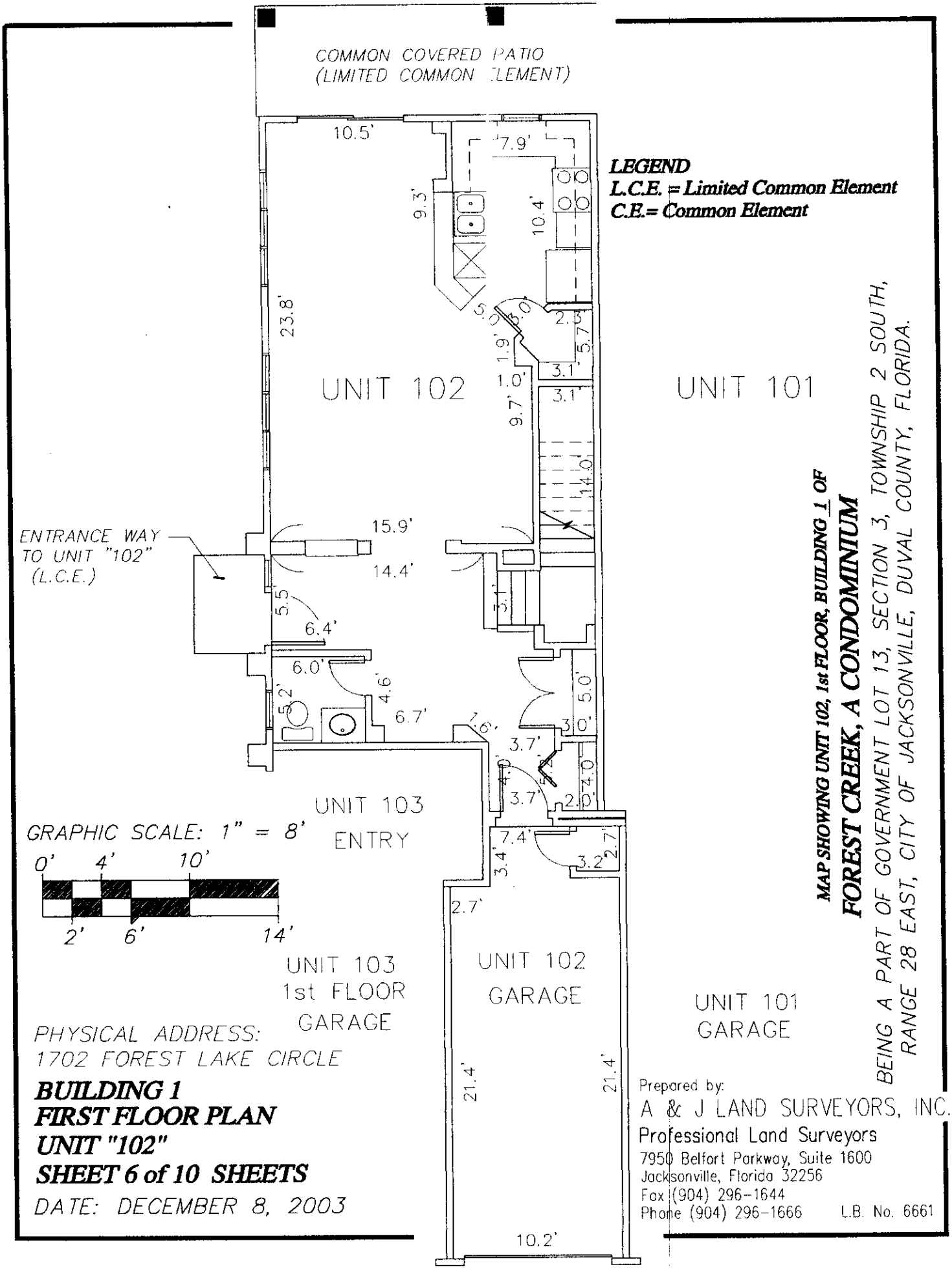
UNIT 102
2nd FLOOR

UNIT 103
2nd FLOOR

PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
SECOND FLOOR PLAN
UNIT "101"
SHEET 5 of 10 SHEETS

DATE: DECEMBER 8, 2003



LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

MAP SHOWING UNIT 102, 1st FLOOR, BUILDING 1 OF
FOREST CREEK, A CONDOMINIUM
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
FIRST FLOOR PLAN
UNIT "102"
SHEET 6 of 10 SHEETS
DATE: DECEMBER 8, 2003

Prepared by:
A & J LAND SURVEYORS, INC.
Professional Land Surveyors
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 L.B. No. 6661

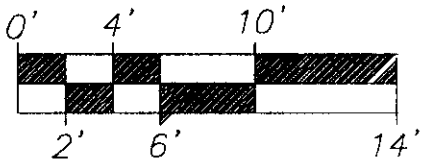
MAP SHOWING UNIT 102, 2nd FLOOR, BUILDING 1 OF

FOREST CREEK, A CONDOMINIUM

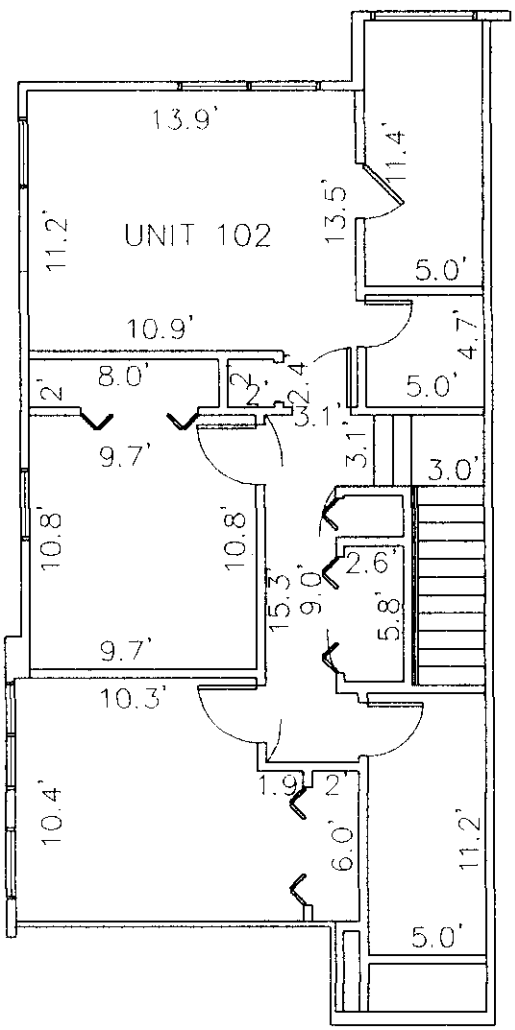
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Book 11529 Page 2198

GRAPHIC SCALE: 1" = 8'



LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element



UNIT 101
2nd FLOOR

UNIT 103
2nd FLOOR

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Jacksonville, Florida 32256
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Phone (904) 296-1666 L.B. No. 6661

PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
SECOND FLOOR PLAN
UNIT "102"
SHEET 7 of 10 SHEETS

DATE: DECEMBER 8, 2003

MAP SHOWING UNIT 103, 1st FLOOR, BUILDING 1 OF

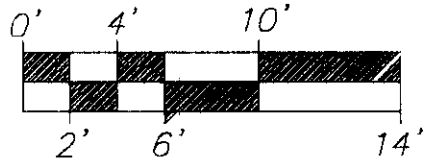
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Book 11529 Page 2199

LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

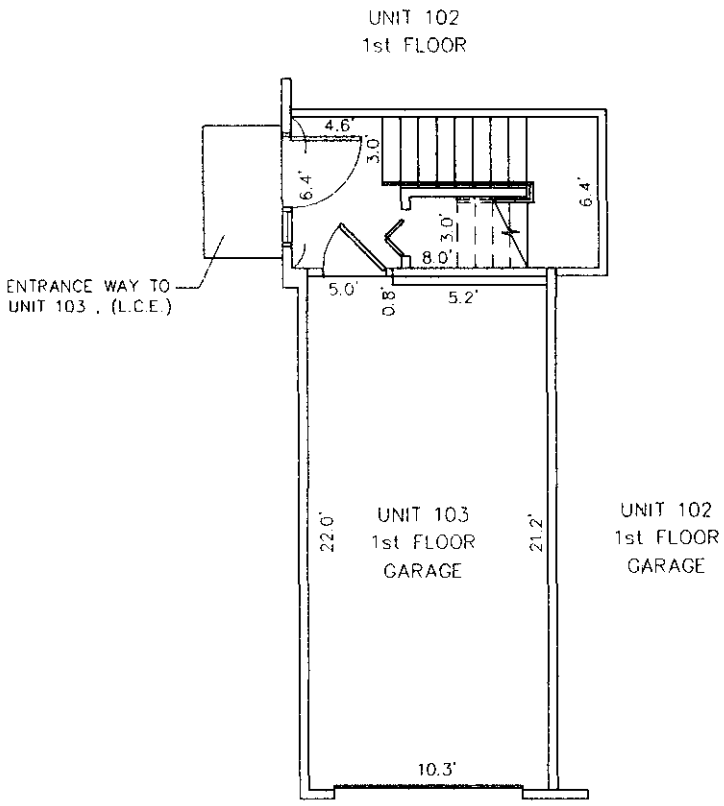
GRAPHIC SCALE: 1" = 8'



PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
FIRST FLOOR PLAN
UNIT "103"
SHEET 8 of 10 SHEETS

DATE: DECEMBER 8, 2003



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7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
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Phone (904) 296-1666 L.B. No. 6661

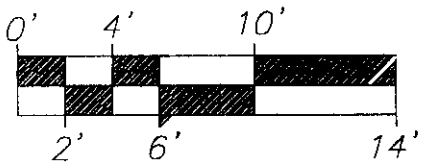
MAP SHOWING UNIT 103, 2nd FLOOR, BUILDING 1 OF

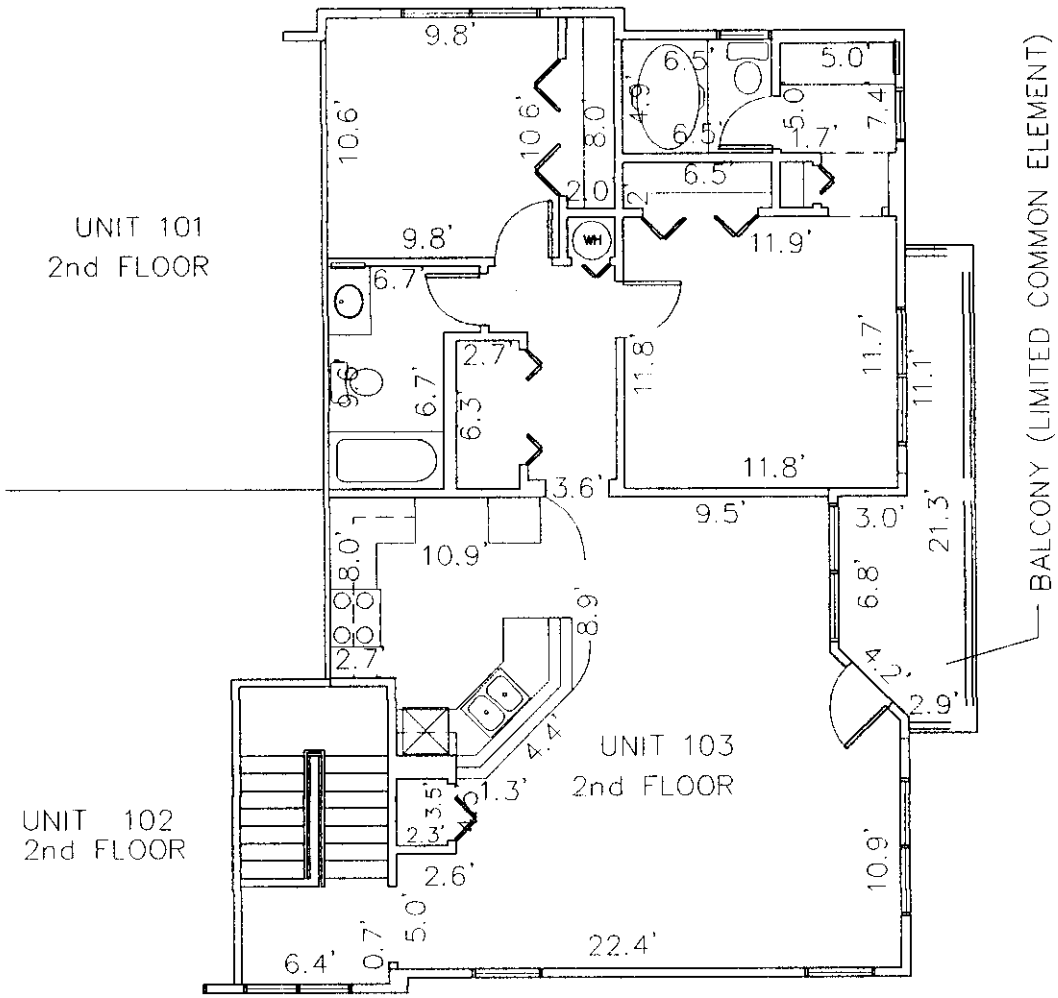
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

GRAPHIC SCALE: 1" = 8'





PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

BUILDING 1
SECOND FLOOR PLAN
UNIT "103"
SHEET 9 of 10 SHEETS
DATE: DECEMBER 8, 2003

Prepared by:
A & J LAND SURVEYORS, INC.
Professional Land Surveyors
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 L.B. No. 6661

Book 11529 Page 2266



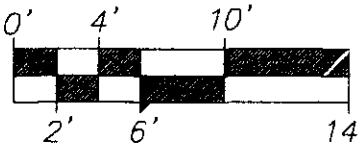
PHYSICAL ADDRESS:
1702 FOREST LAKE CIRCLE

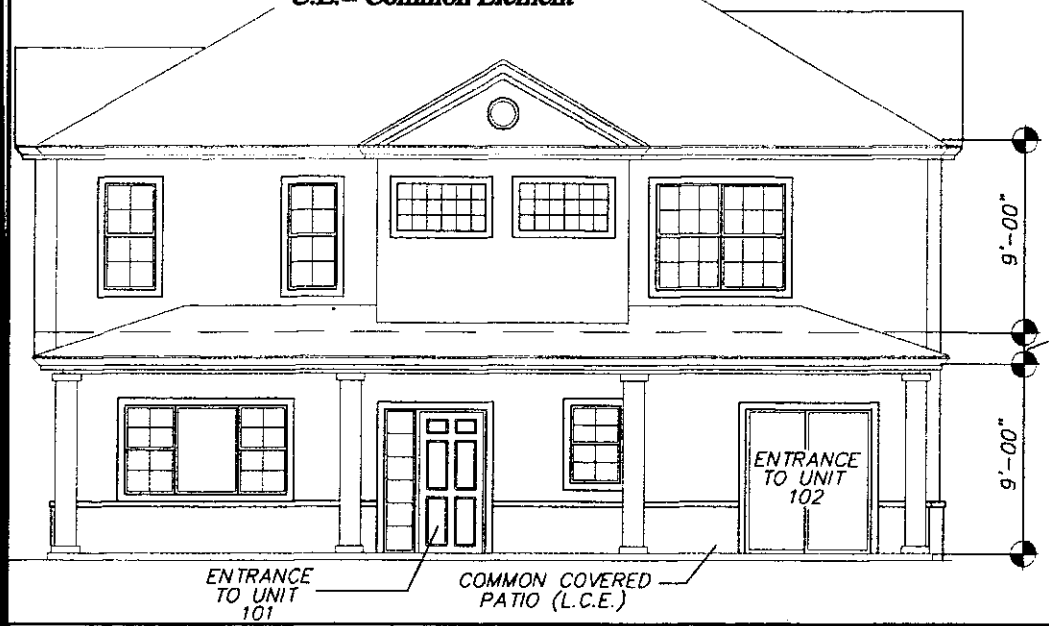
SCALE: 1" = 8'
DATE: DECEMBER 8, 2003

LEGEND
L.C.E. = Limited Common Element
C.E.= Common Element

BUILDING 1
LEFT & REAR ELEVATIONS
SHEET 10 of 10 SHEETS

GRAPHIC SCALE: 1" = 8'





MAP SHOWING LEFT AND REAR ELEVATION OF BUILDING 1 OF
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Prepared by:
A & J LAND SURVEYORS, INC.
Professional Land Surveyors
7950 Belfort Parkway, Suite 1600
Jacksonville, Florida 32256
Fax (904) 296-1644
Phone (904) 296-1666 L.B. No. 6661

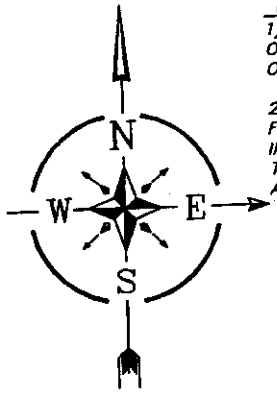
SITE PLAN OF

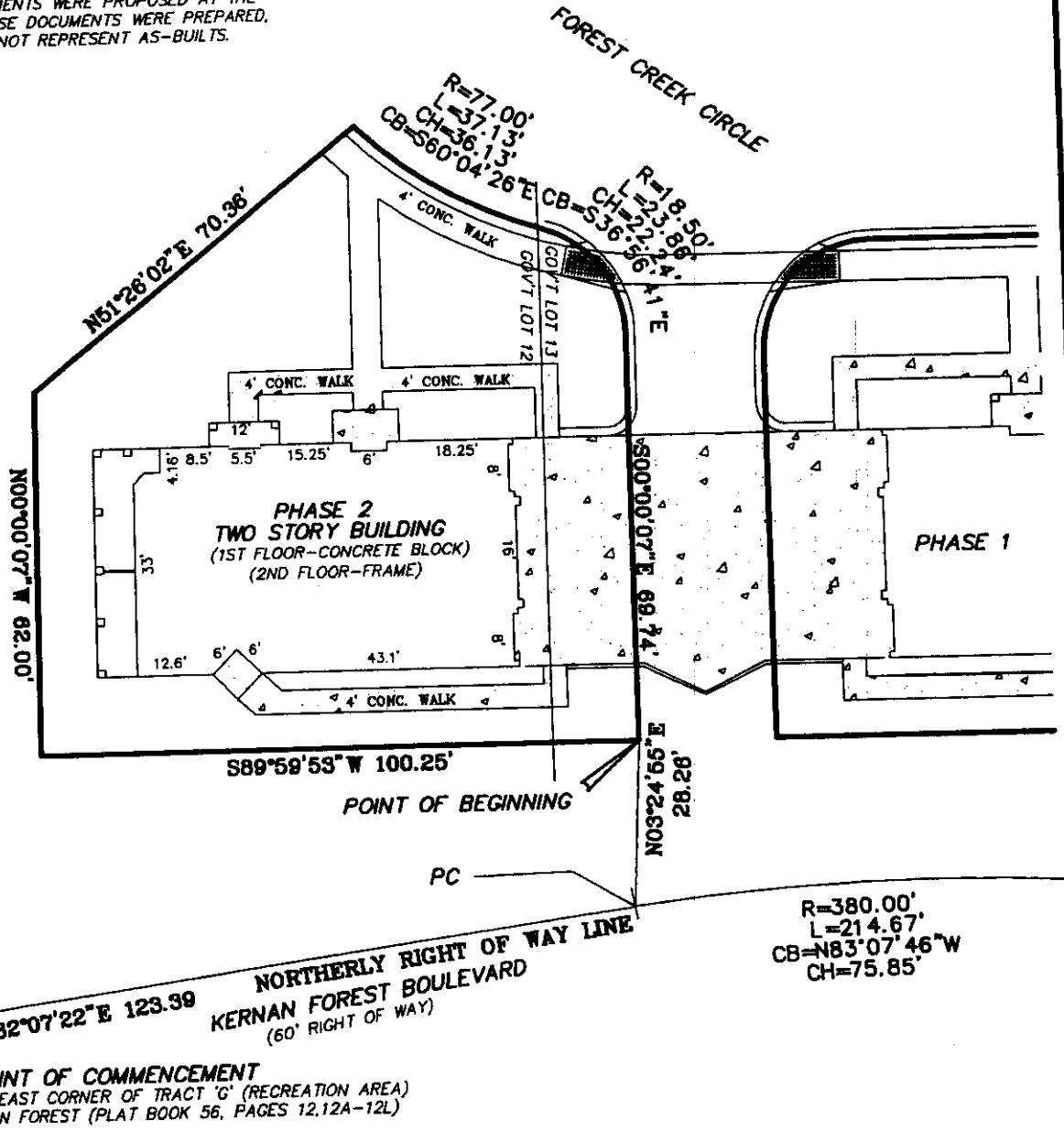
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOTS 12 & 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 2

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 2 AREA = 8751 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
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A & J Land Surveyors, Inc.
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Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 2
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOTS 12 AND 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

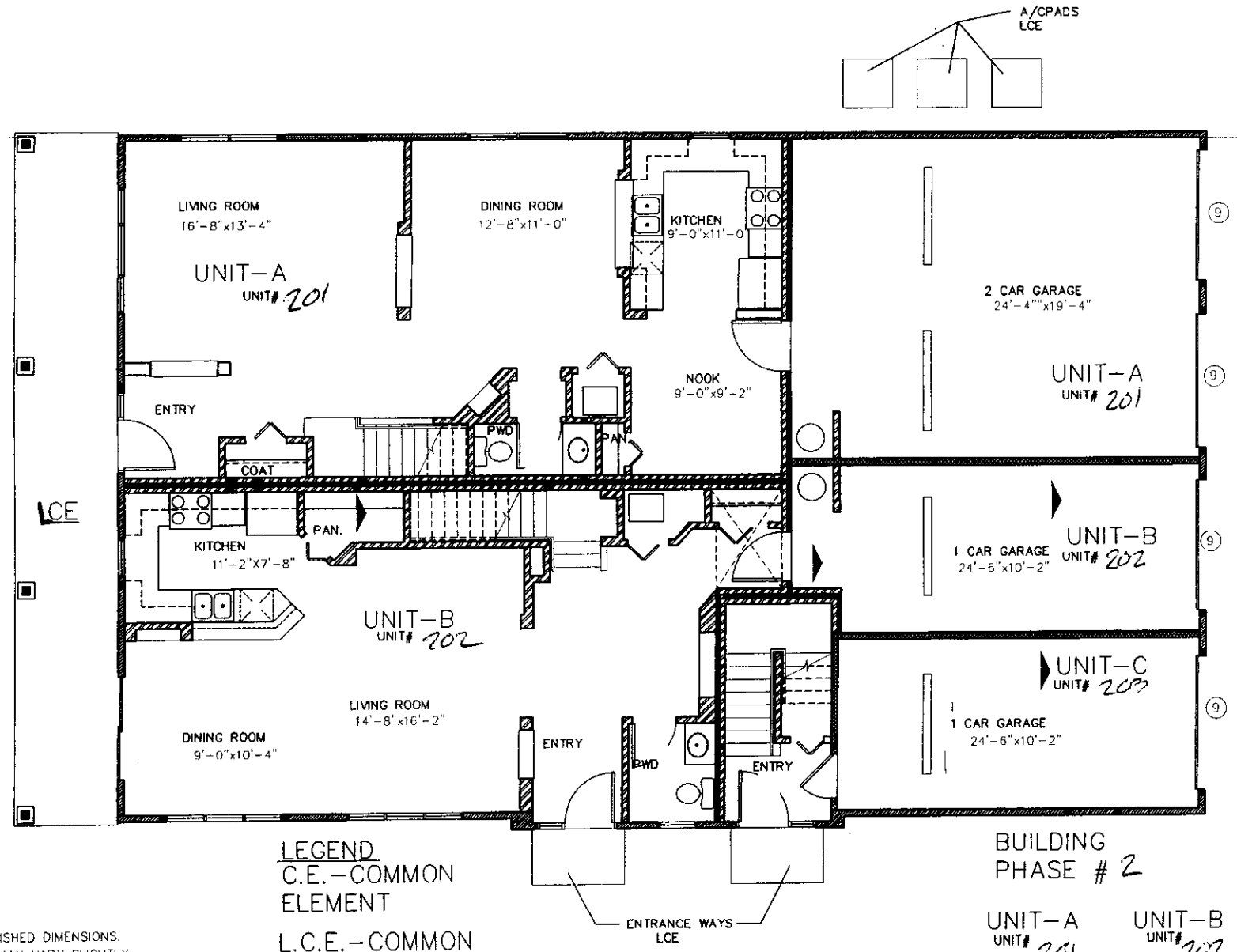
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS , RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 03°24'55" EAST, A DISTANCE OF 28.26 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 62.00 FEET, TO A POINT; RUN THENCE NORTH 51°26'02" EAST, A DISTANCE OF 70.36 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 77.00 FEET, AN ARC DISTANCE OF 37.13 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, CONTINUING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°04'26" EAST, 36.13 FEET, TO THE POINT OF SAID REVERSE CURVATURE; RUN THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 23.86 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°56'41" EAST, 22.24 FEET; RUN THENCE SOUTH 00°00'07" EAST, ALONG LAST SAID TANGENCY , A DISTANCE OF 69.74 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8,751 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

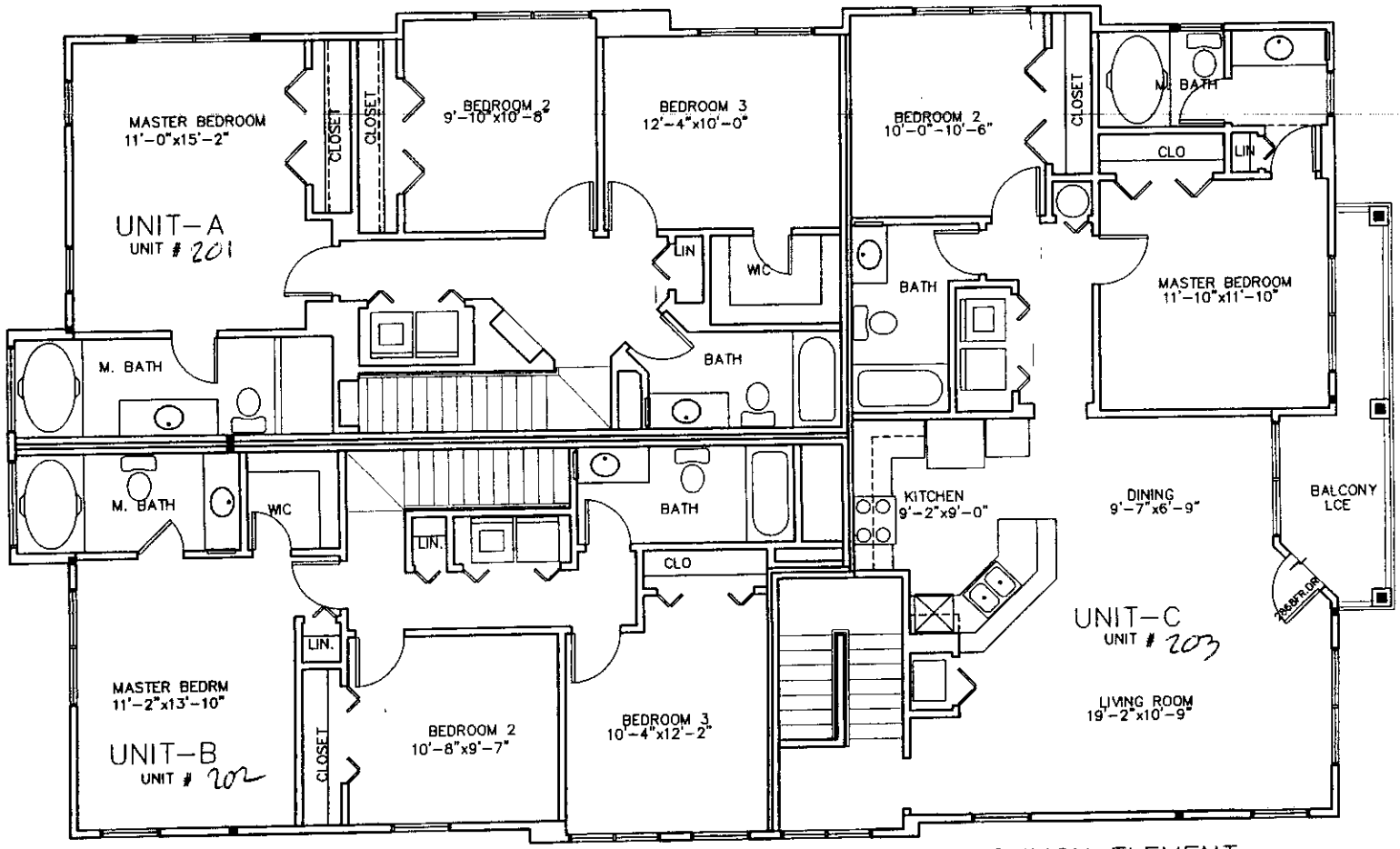
BUILDING PHASE # 2

UNIT–A UNIT# 201 UNIT–B UNIT# 202 UNIT–C UNIT# 203

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



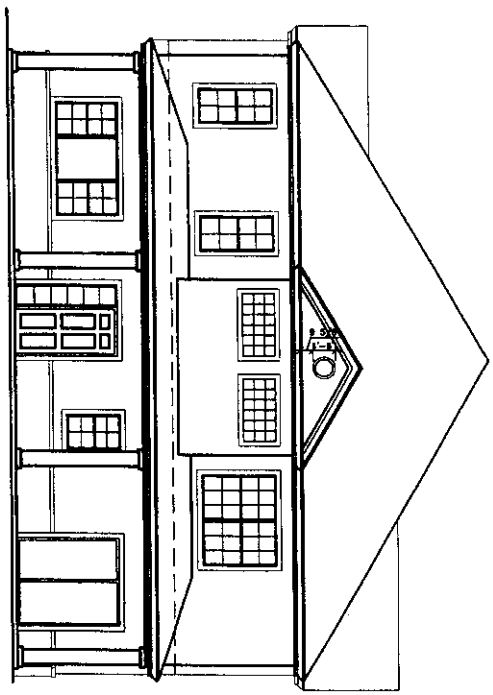
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #2

UNIT-A UNIT # 201 UNIT-B UNIT # 202 UNIT-C UNIT # 203

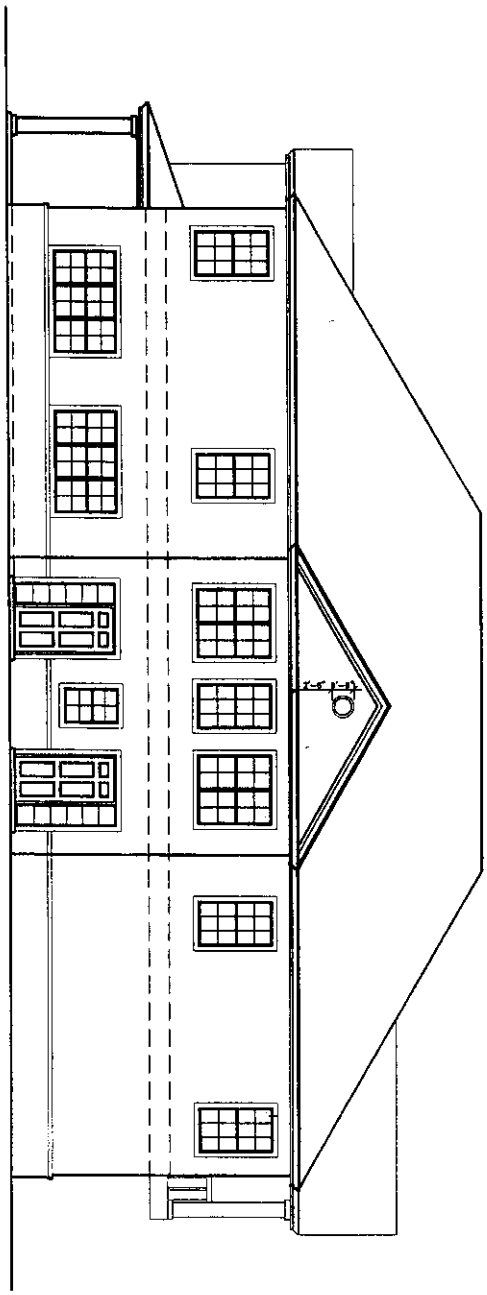
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

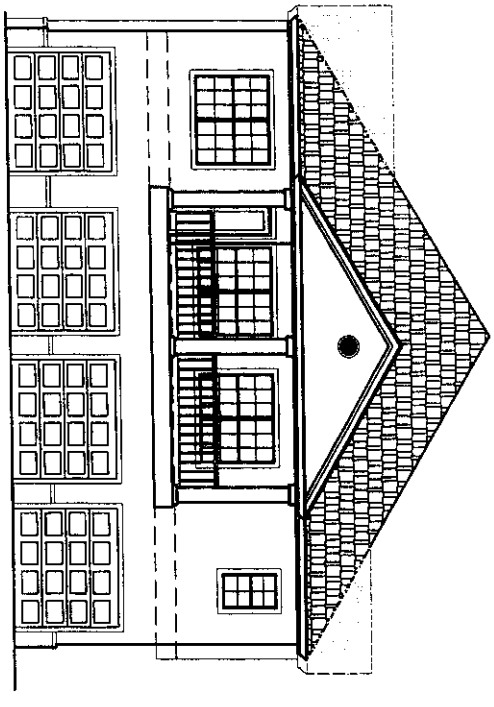
NOT TO SCALE



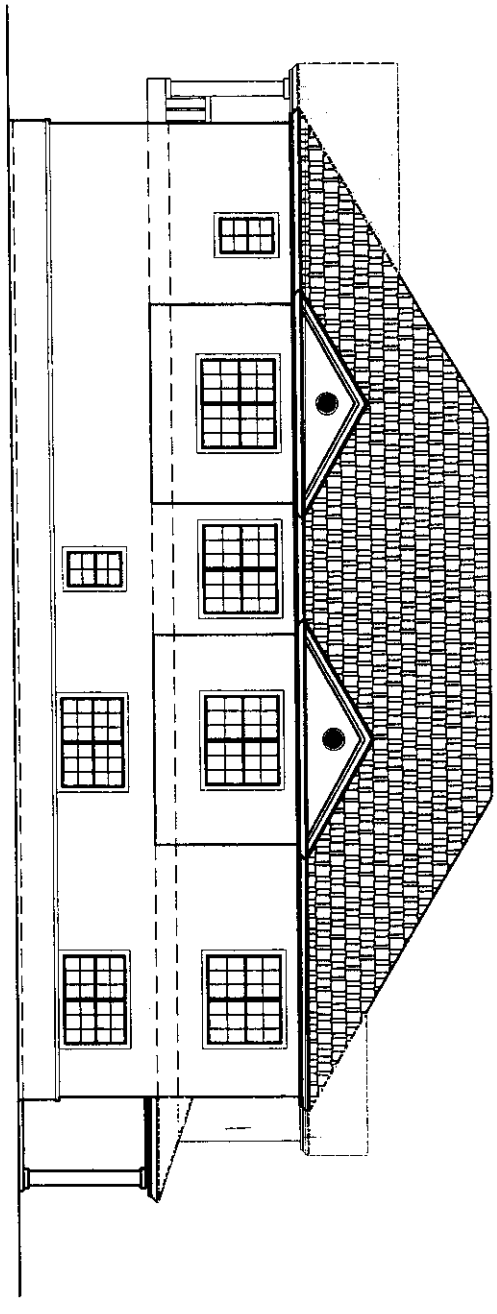
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-8888 FAX 904-730-8838



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9988 FAX 904-730-9635

SITE PLAN OF

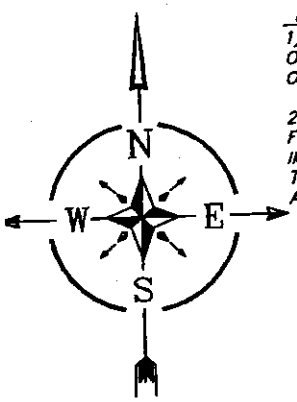
FOREST CREEK, A CONDOMINIUM

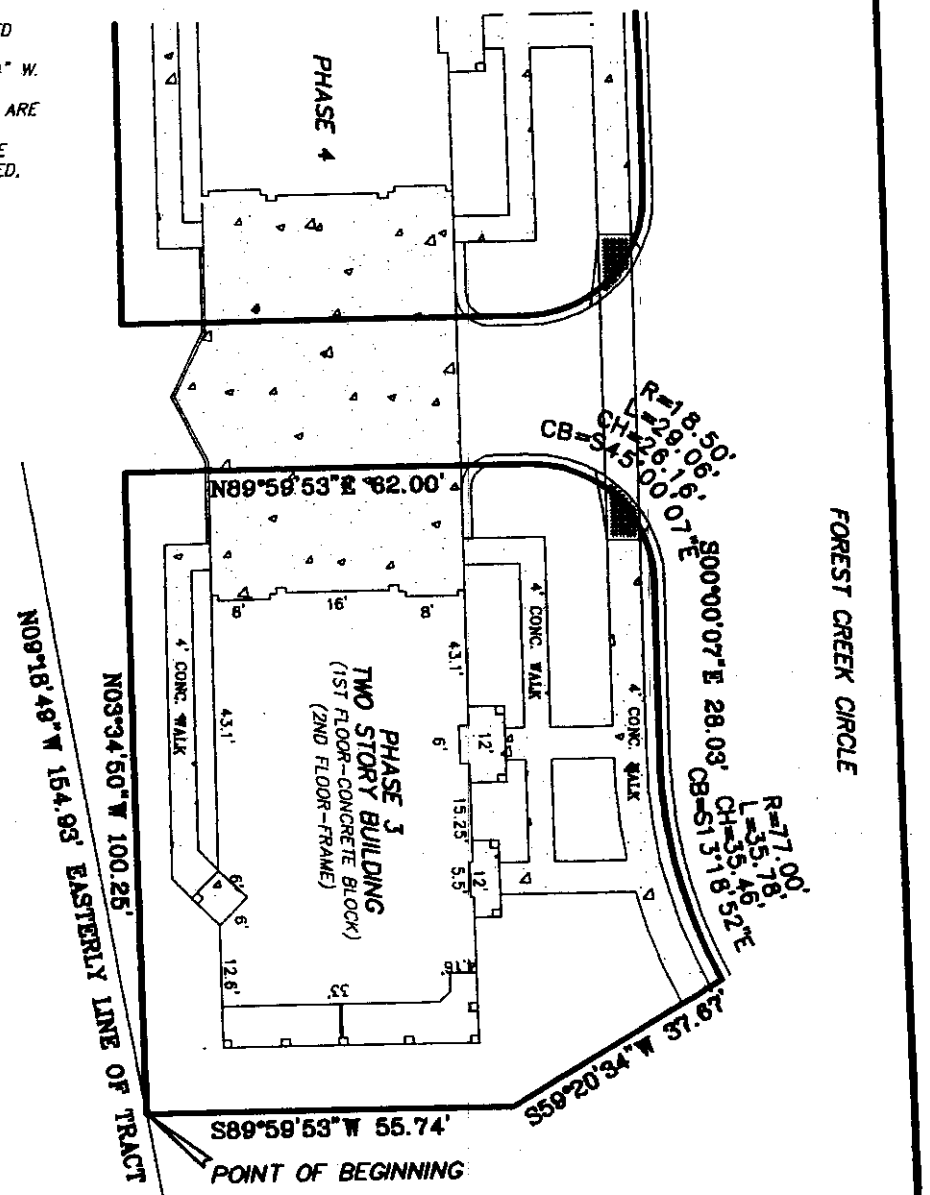
BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





N82°07'22"E 123.99' NORTHERLY RIGHT OF WAY LINE

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 3

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 3 AREA = 7933 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

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Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 3
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOTS 12 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

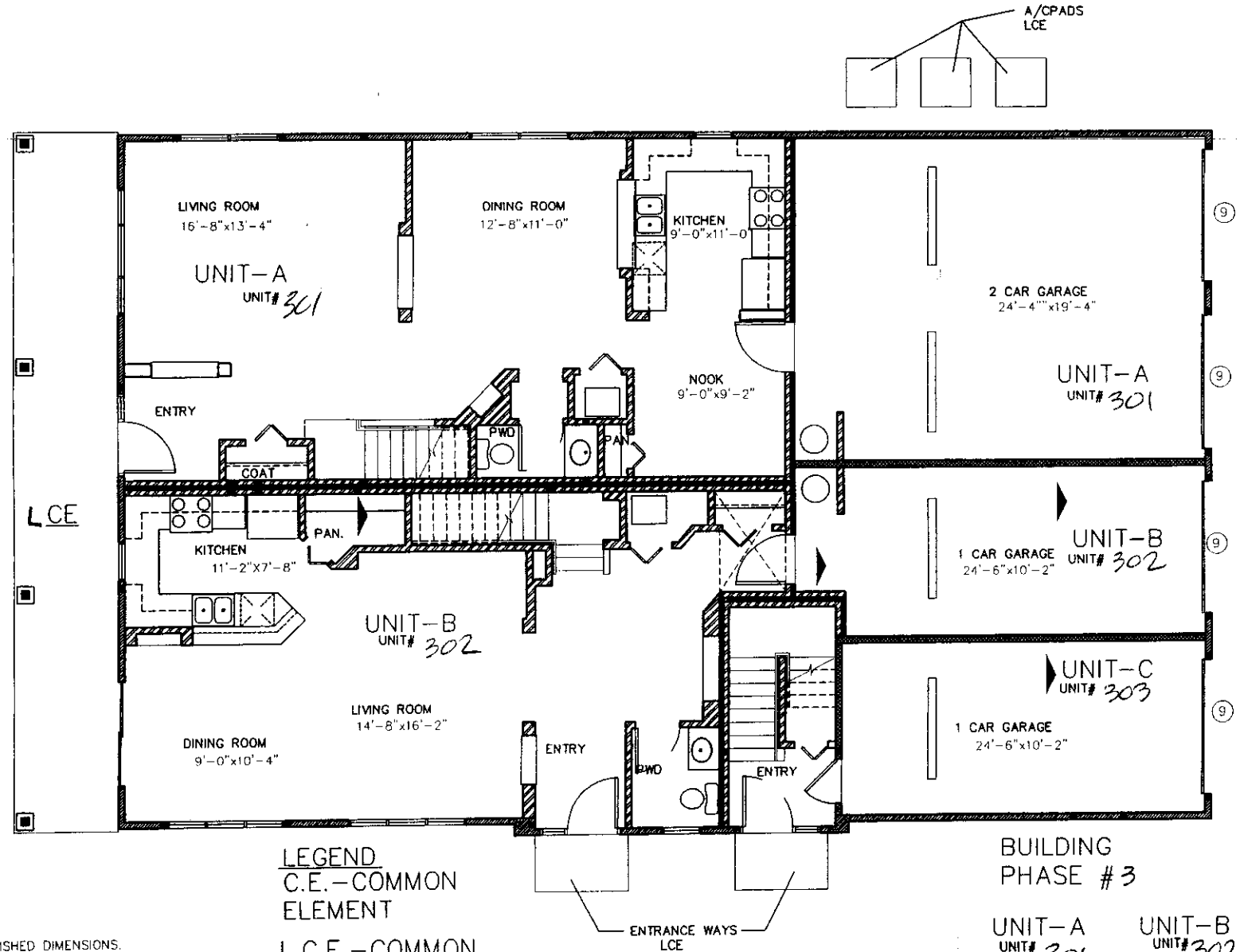
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 154.93 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 03°34'50" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 62.00 FEET, TO THE POINT OF CURVATURE, OF A ARC OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'07" EAST, 26.16 FEET; RUN THENCE SOUTH 00°00'07" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 28.03 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE SOUTHEASTERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 77.00 FEET, AN ARC DISTANCE OF 35.78 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°18'52" EAST, 35.46 FEET; RUN THENCE SOUTH 59°20'34"WEST, A DISTANCE OF 37.67 FEET, TO A POINT; RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 55.74 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7,933 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

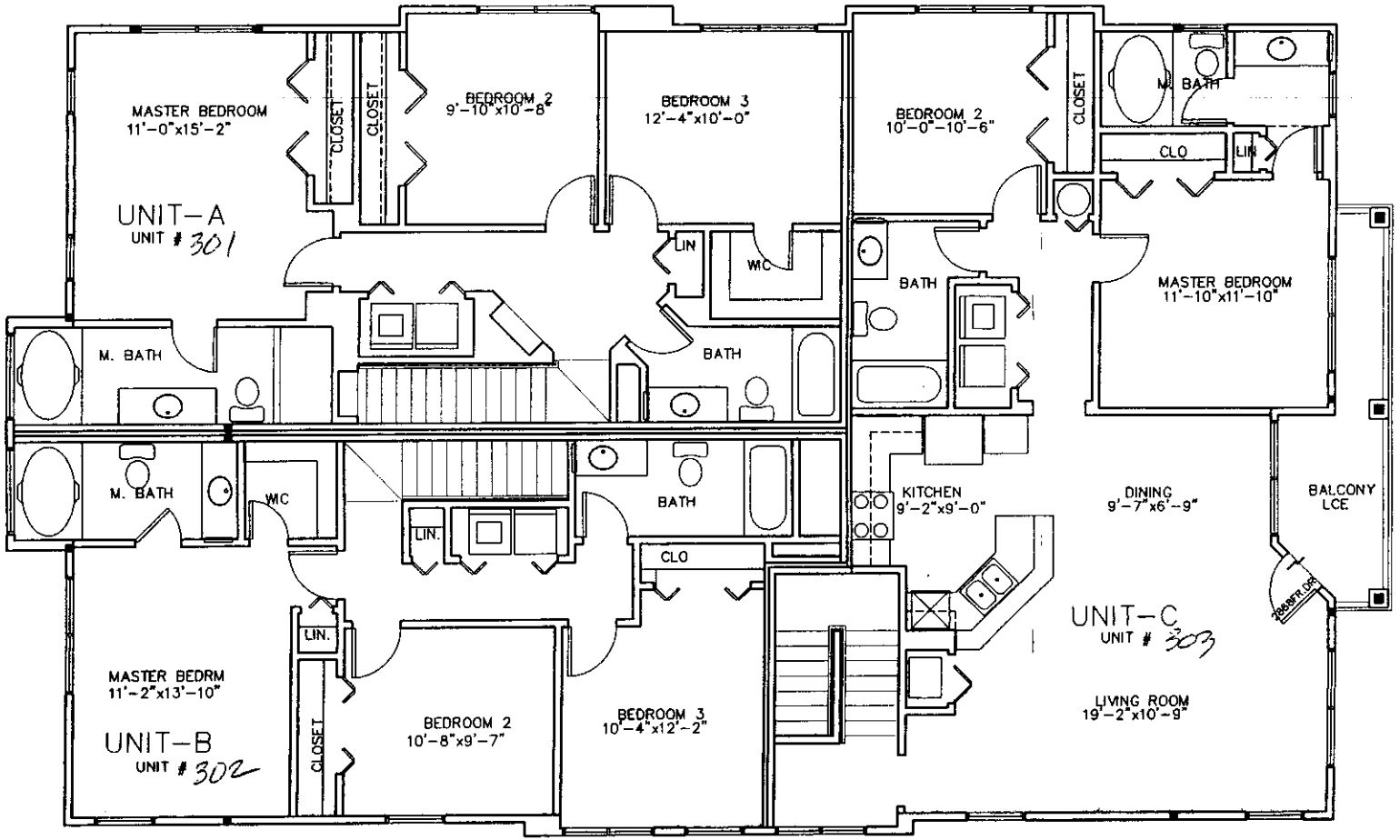
BUILDING PHASE #3

UNIT–A UNIT# 301 UNIT–B UNIT# 302 UNIT–C UNIT# 303

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



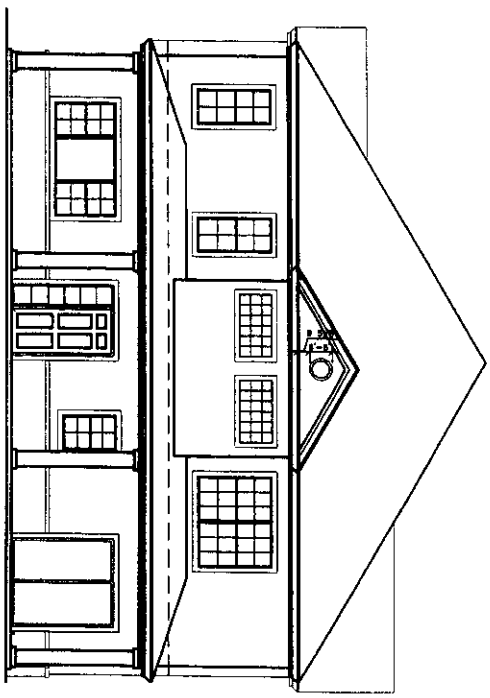
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 3

UNIT-A UNIT # 301 UNIT-B UNIT # 302 UNIT-C UNIT # 303

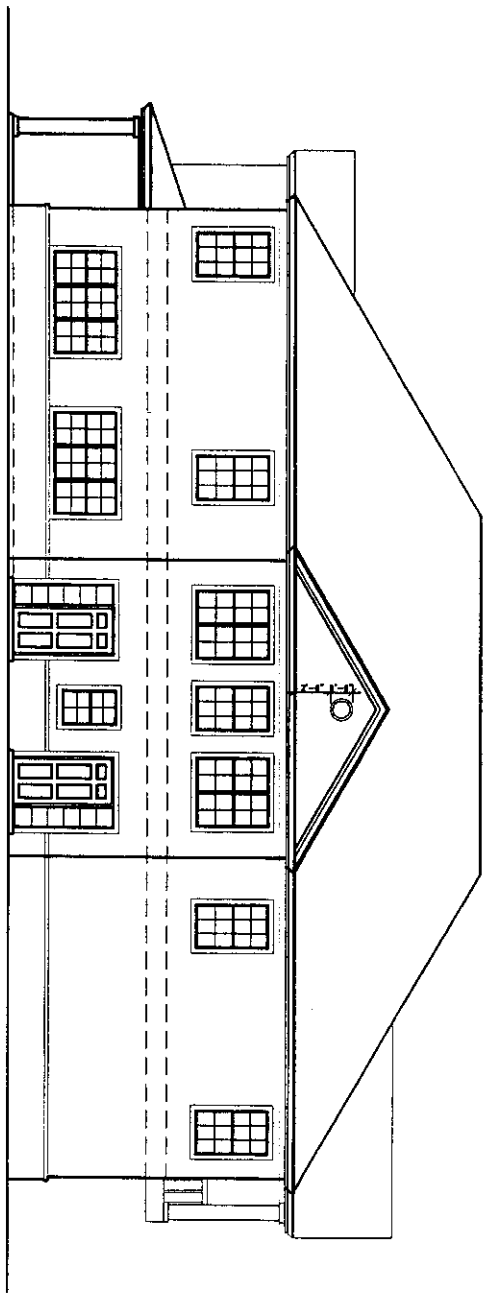
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

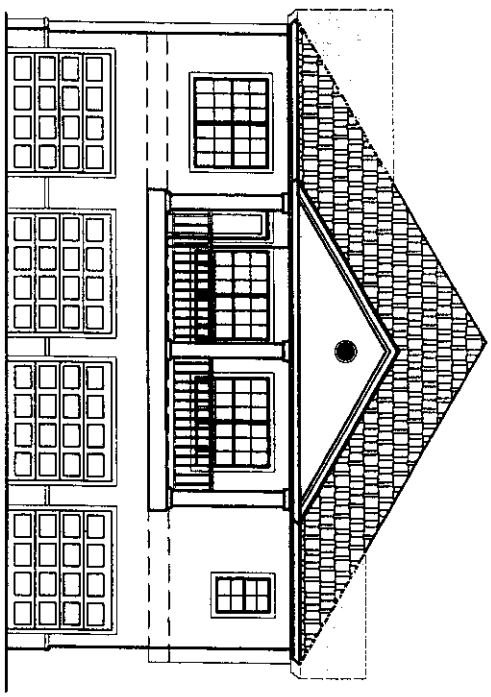
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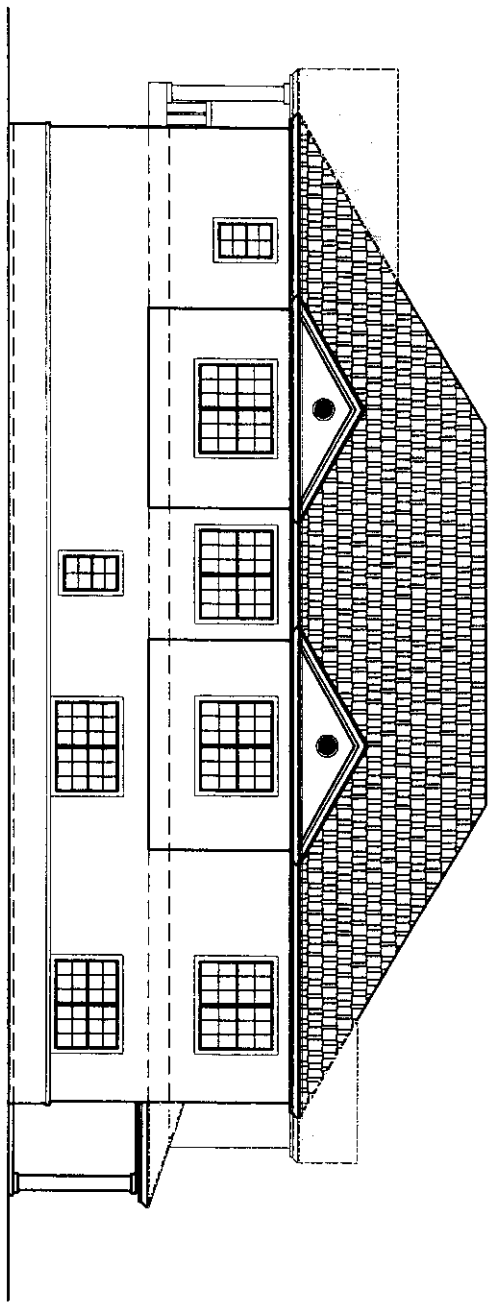
RIGHT ELEVATION

NOT TO SCALE

A3	ELEVATIONS	KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7900 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9908 FAX 904-739-8635



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9966 FAX 904-730-9635

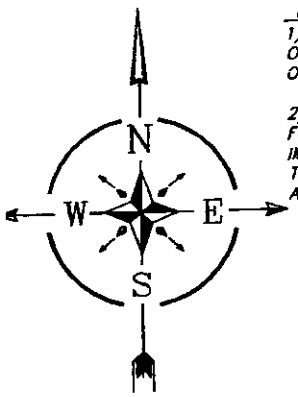
SITE PLAN OF

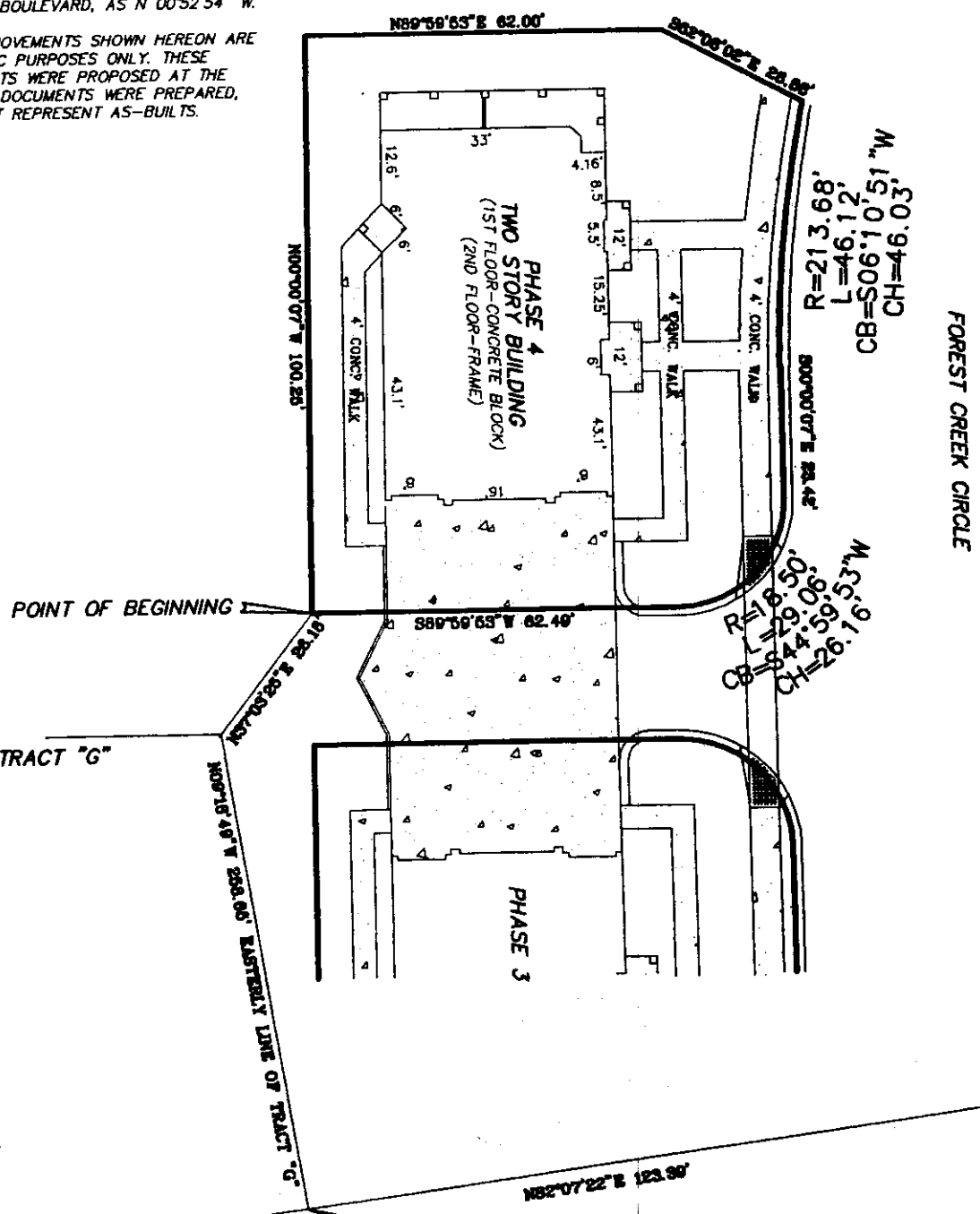
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 4

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 4 AREA = 5684 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 4
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

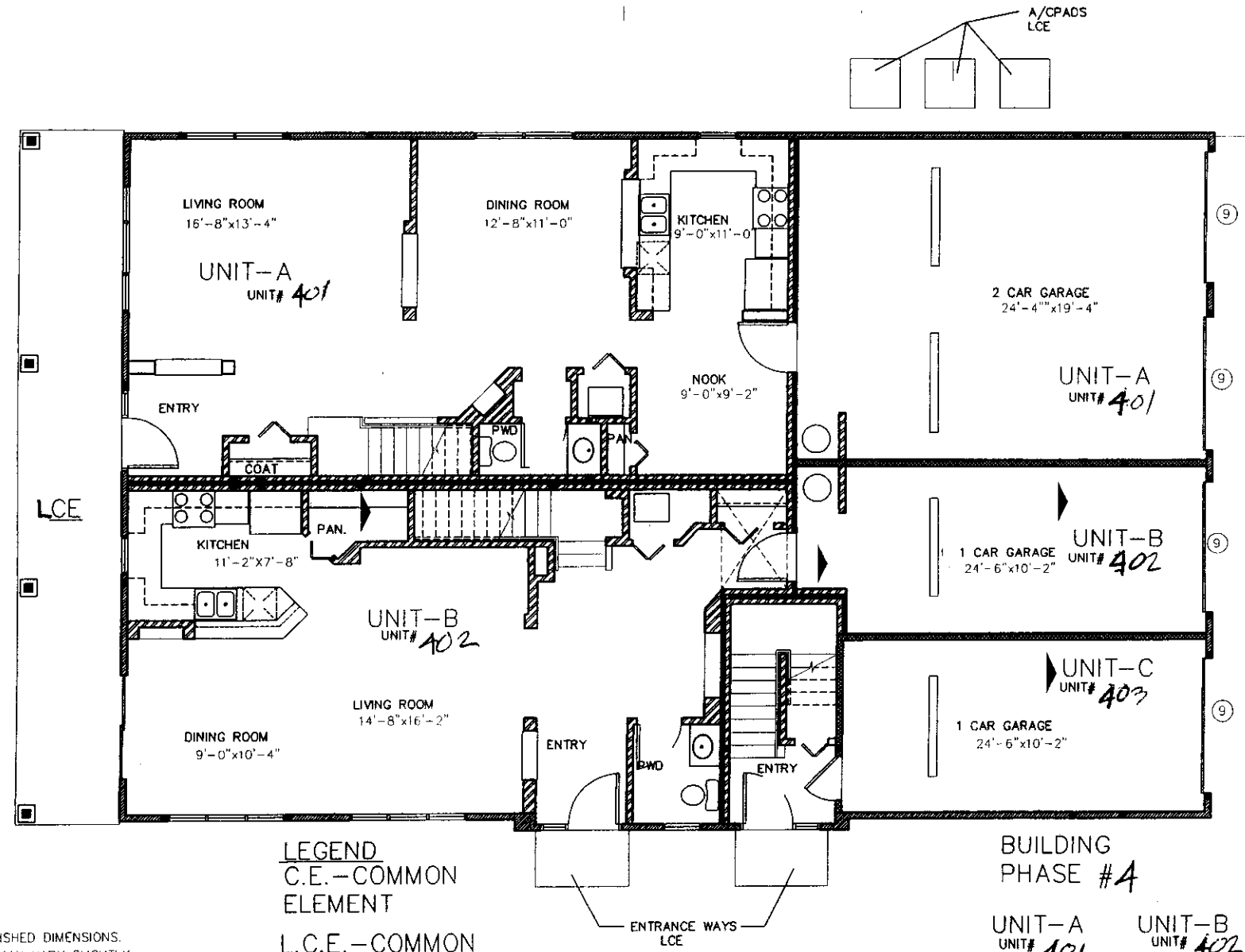
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 37°03'25" EAST, A DISTANCE OF 26.18 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 62.00 FEET, TO A POINT; RUN THENCE SOUTH 62°08'02" EAST, A DISTANCE OF 26.88 FEET, TO THE POINT OF CURVATURE, OF A ARC OF A CURVE LEADING SOUTHERLY; RUN THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 213.68 FEET, AN ARC DISTANCE OF 46.12 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°10'51" WEST, 46.03 FEET; RUN THENCE SOUTH 00°00'07" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 23.42 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°59'53" WEST, 26.16 FEET; RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 62.49 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 5684 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

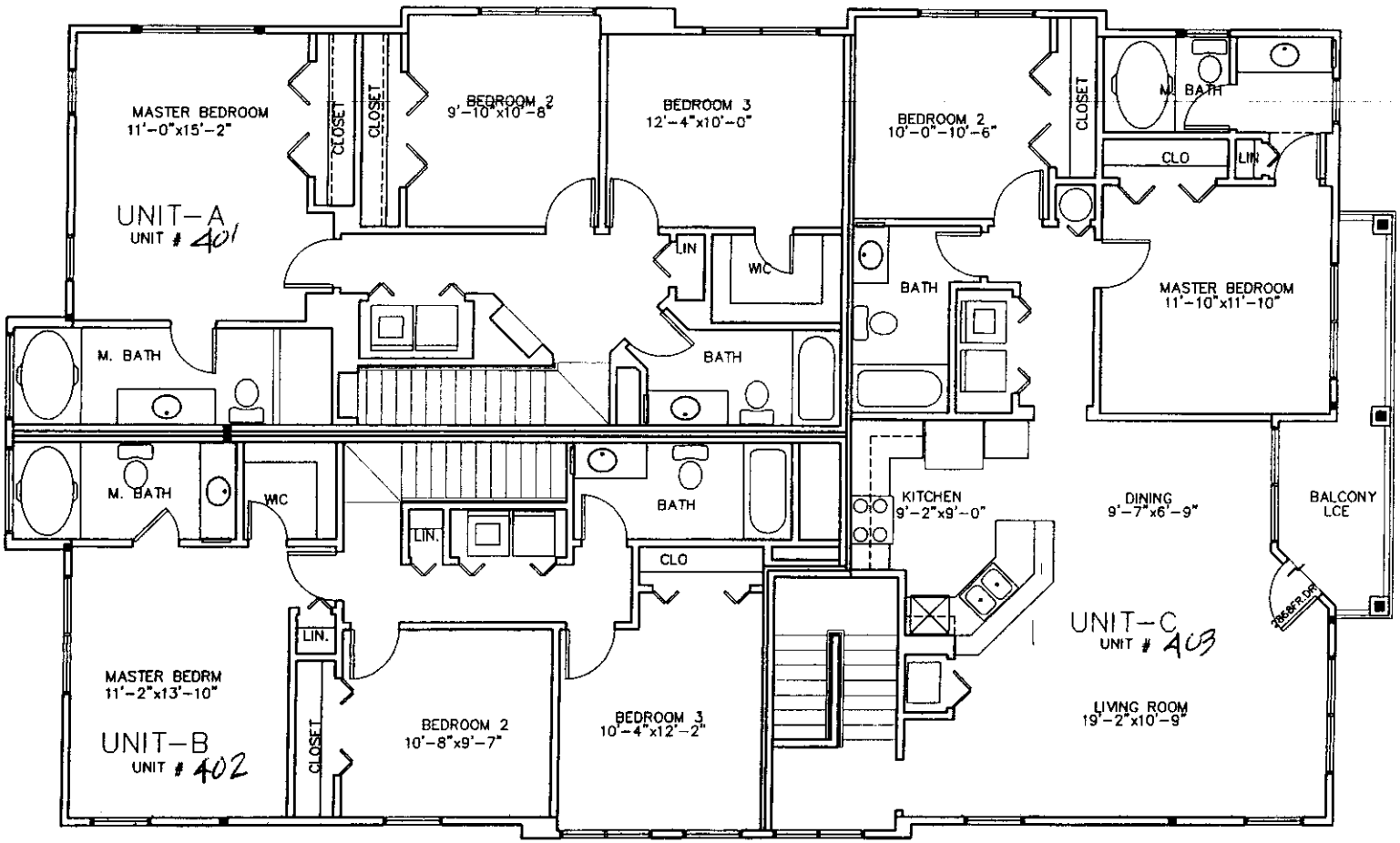
BUILDING PHASE #4

UNIT–A UNIT# 401 UNIT–B UNIT# 402 UNIT–C UNIT# 403

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



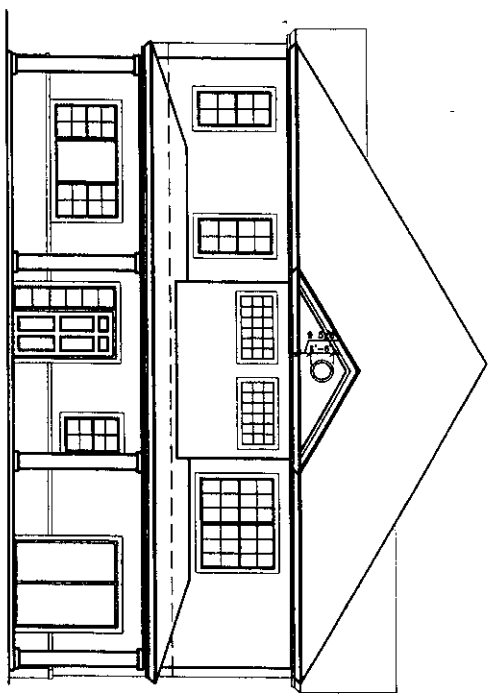
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #4

UNIT-A UNIT # 401 UNIT-B UNIT # 402 UNIT-C UNIT # 403

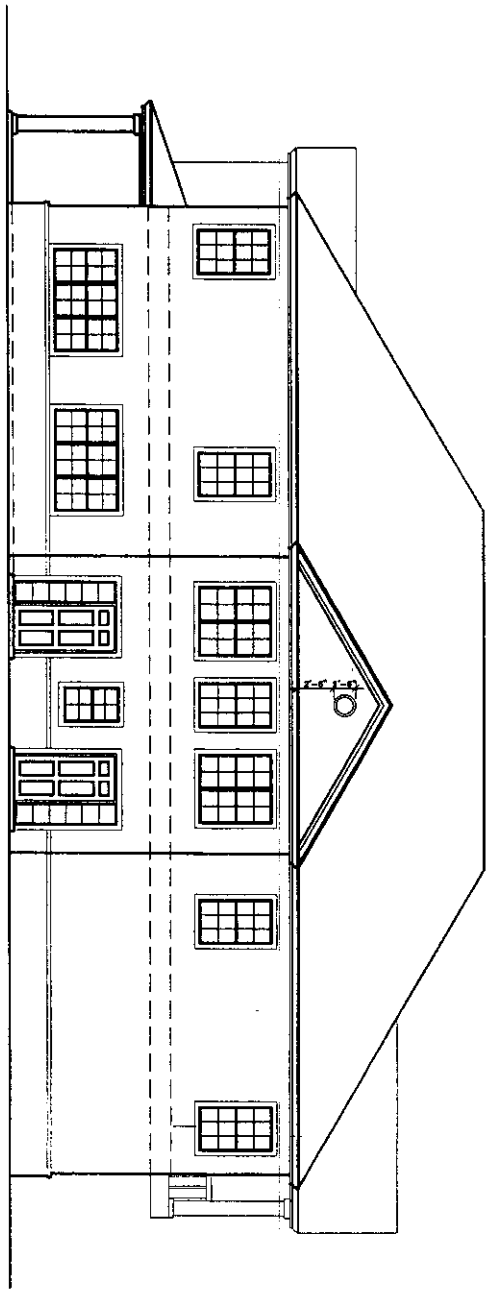
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

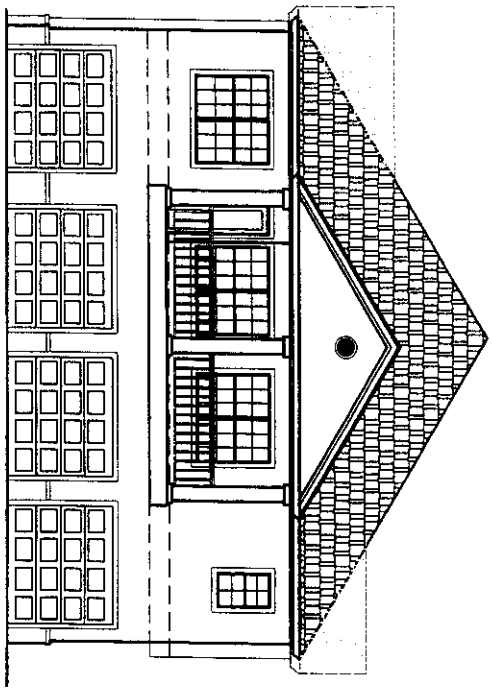
NOT TO SCALE



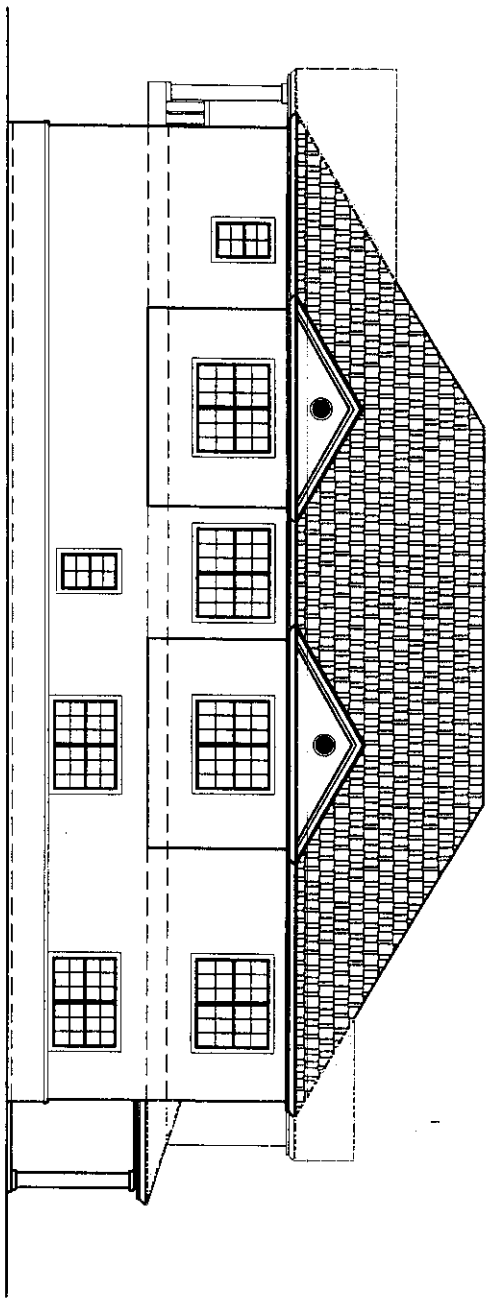
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST, A CONDOMINIUM, JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9998 FAX 904-739-9636



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9888 FAX 904-739-8635

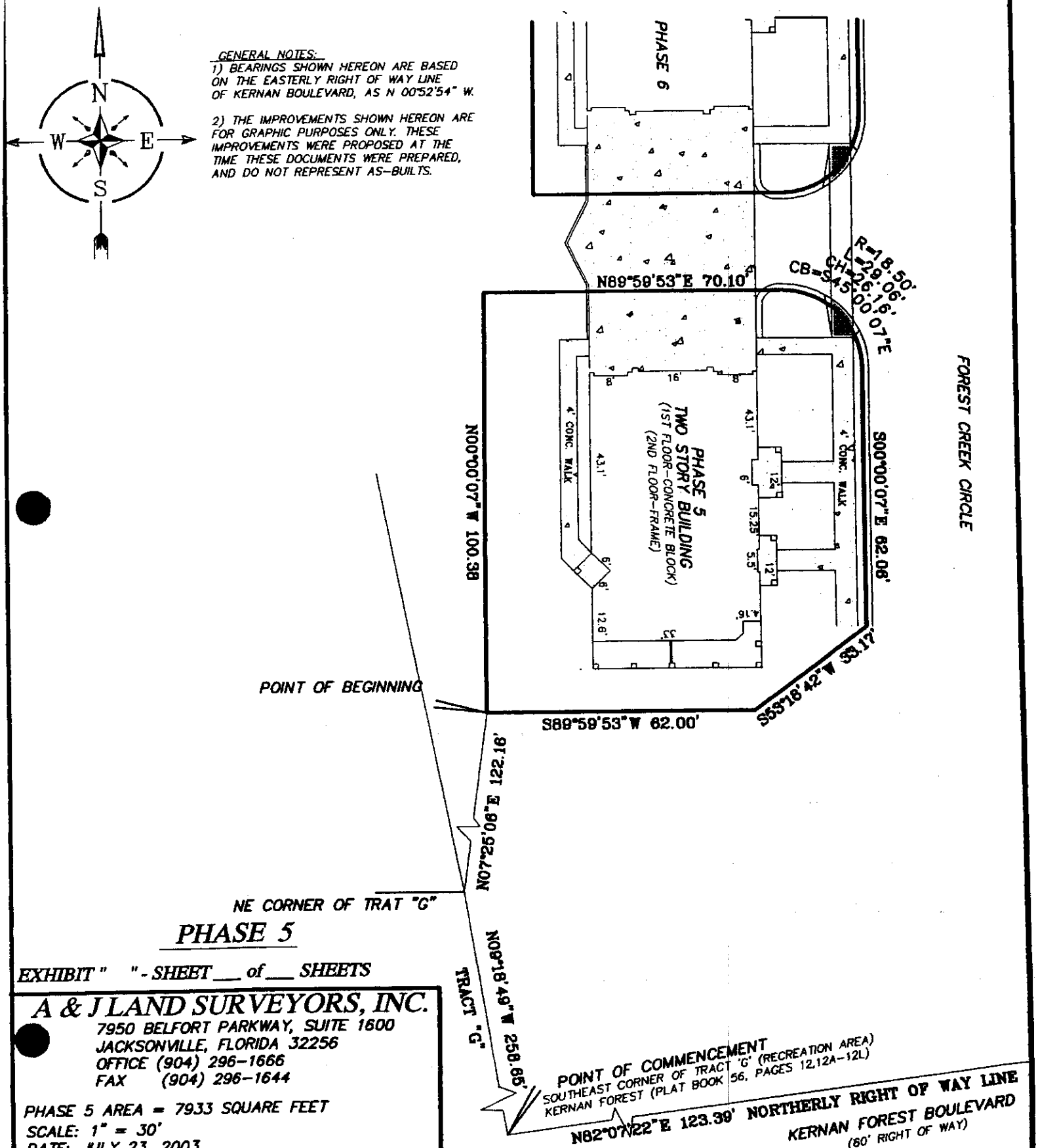
SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 5

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 5 AREA = 7933 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 5
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

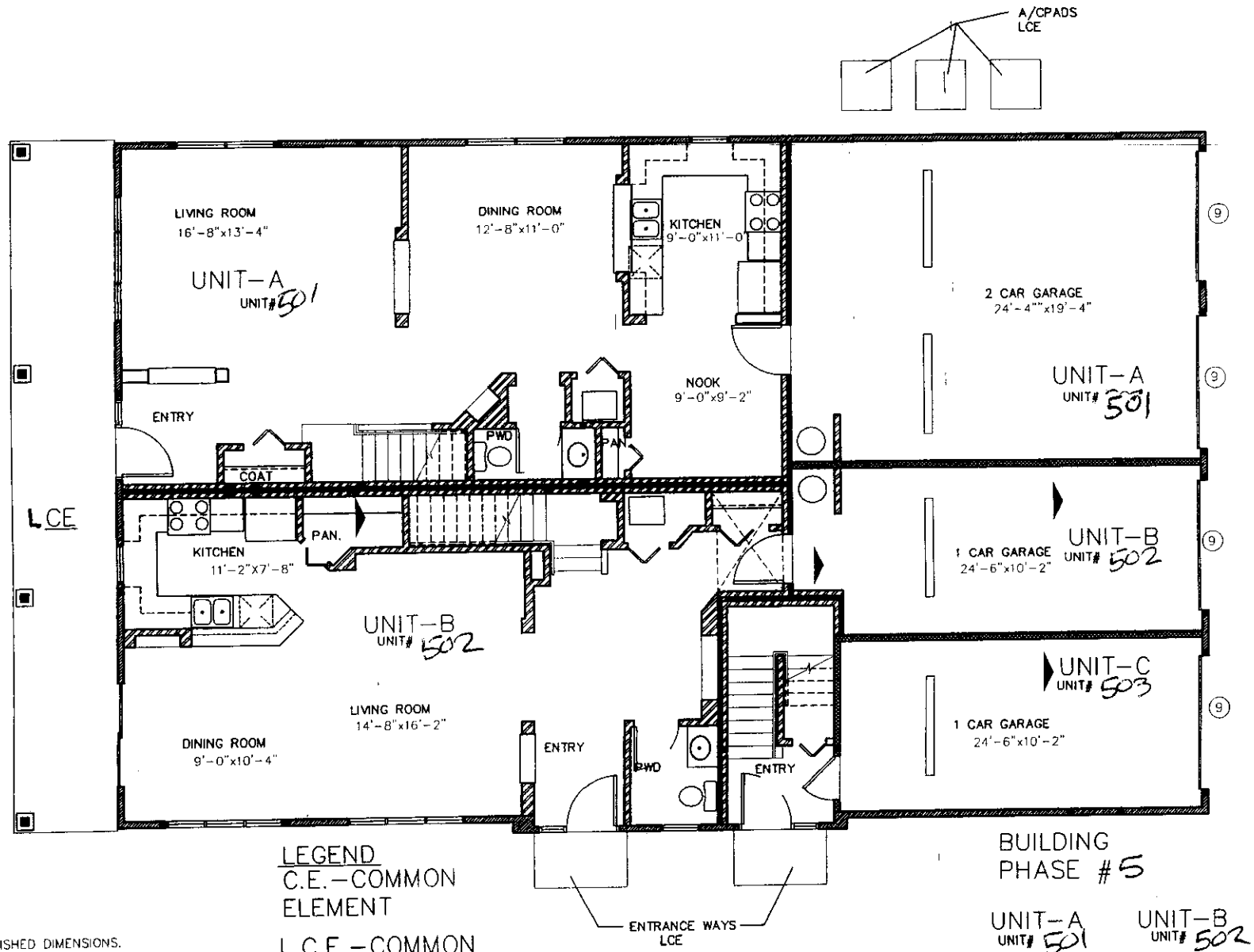
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 07°25'06" EAST, A DISTANCE OF 122.16 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 100.38 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 70.10 FEET, TO THE POINT OF CURVATURE, OF A ARC OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°00'07" EAST, 26.16 FEET; RUN THENCE SOUTH 00°00'07" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 62.06 FEET, RUN THENCE SOUTH 53°18'42" WEST, A DISTANCE OF 33.17 FEET, TO A POINT; RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 62.00 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7933 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

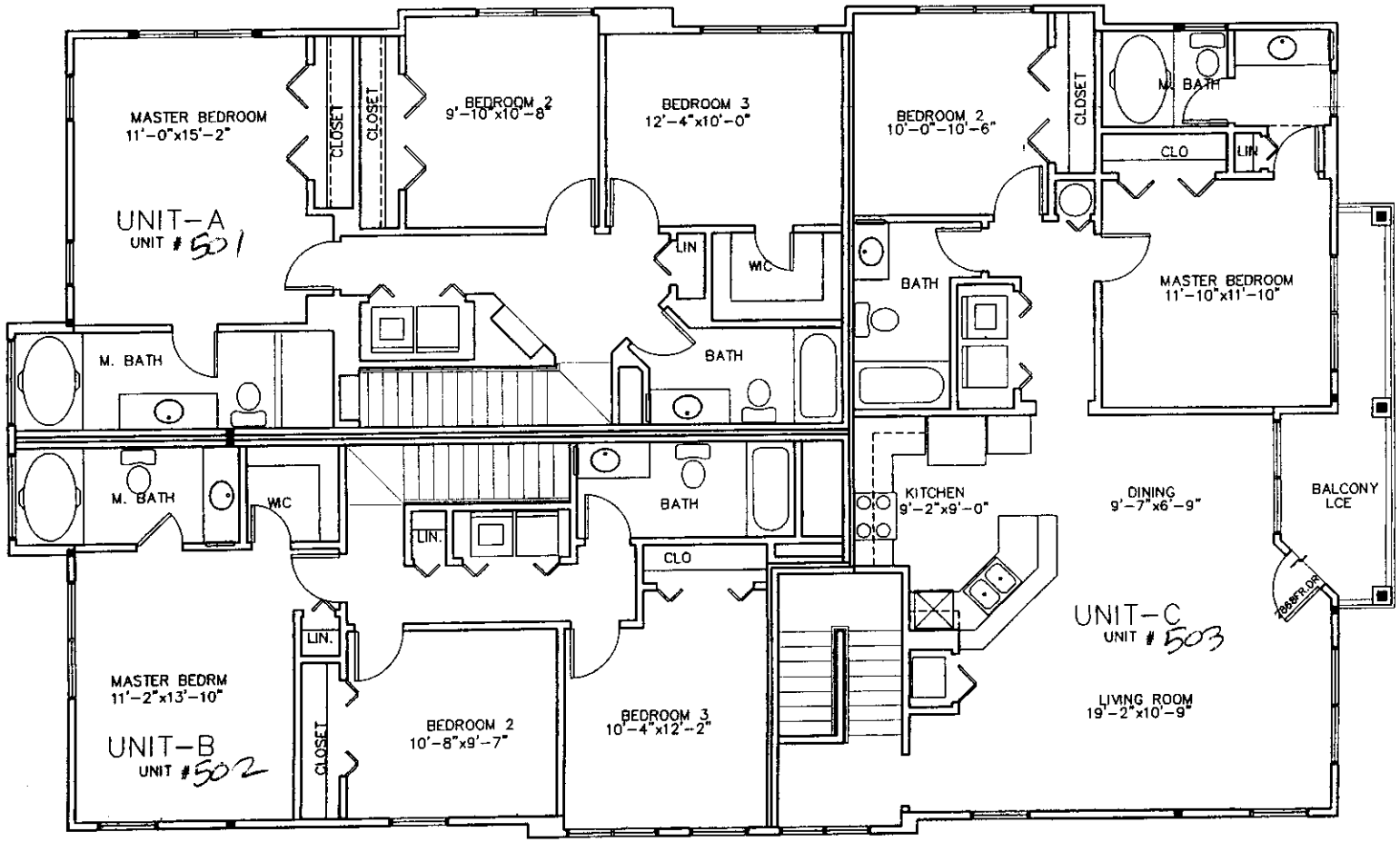
BUILDING PHASE #5

UNIT-A UNIT# 501 UNIT-B UNIT# 502 UNIT-C UNIT# 503

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



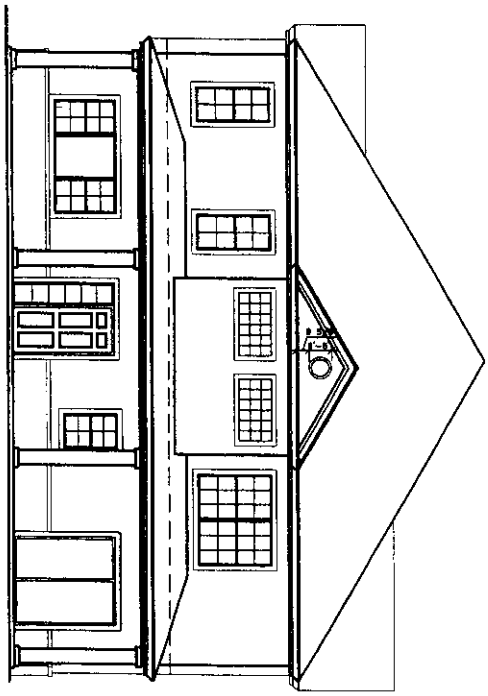
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #5

UNIT-A UNIT # 501 UNIT-B UNIT # 502 UNIT-C UNIT # 503

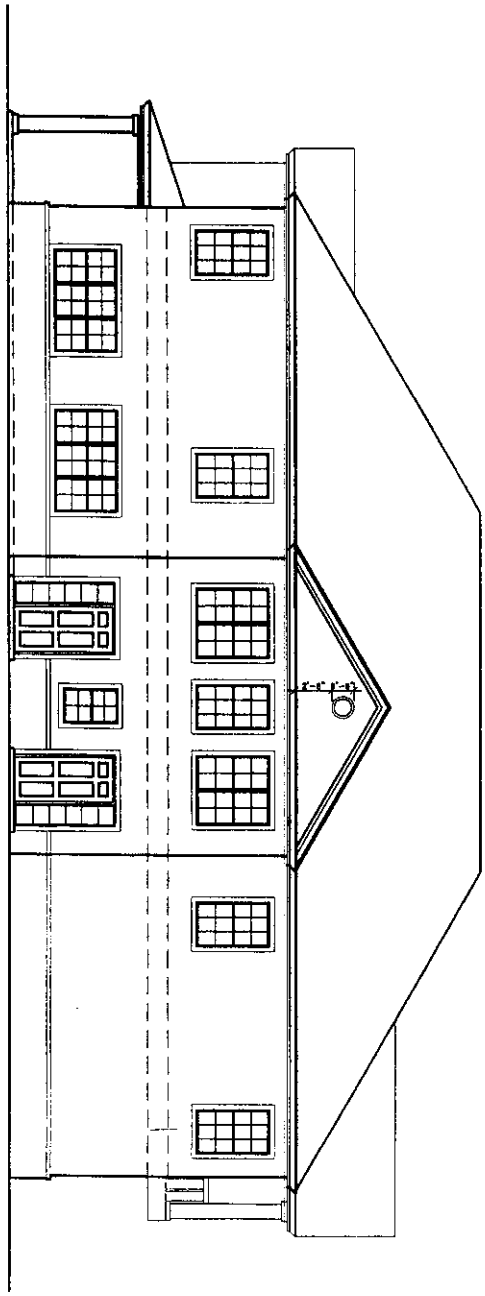
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

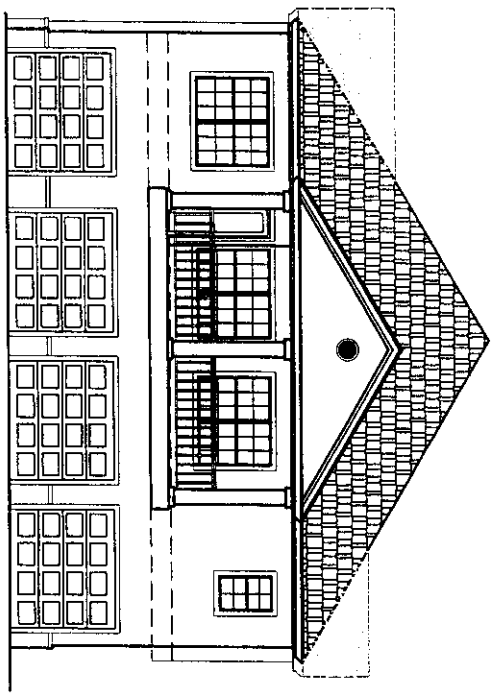
NOT TO SCALE



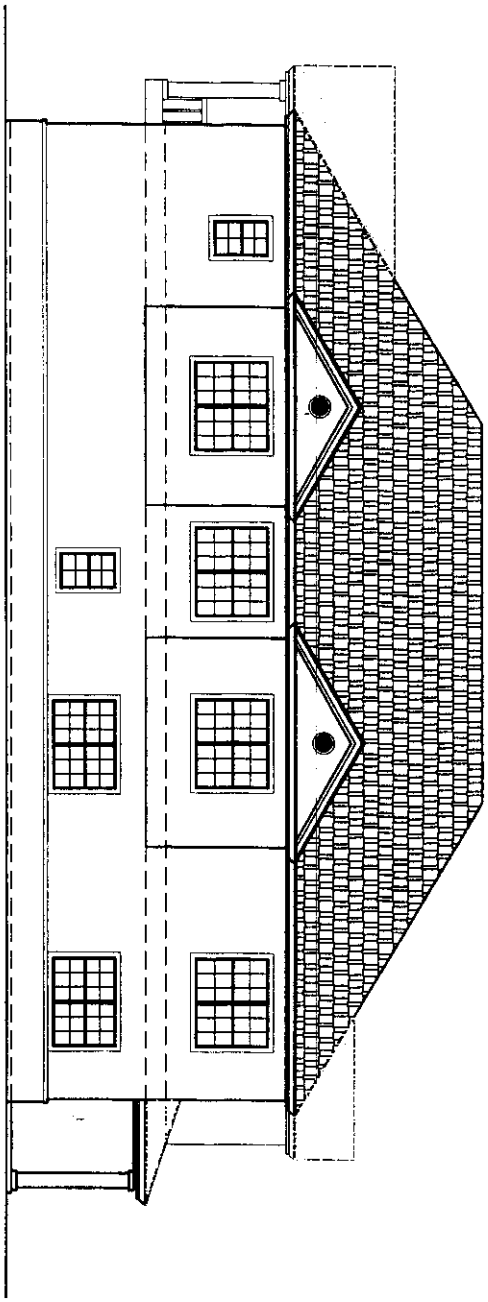
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9988 FAX 904-730-8638



REAR ELEVATION



LEFT ELEVATION

A4	ELEVATIONS	FOREST CREEK A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7900 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9666 FAX 904-730-8535

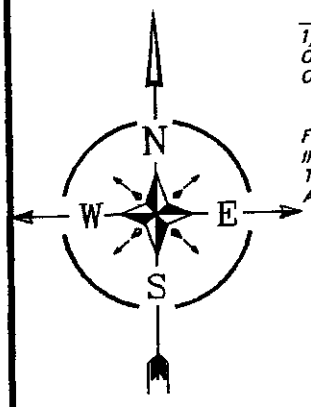
SITE PLAN OF

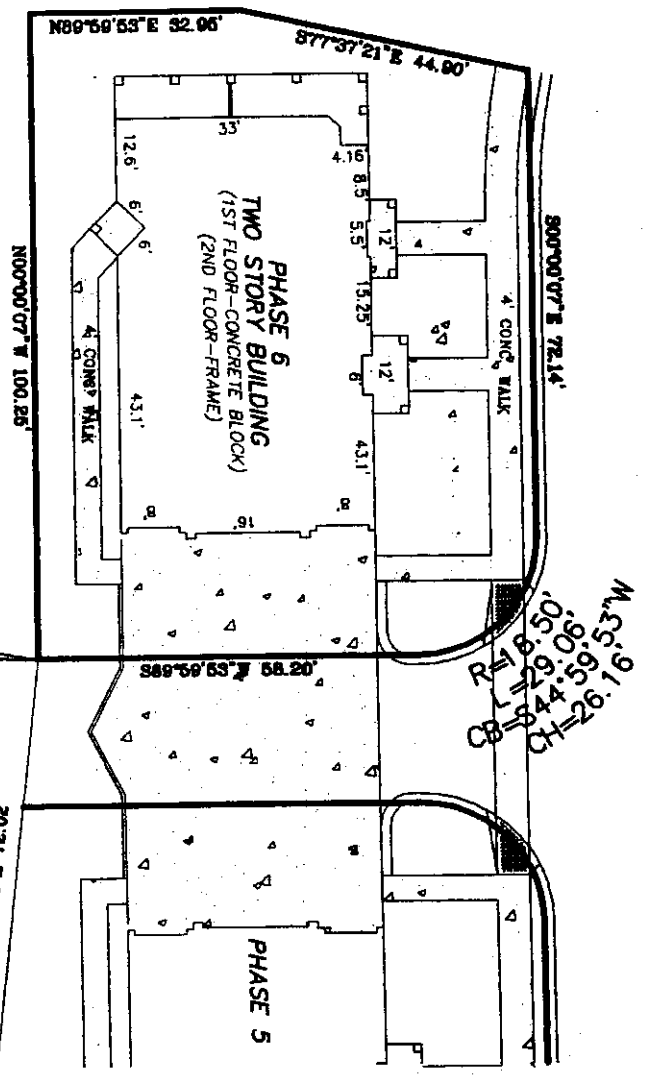
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 6

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 6 AREA = 7405 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 6
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

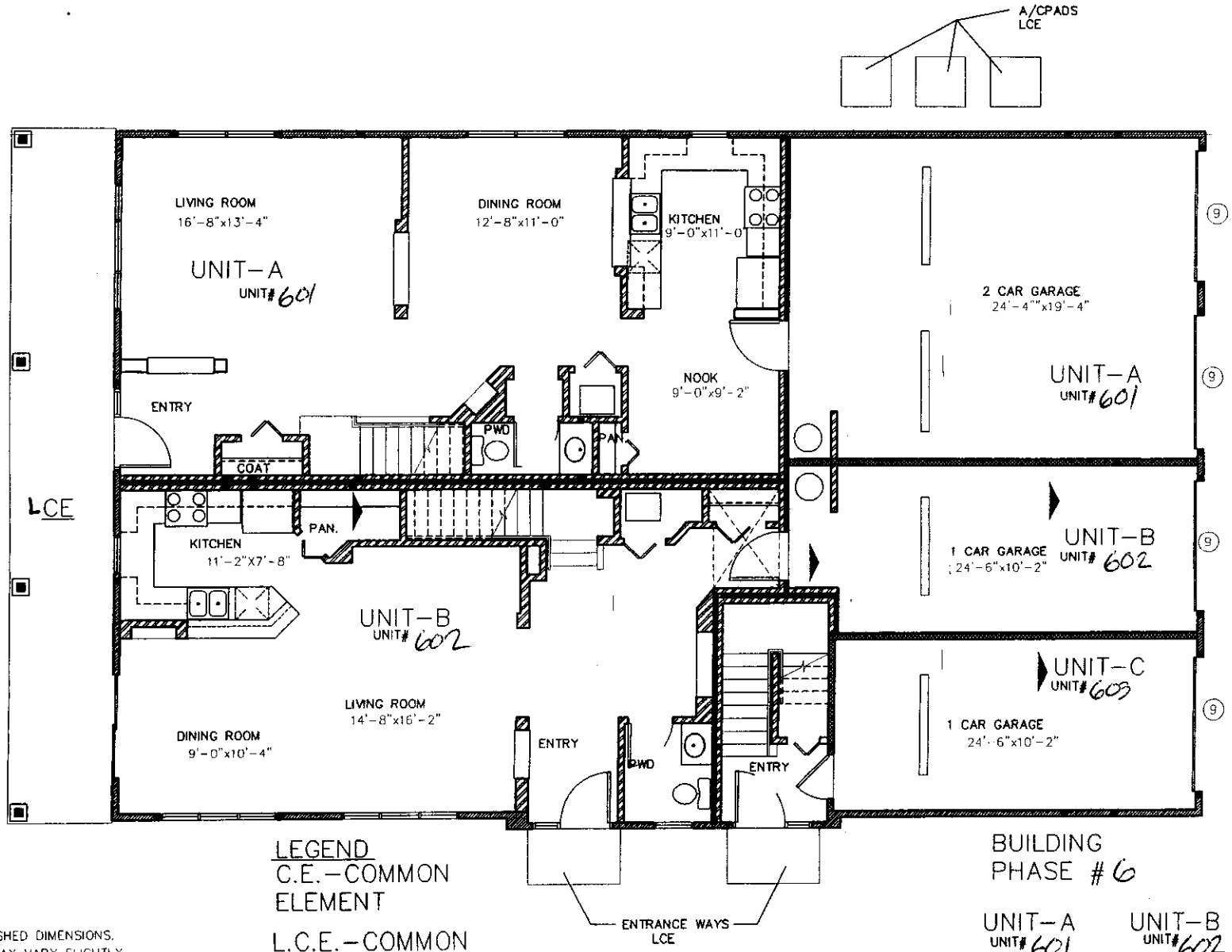
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 06°27'28" EAST, A DISTANCE OF 72.02 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 32.95 FEET; RUN THENCE SOUTH 77°37'21" EAST, A DISTANCE OF 44.90 FEET, TO A POINT; RUN THENCE SOUTH 00°00'07" EAST, A DISTANCE OF 72.14 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 44°59'53" WEST, A DISTANCE OF 26.16 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE; RUN THENCE SOUTH 89°59'53" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 58.20 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7,405 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

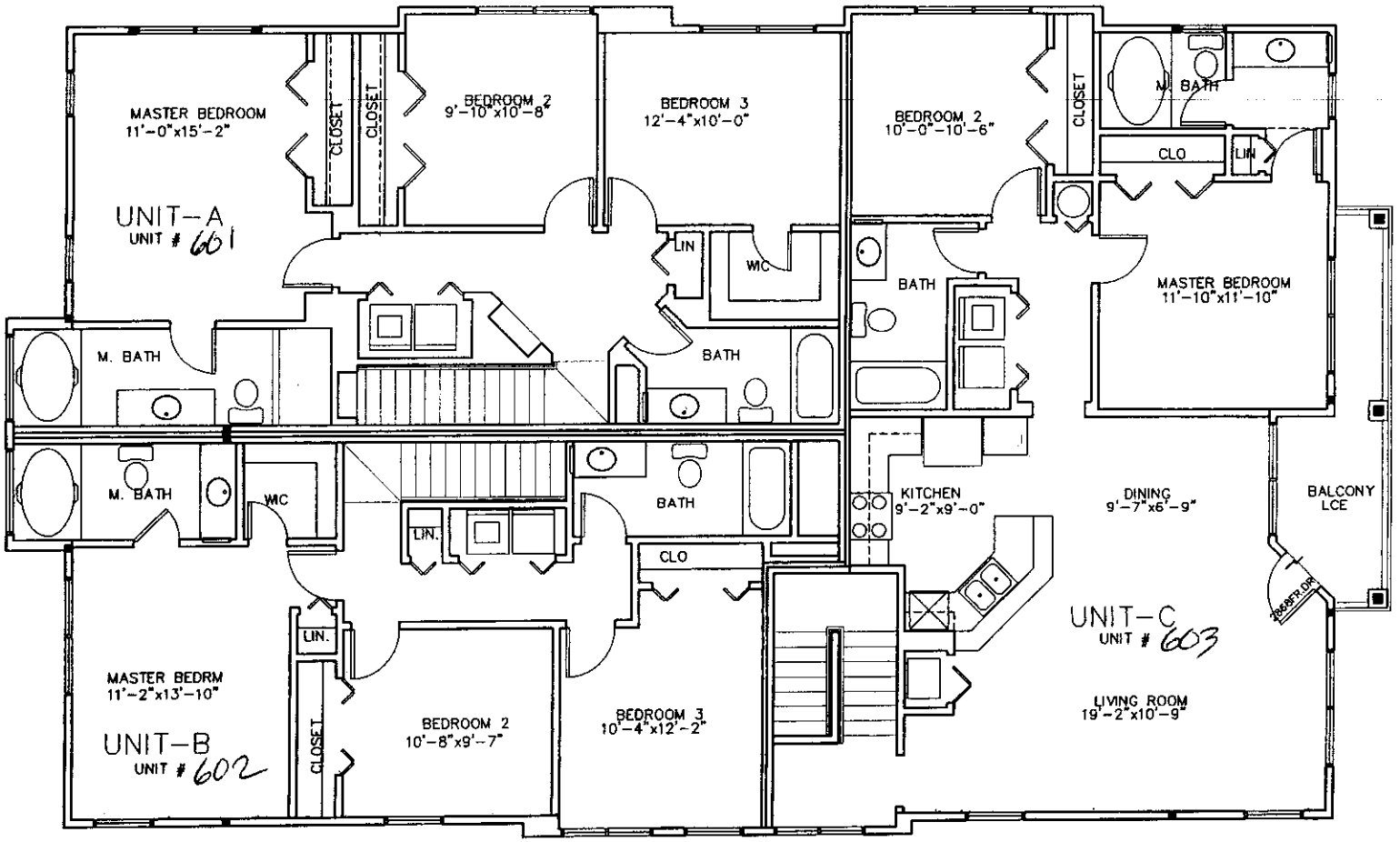
DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

BUILDING PHASE # 6

UNIT–A UNIT# 601 UNIT–B UNIT# 602 UNIT–C UNIT# 603

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #6

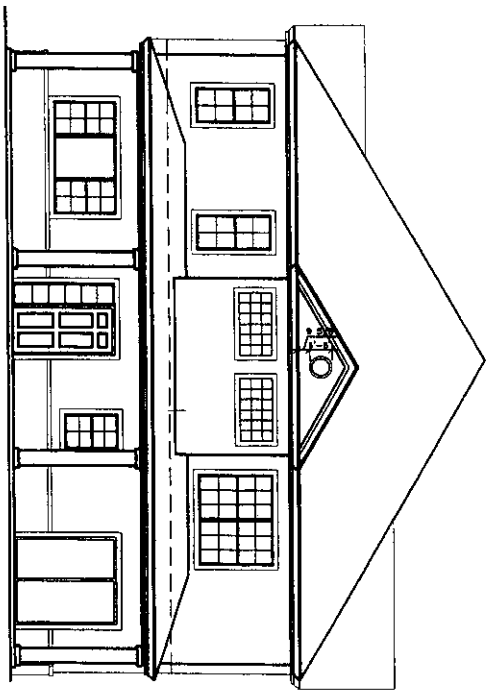
UNIT-A UNIT # 601

UNIT-B UNIT # 602

UNIT-C UNIT # 603

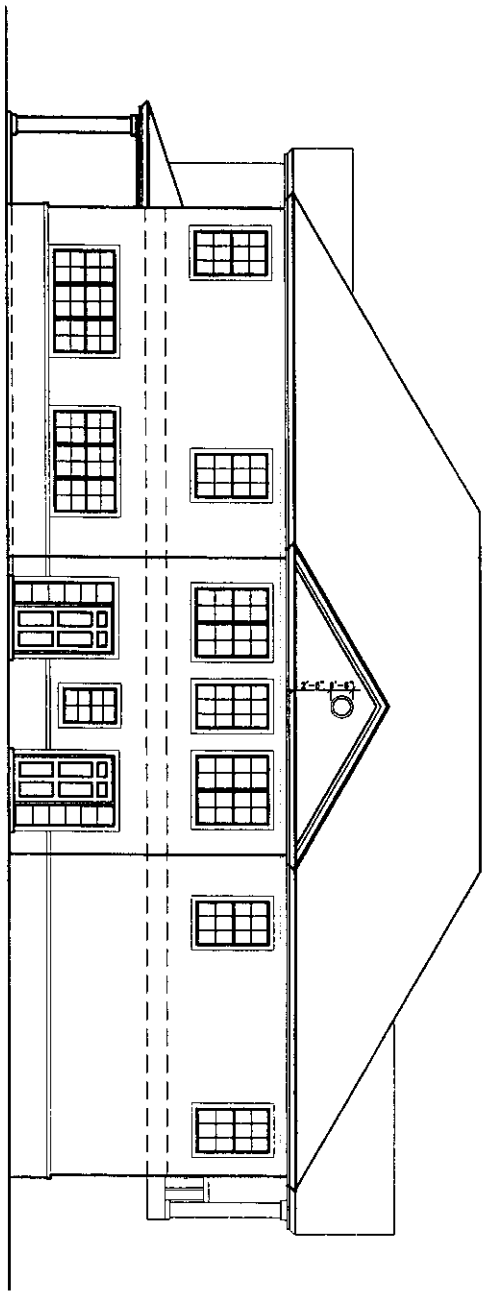
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

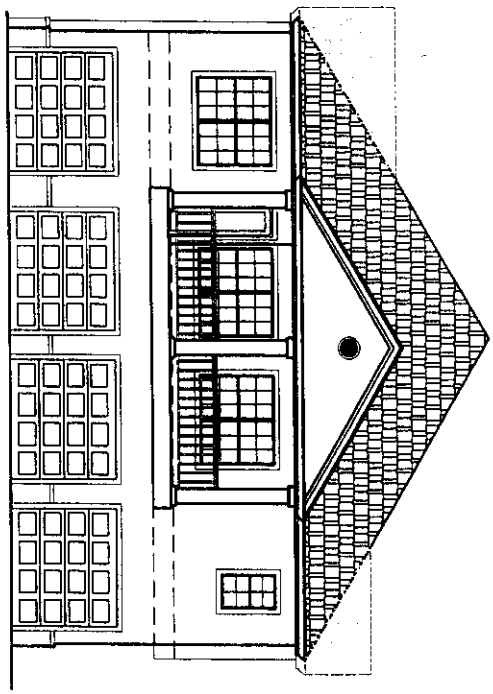
NOT TO SCALE



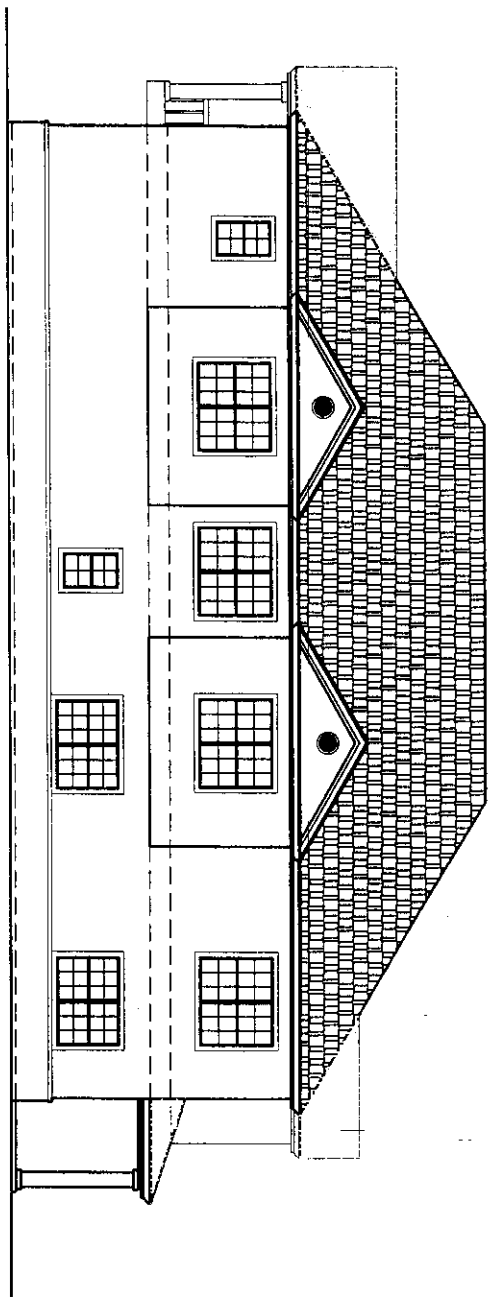
RIGHT ELEVATION

NOT TO SCALE

SHEET NUMBER: A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9988 FAX 904-730-6636	



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

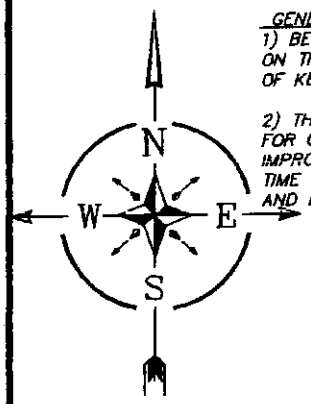
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-8988 FAX 904-739-8636

SITE PLAN OF

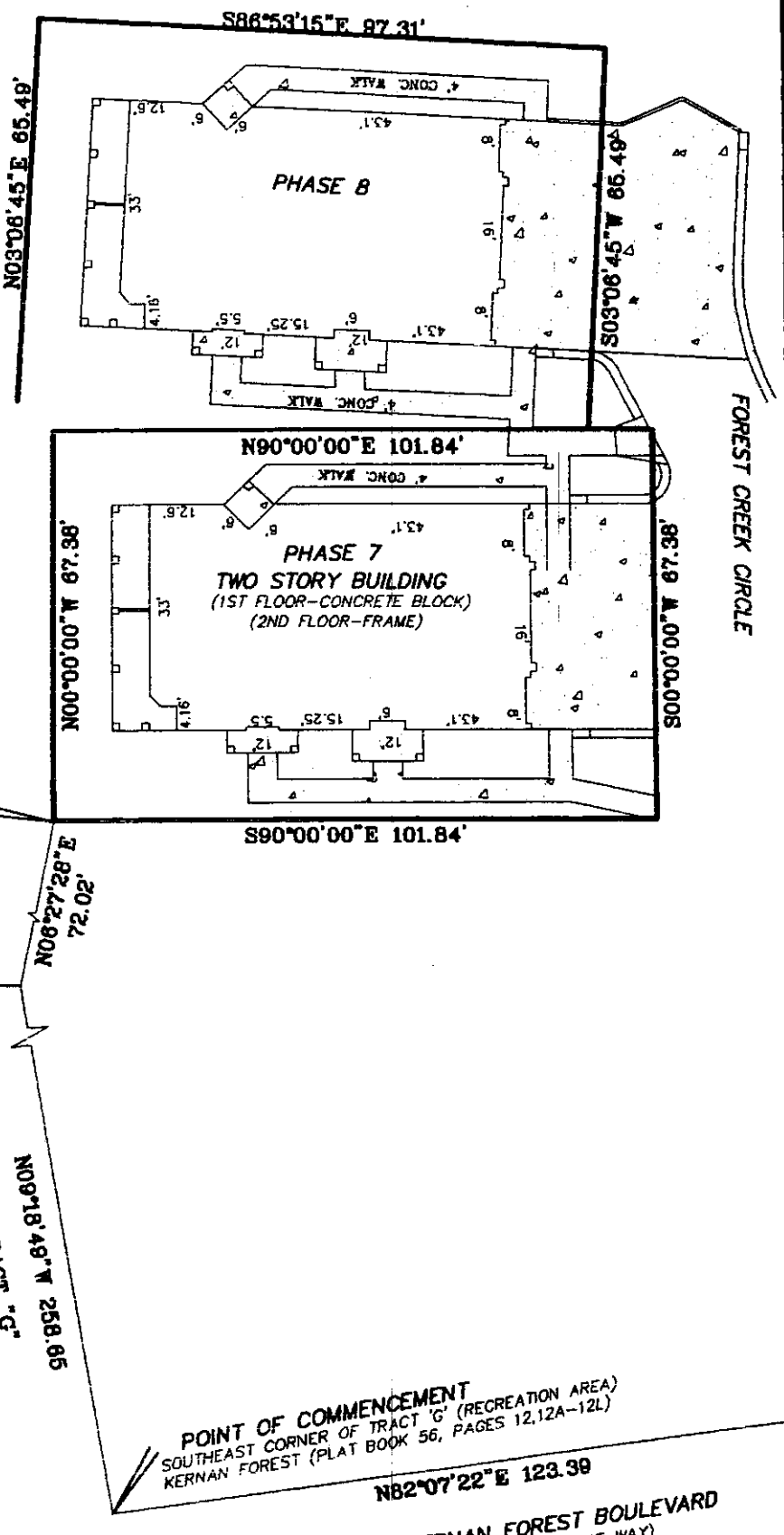
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 7

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 7 AREA = 7933 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 7
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

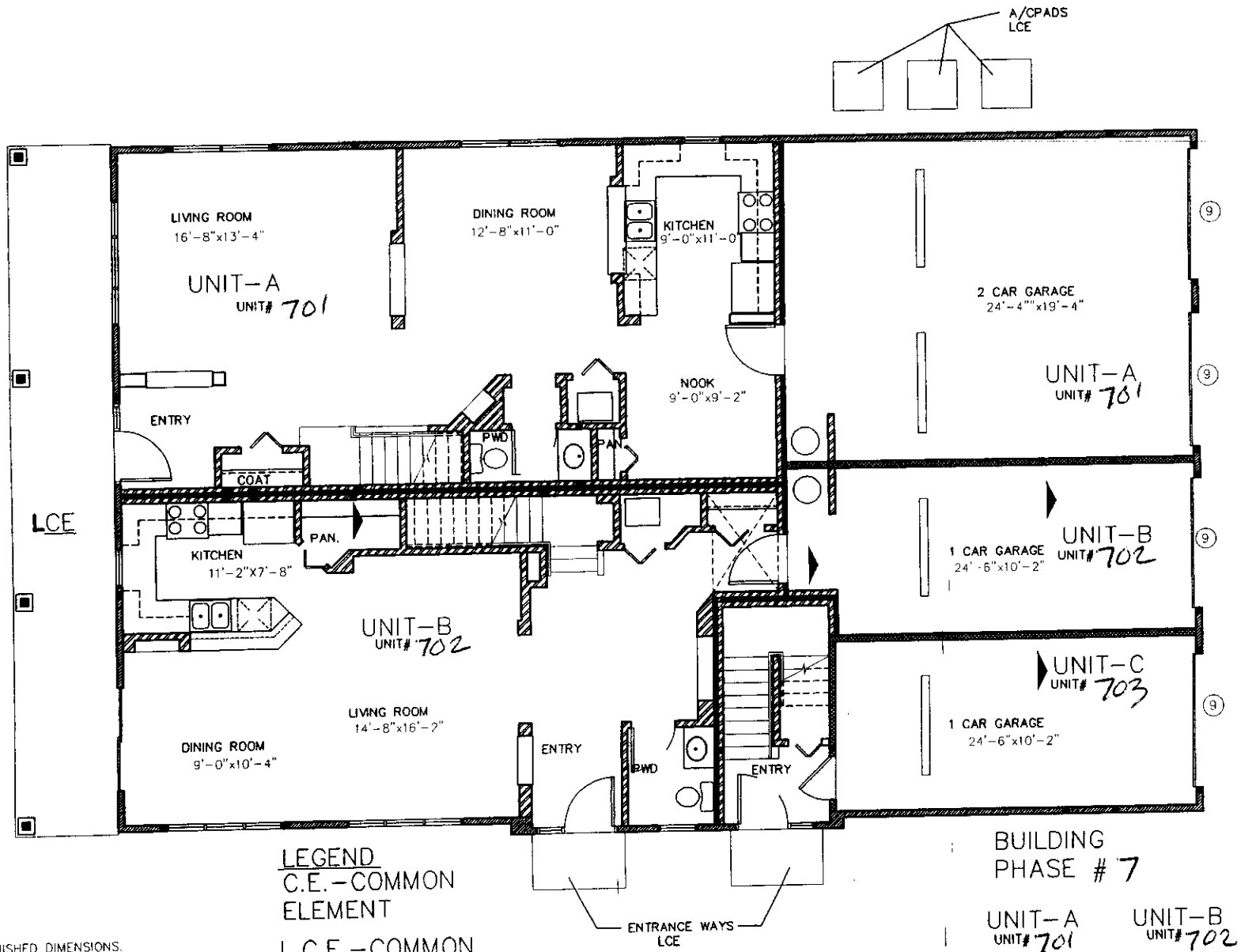
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 06°27'28" EAST, A DISTANCE OF 72.02 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'00" WEST, A DISTANCE OF 67.38 FEET, TO A POINT; RUN THENCE NORTH 90°00'00" EAST, A DISTANCE OF 101.84 FEET; RUN THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 67.38 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 101.84 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7933 SQUARE FEET, MORE OR LESS AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

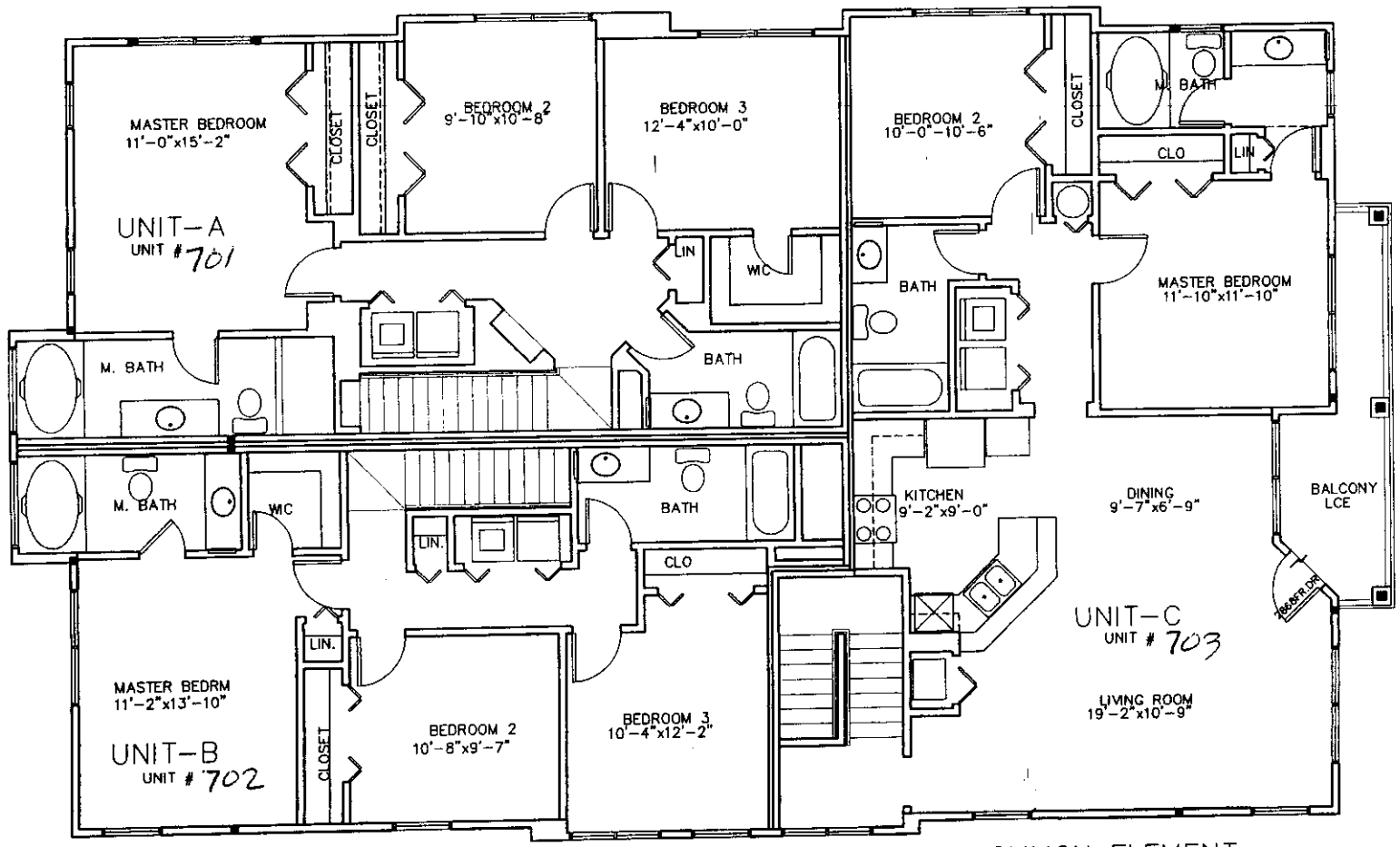
BUILDING PHASE # 7

UNIT-A UNIT# 701 UNIT-B UNIT# 702 UNIT-C UNIT# 703

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



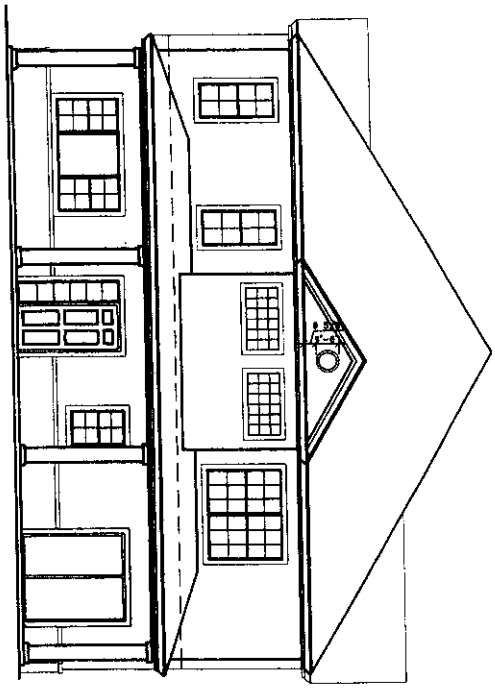
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 7

UNIT-A UNIT # 701
UNIT-B UNIT # 702
UNIT-C UNIT # 703

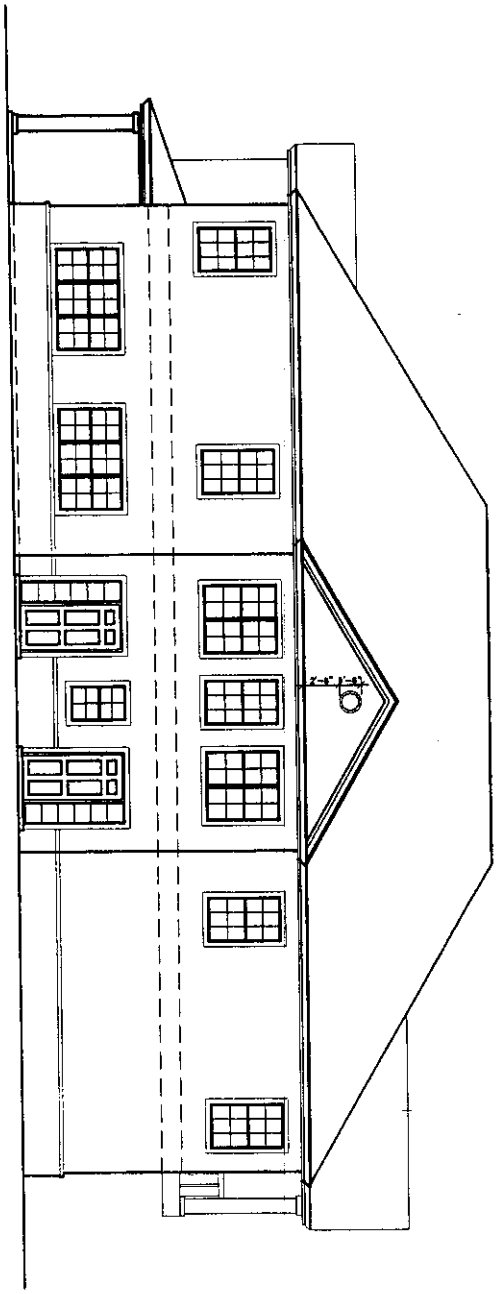
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

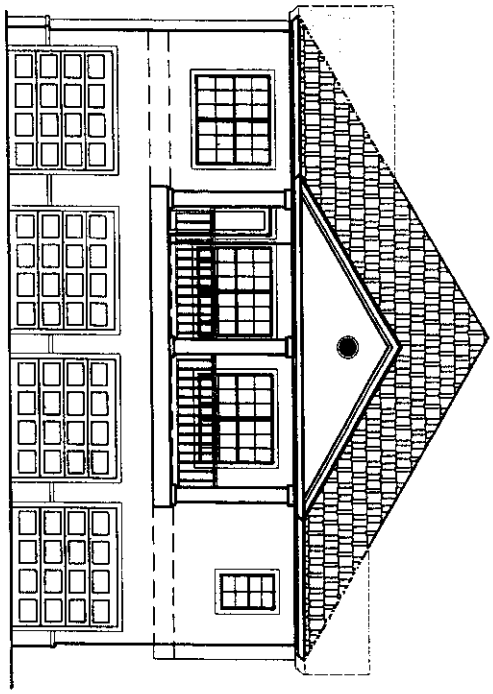
NOT TO SCALE



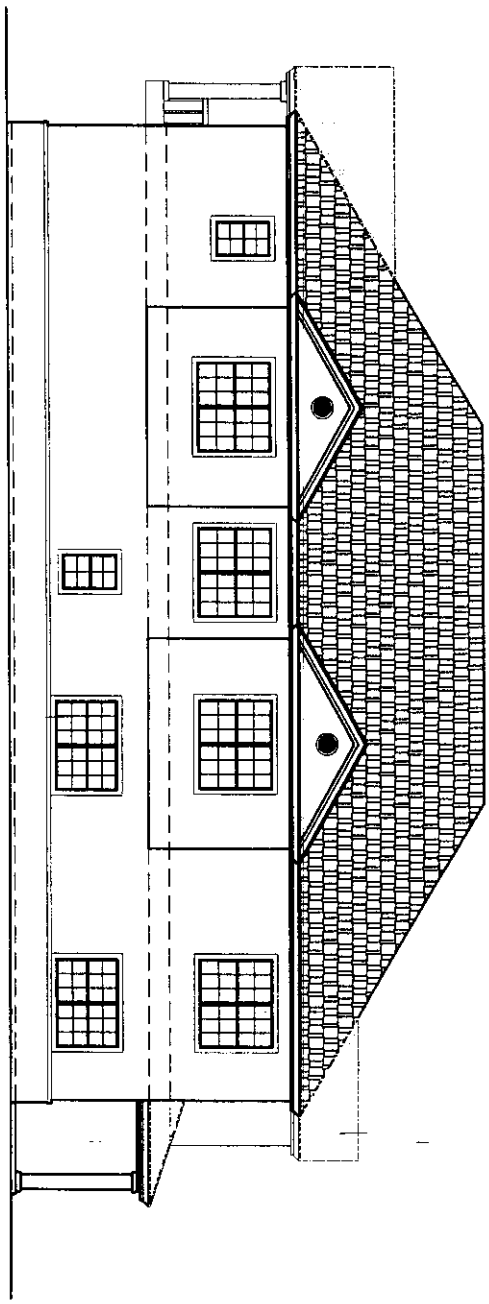
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST, A CONDOMINIUM, JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9996 FAX 904-739-9535



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9888 FAX 904-739-9838

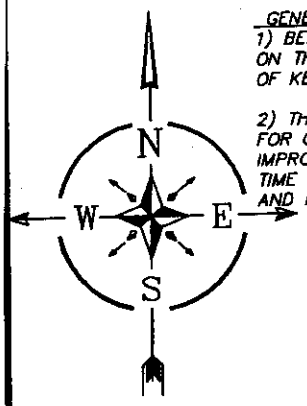
SITE PLAN OF

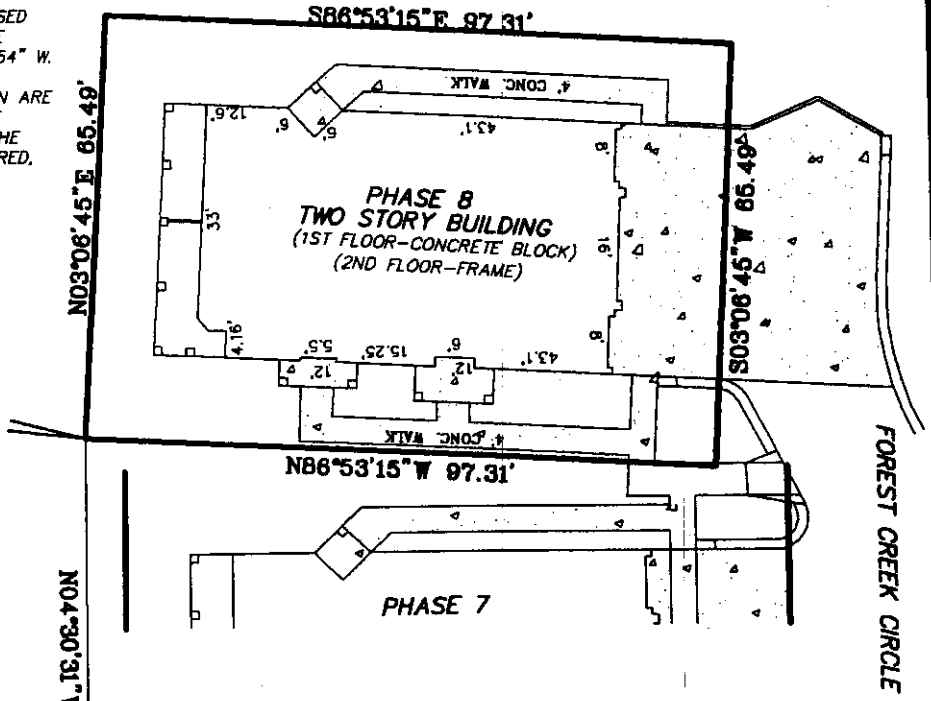
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





N04°30'31"W 418.72'

NE CORNER OF TRACT "G"

TRACT "G"

N08°18'49"W 258.65'

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

PHASE 8

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 8 AREA = 7933 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 8
FOREST CREEK, A CONDOMINIUM

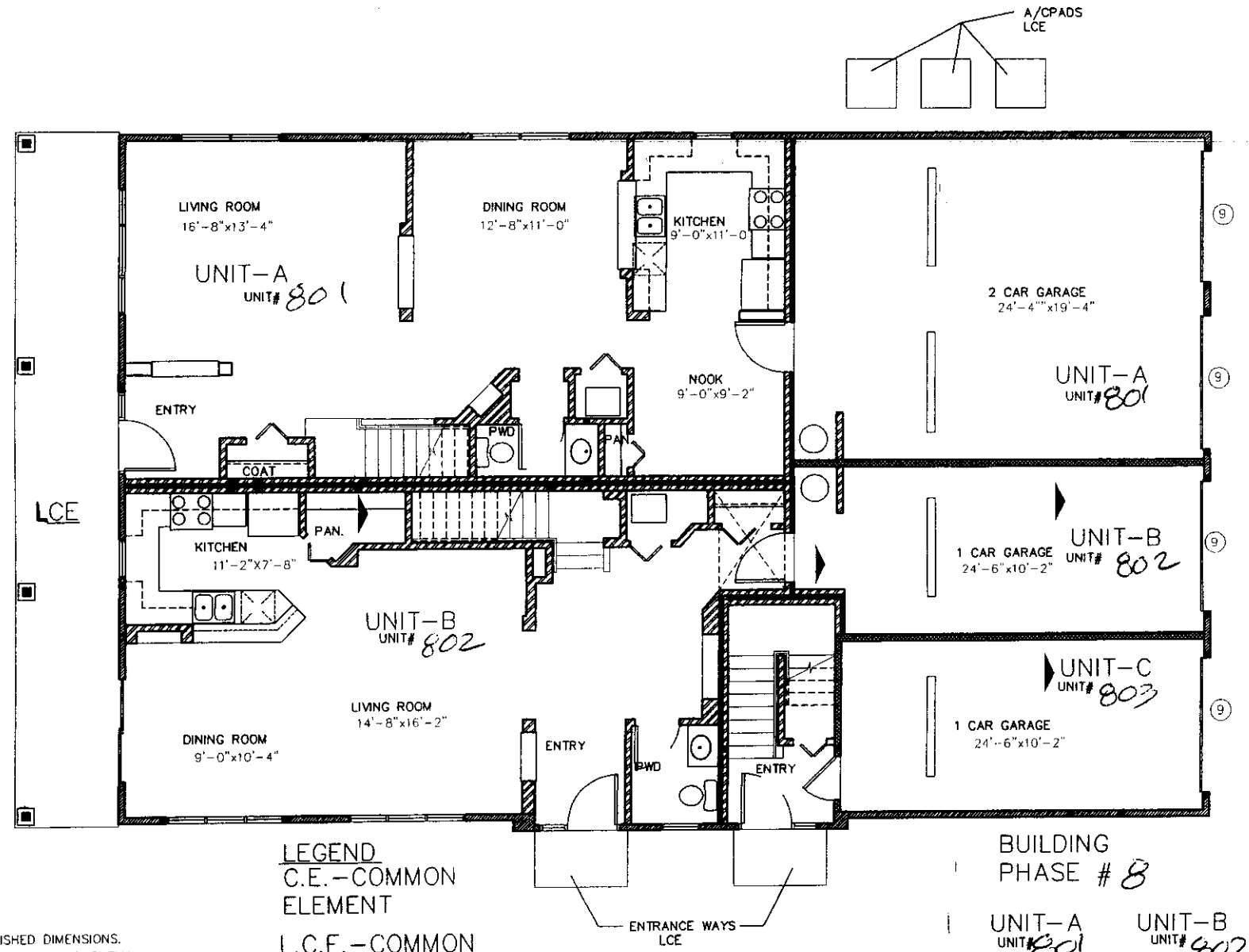
LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, 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 REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 04°30'31" WEST, A DISTANCE OF 418.72 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 03°06'45" EAST, A DISTANCE OF 65.49 FEET, TO A POINT; RUN THENCE SOUTH 86°53'15" EAST, A DISTANCE OF 97.31 FEET; RUN THENCE SOUTH 03°06'45" WEST, A DISTANCE OF 65.49 FEET, TO A POINT; RUN THENCE NORTH 86°53'15" WEST, A DISTANCE OF 97.31 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7,933 SQUARE FEET, MORE OR LESS AREA.



FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

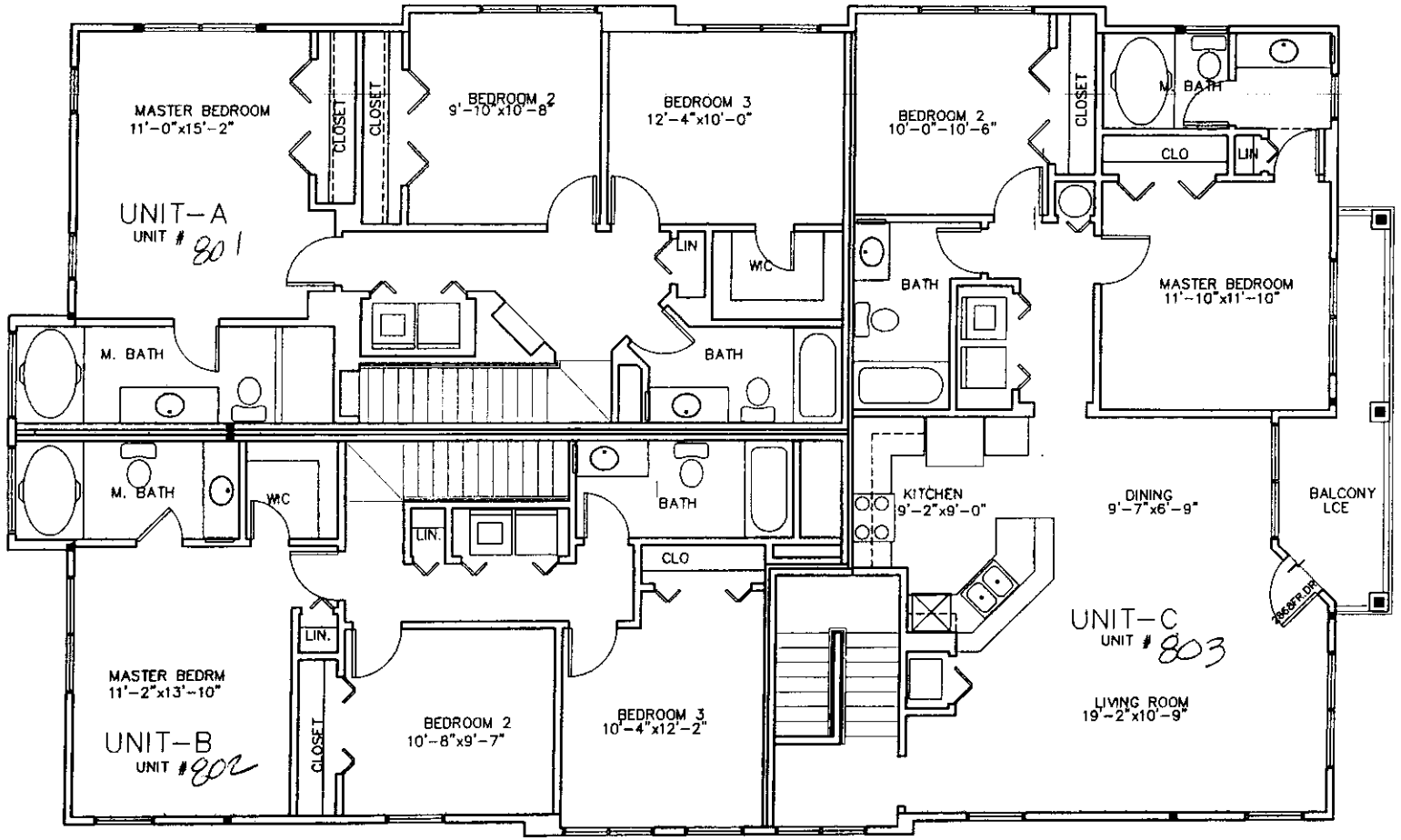
BUILDING PHASE # 8

UNIT-A UNIT# 801 UNIT-B UNIT# 802 UNIT-C UNIT# 803

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



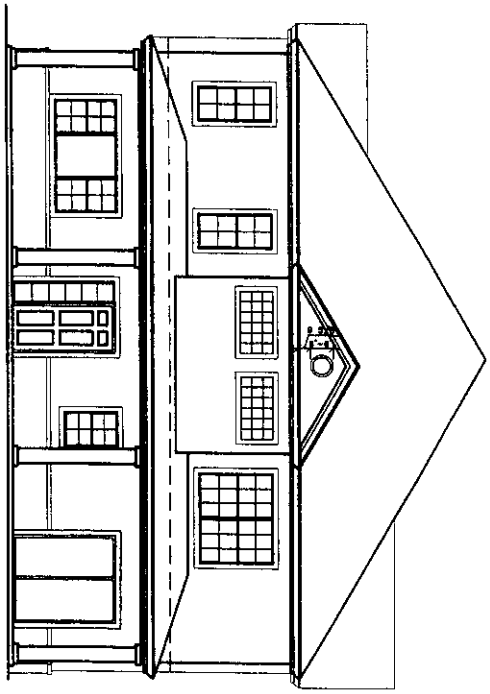
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 8

UNIT-A UNIT # 801 UNIT-B UNIT # 802 UNIT-C UNIT # 803

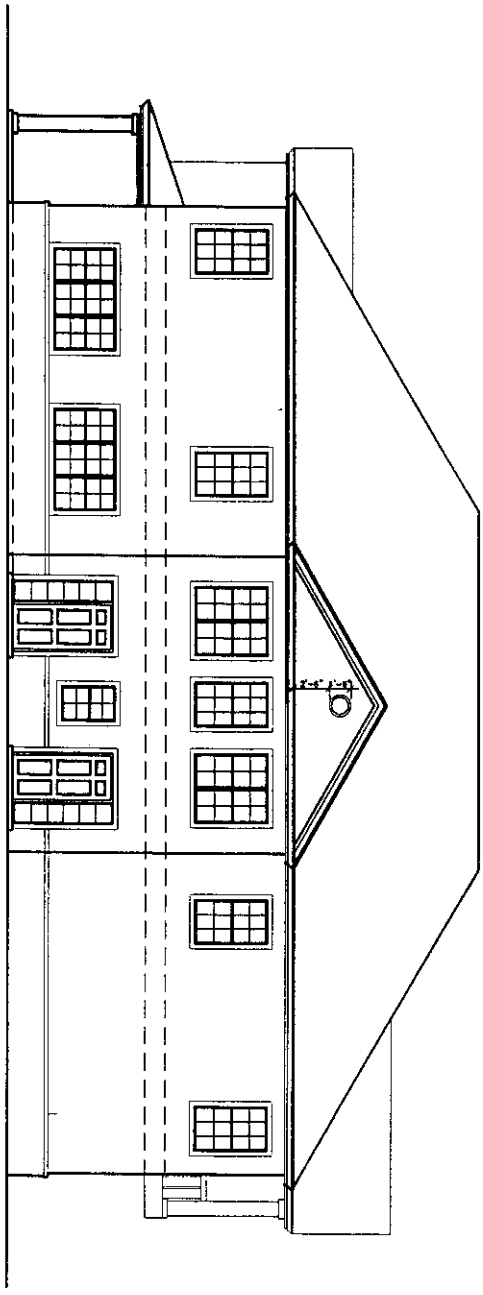
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

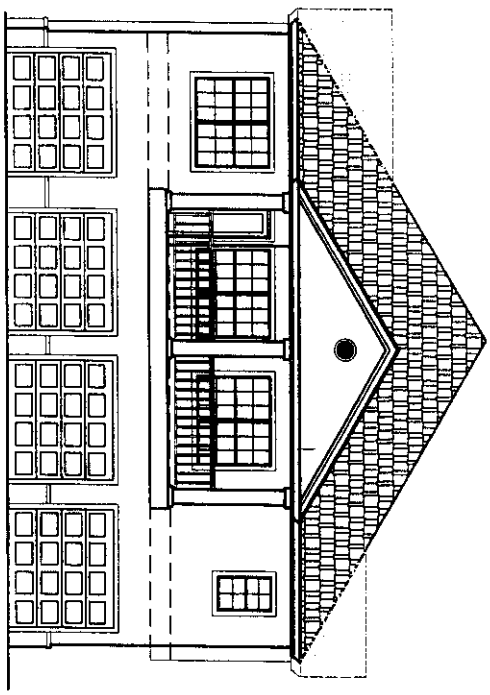
NOT TO SCALE



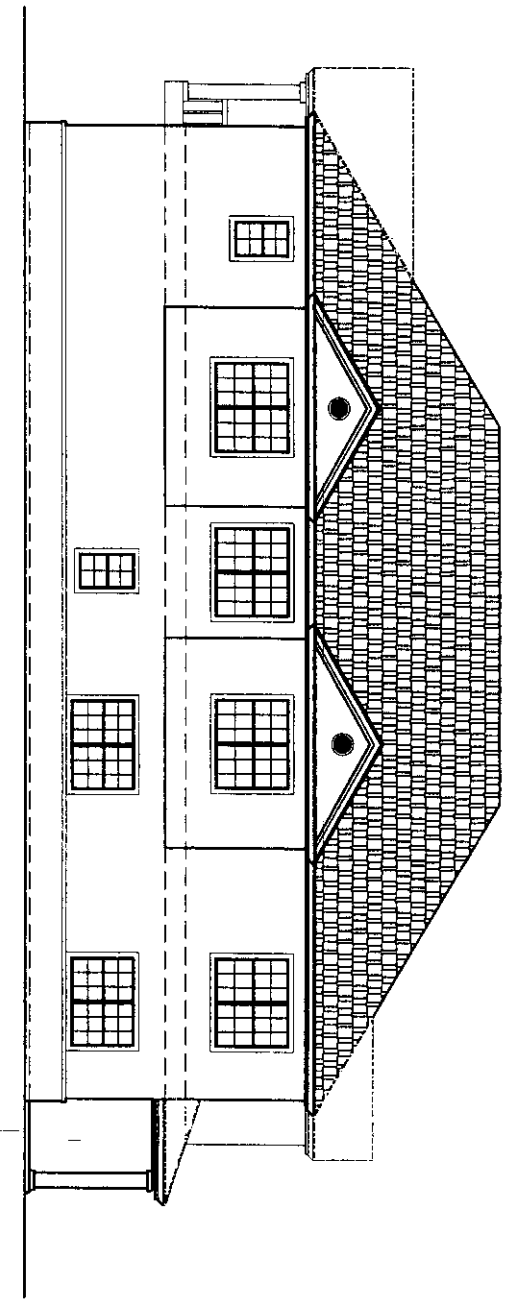
RIGHT ELEVATION

NOT TO SCALE

SHEET NUMBER: A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7888 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9888 FAX 904-739-6635	



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

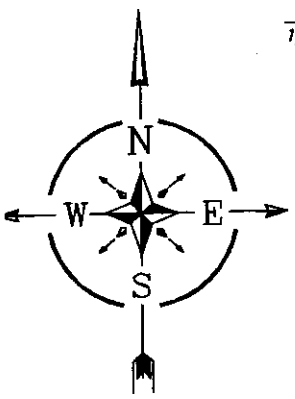
Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-8666 FAX 904-739-8636

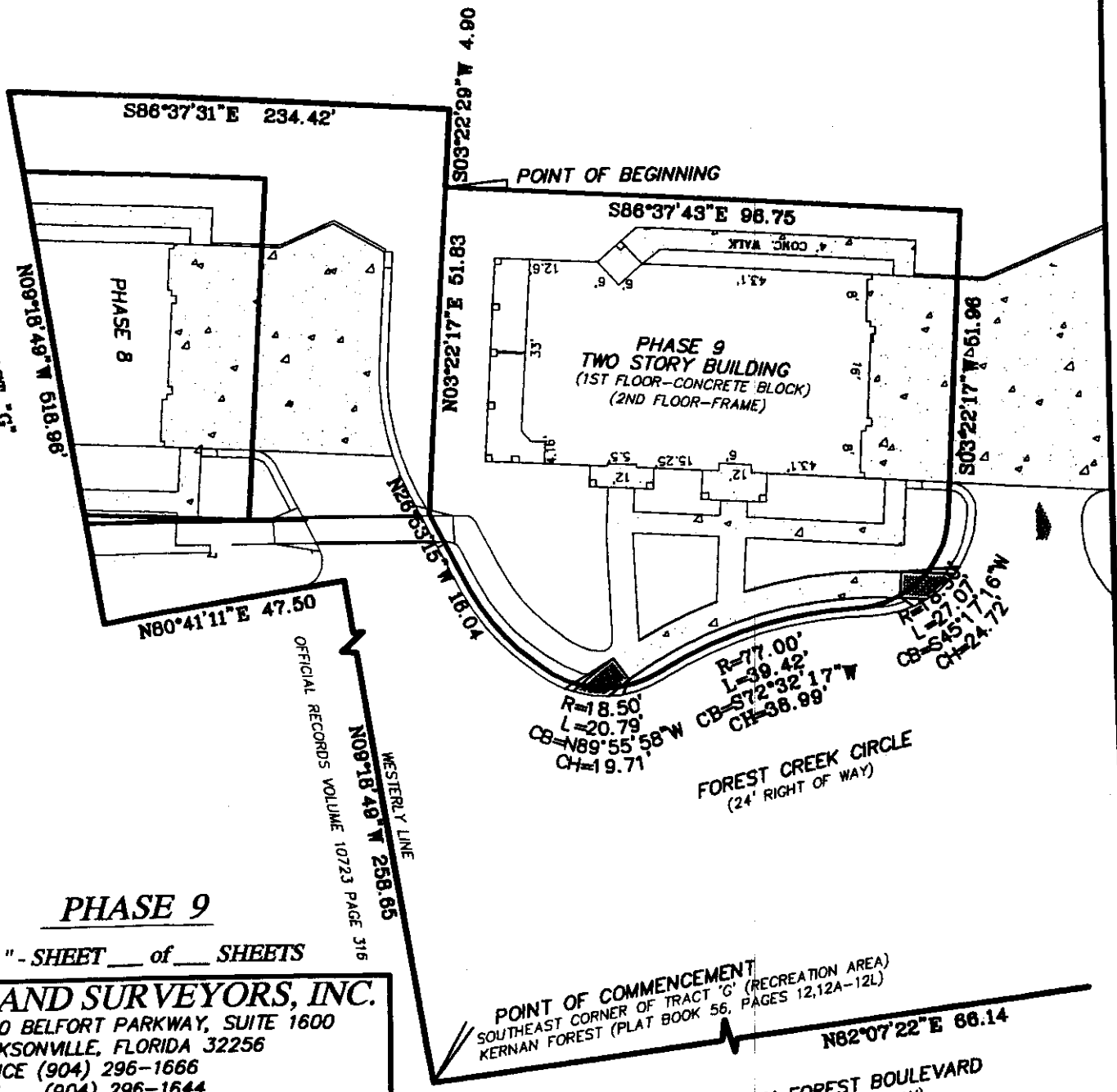
SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED





PHASE 9

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 1 AREA = 7933 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 9
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, 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 REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 80°41'11" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT "G", A DISTANCE OF 47.50 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723 PAGE 316 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 09°18'49" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 518.96 FEET, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723, PAGE 316; RUN THENCE SOUTH 86°37'31" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 234.42 FEET, TO A POINT; RUN THENCE SOUTH 03°22'29" WEST, A DISTANCE OF 4.90 FEET, TO THE **POINT OF BEGINNING**.

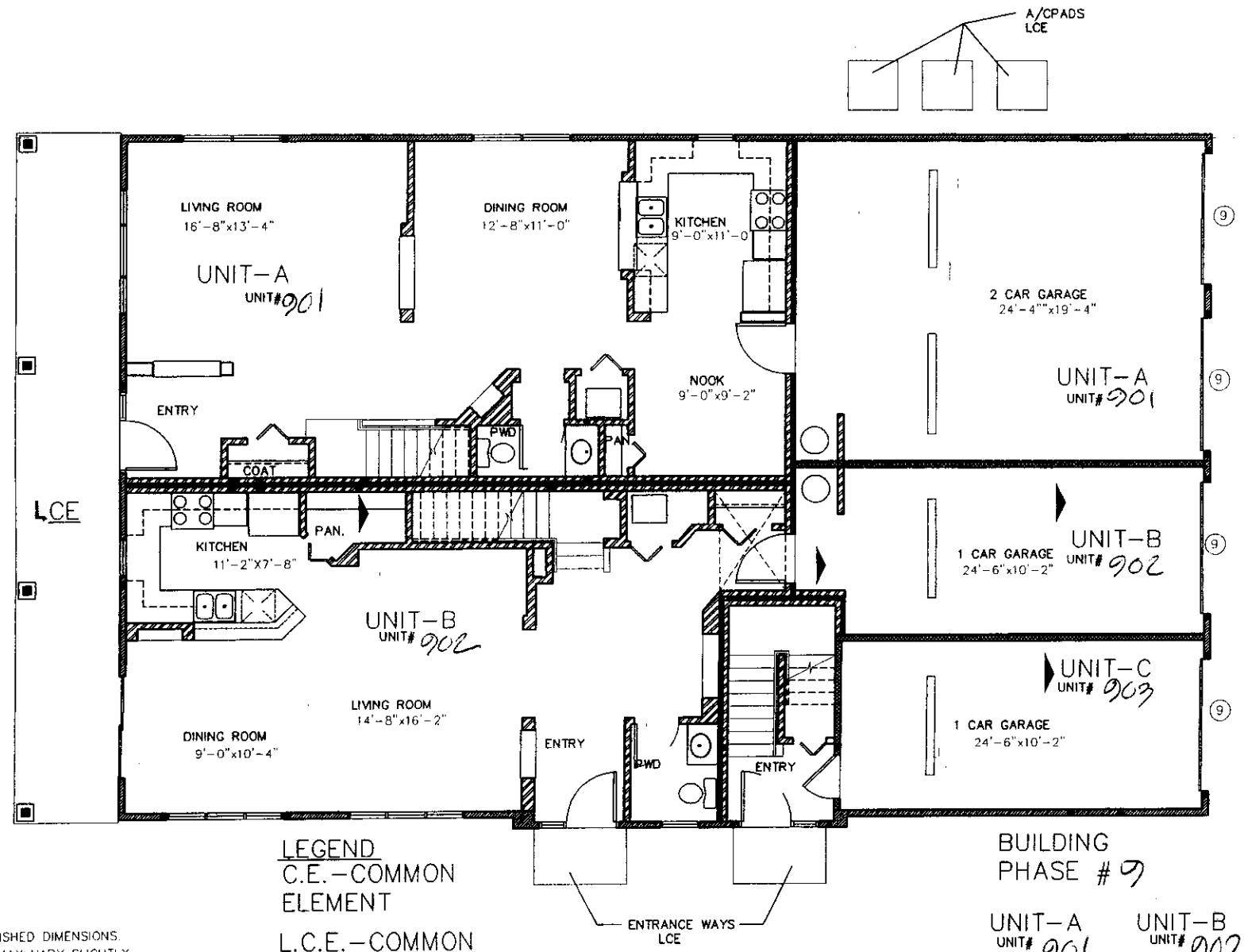
FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 86°37'43" EAST, A DISTANCE OF 96.75 FEET, TO A POINT; RUN THENCE SOUTH 03°22'17" WEST, A DISTANCE OF 51.96 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 27.07 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°17'16" WEST, 24.72 FEET; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 77.00 FEET, AN ARC DISTANCE OF 39.42 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°32'17" WEST, 38.99 FEET; RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE

ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 20.79 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°55'58" WEST, 19.71 FEET; RUN THENCE NORTH 26°53'15" WEST, A DISTANCE OF 16.04, TO A POINT; RUN THENCE NORTH 03°22'17" EAST, A DISTANCE OF 51.83 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8,397 SQUARE FEET, MORE OR LESS AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

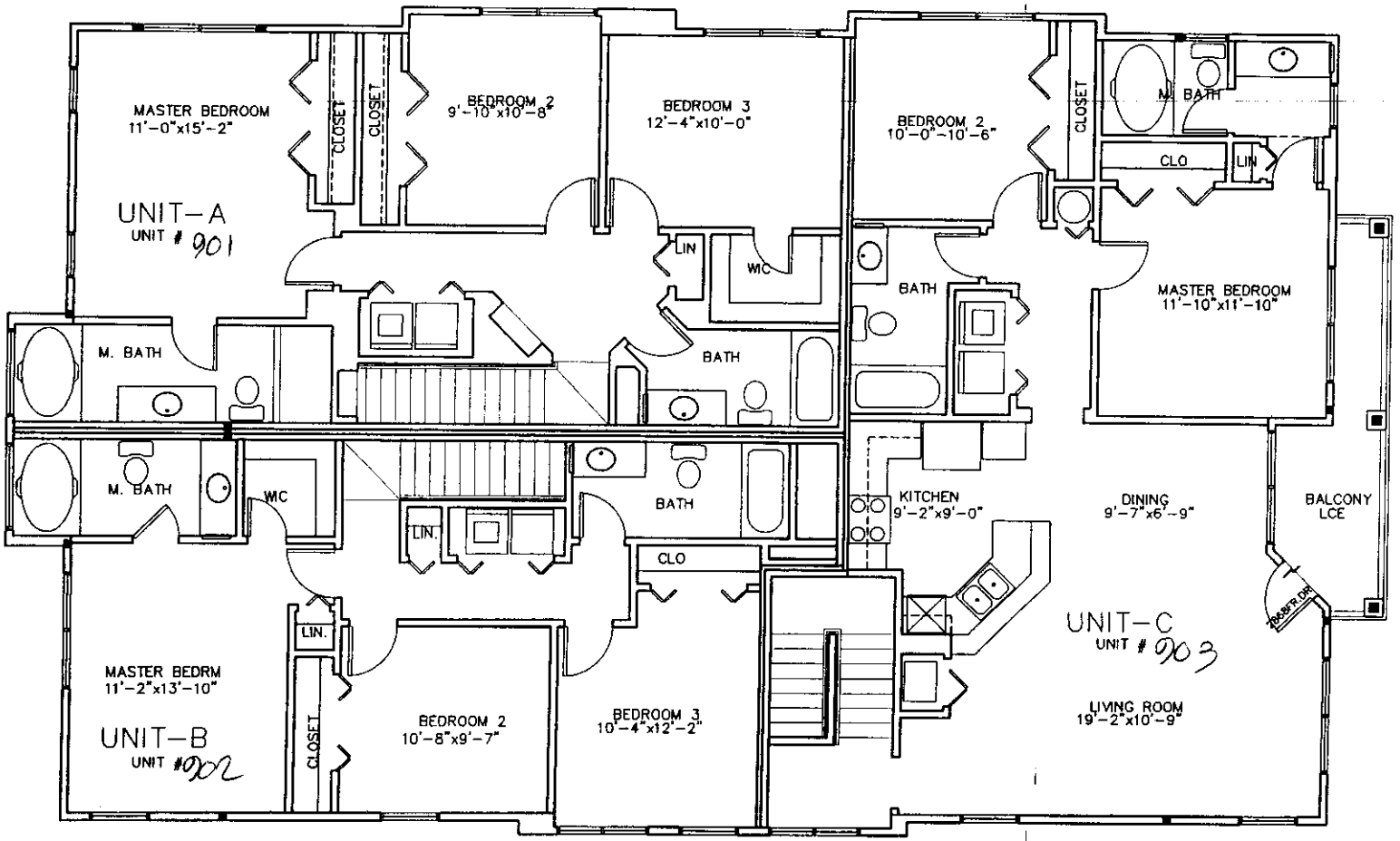
BUILDING PHASE # 9

UNIT–A UNIT# 901 UNIT–B UNIT# 902 UNIT–C UNIT# 903

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



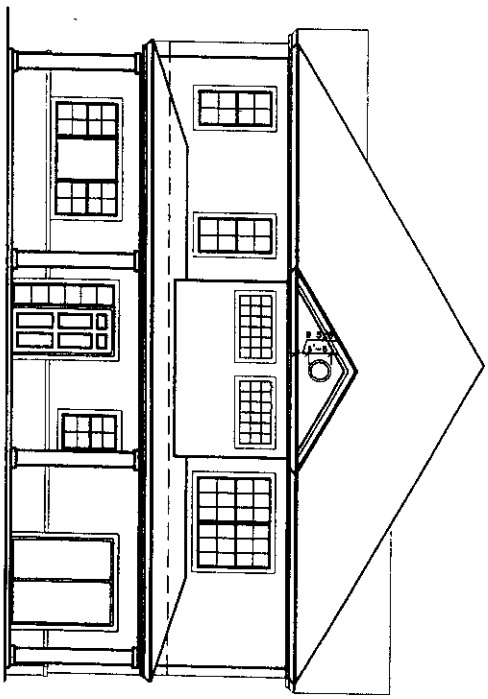
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #9

UNIT-A UNIT # 901 UNIT-B UNIT # 902 UNIT-C UNIT # 903

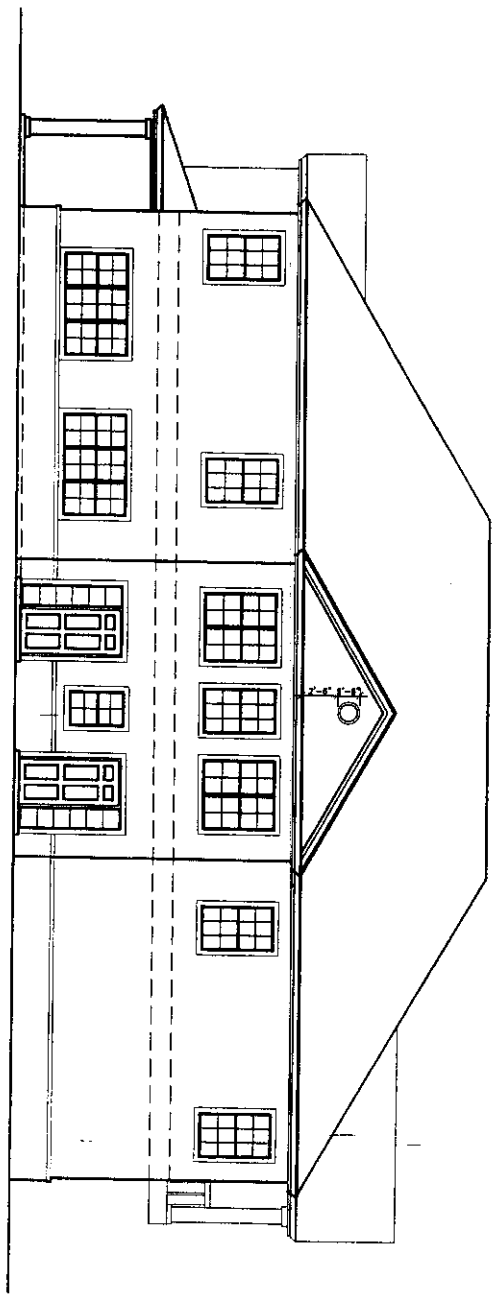
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

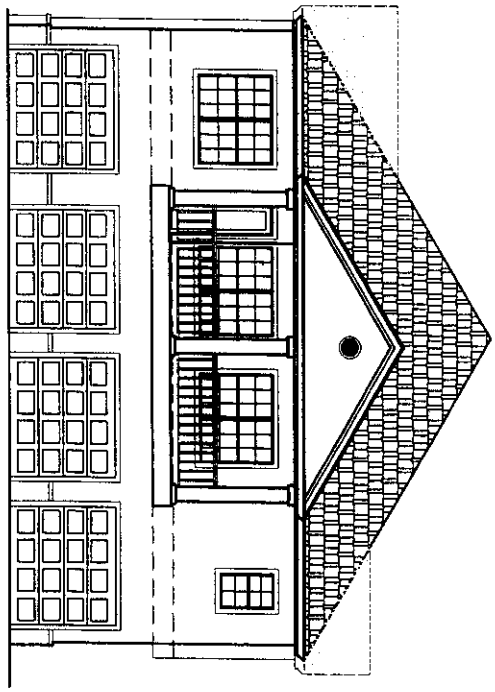
NOT TO SCALE



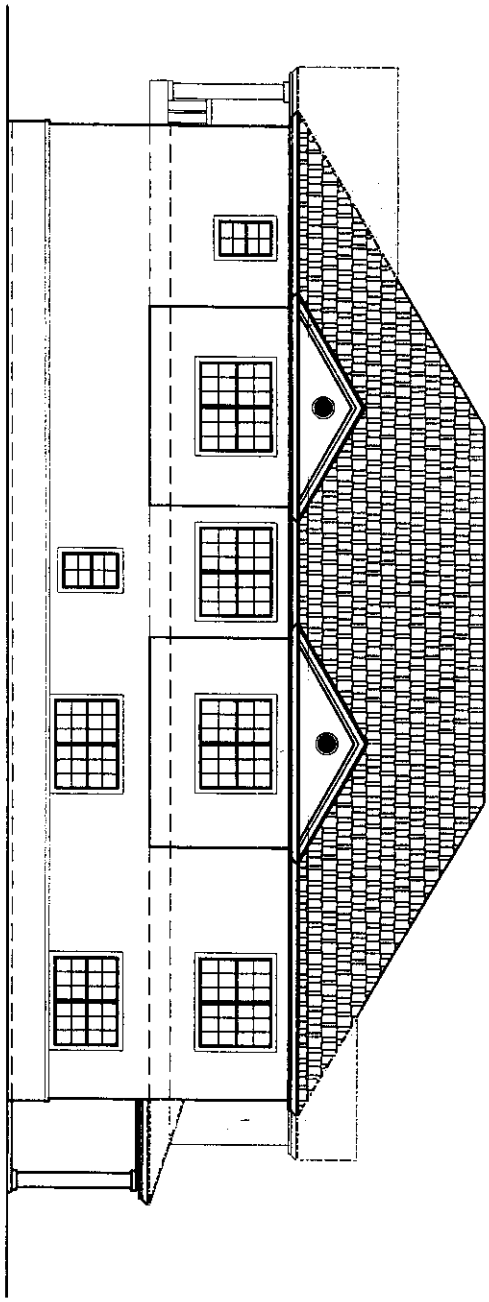
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9988 FAX 904-730-8636



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9966 FAX 904-739-9535

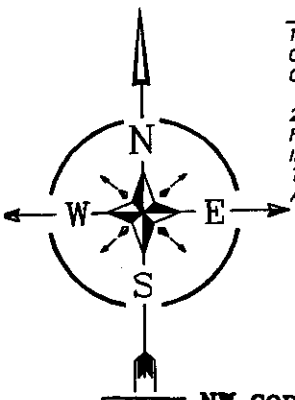
SITE PLAN OF

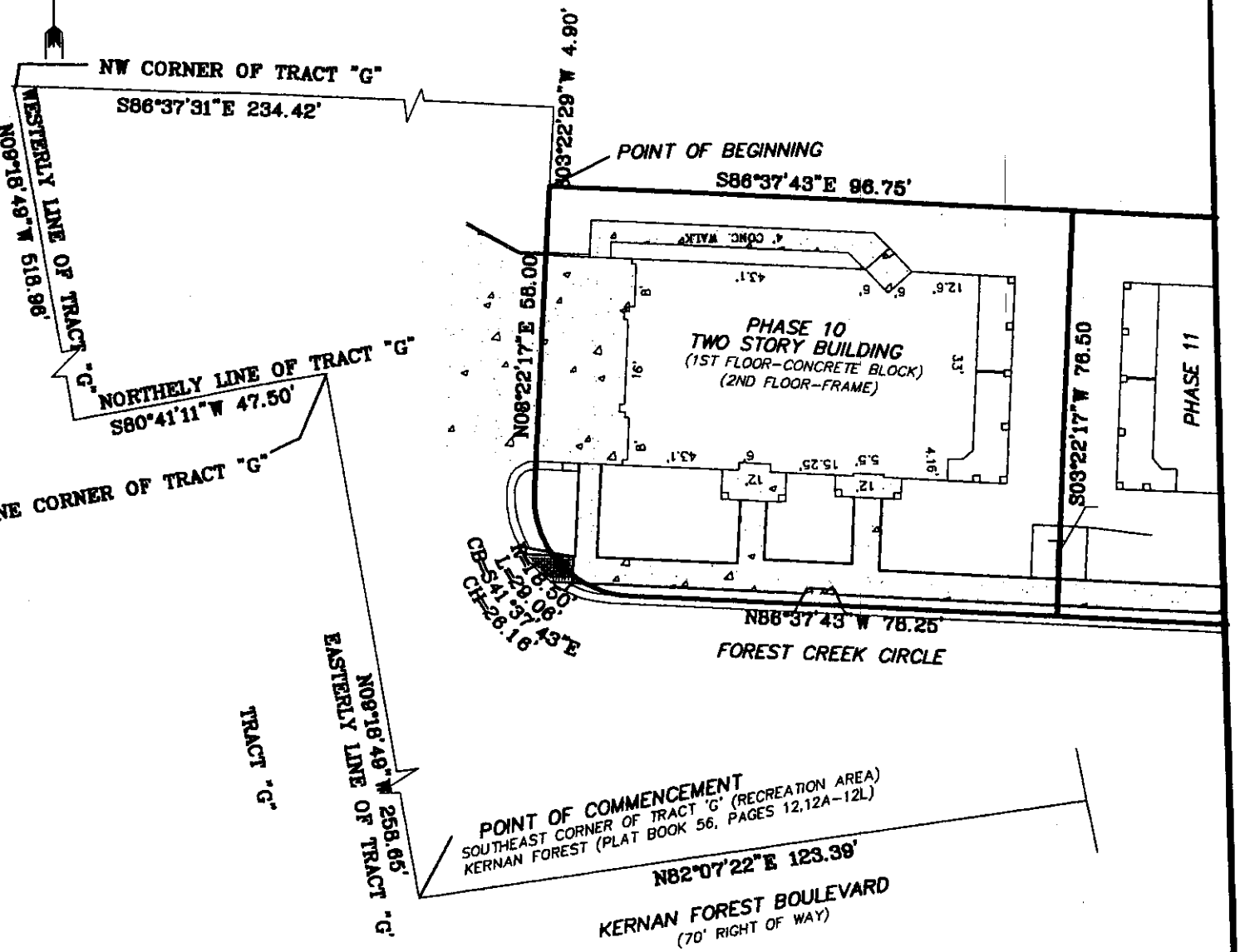
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 12 & 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 10

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 10 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2002

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 10
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOTS 12 AND 13 , SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

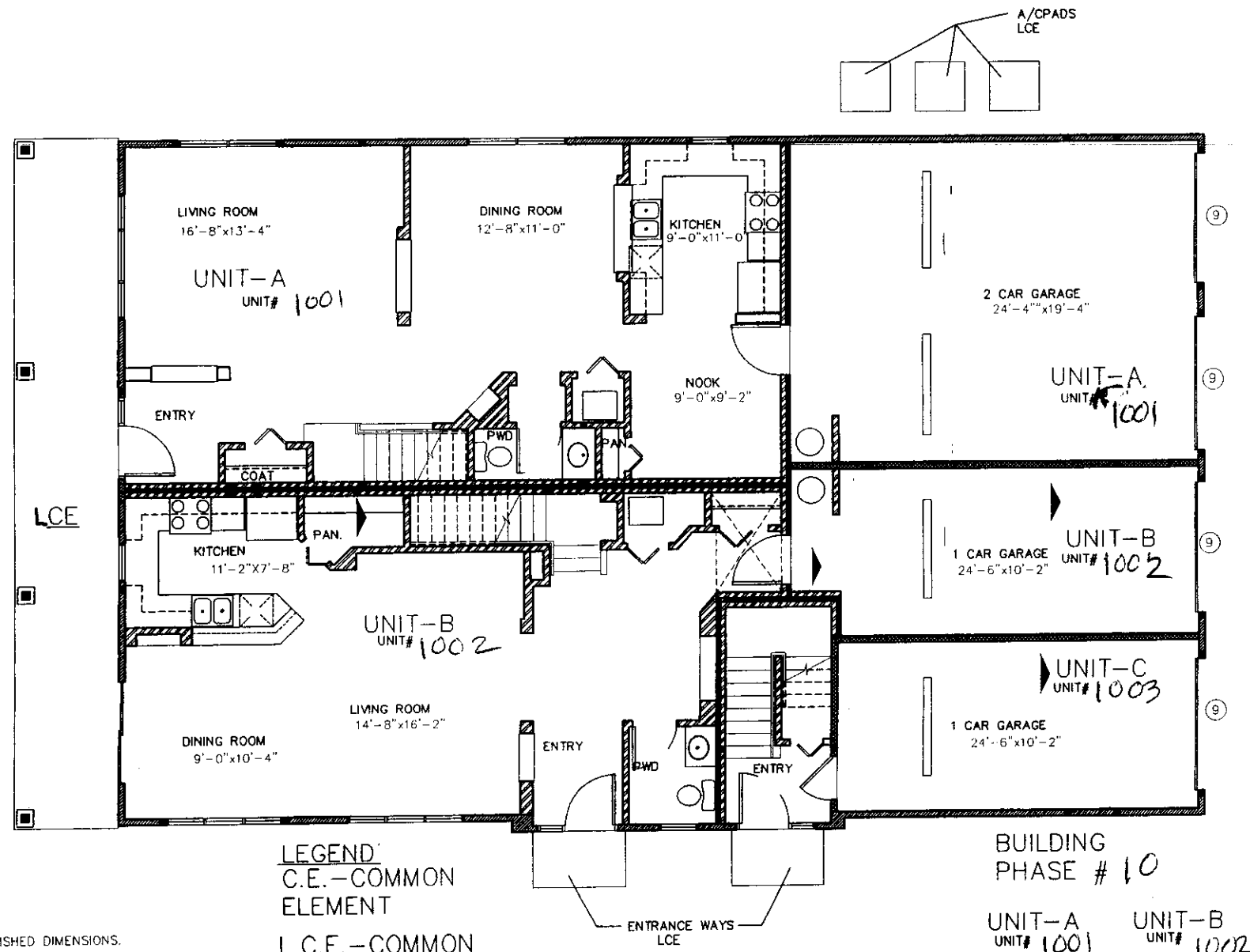
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE SOUTH 80°41'11" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT "G", A DISTANCE OF 47.50 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723 PAGE 316 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 09°18'49" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 518.96 FEET, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723, PAGE 316; RUN THENCE SOUTH 86°37'31" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 234.42 FEET, TO A POINT; RUN THENCE SOUTH 03°22'29" WEST, A DISTANCE OF 4.90 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 86°37'43" EAST, A DISTANCE OF 96.75 FEET, TO A POINT; RUN THENCE SOUTH 03°22'17" WEST, A DISTANCE OF 76.50 FEET, TO A POINT; RUN THENCE NORTH 86°37'43"WEST ; A DISTANCE OF 78.25 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 41°37'43" EAST, 26.16 FEET; TO A POINT; RUN THENCE NORTH 08°22'17" EAST, A DISTANCE OF 58.00 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8,397 SQUARE FEET, MORE OR LESS AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN

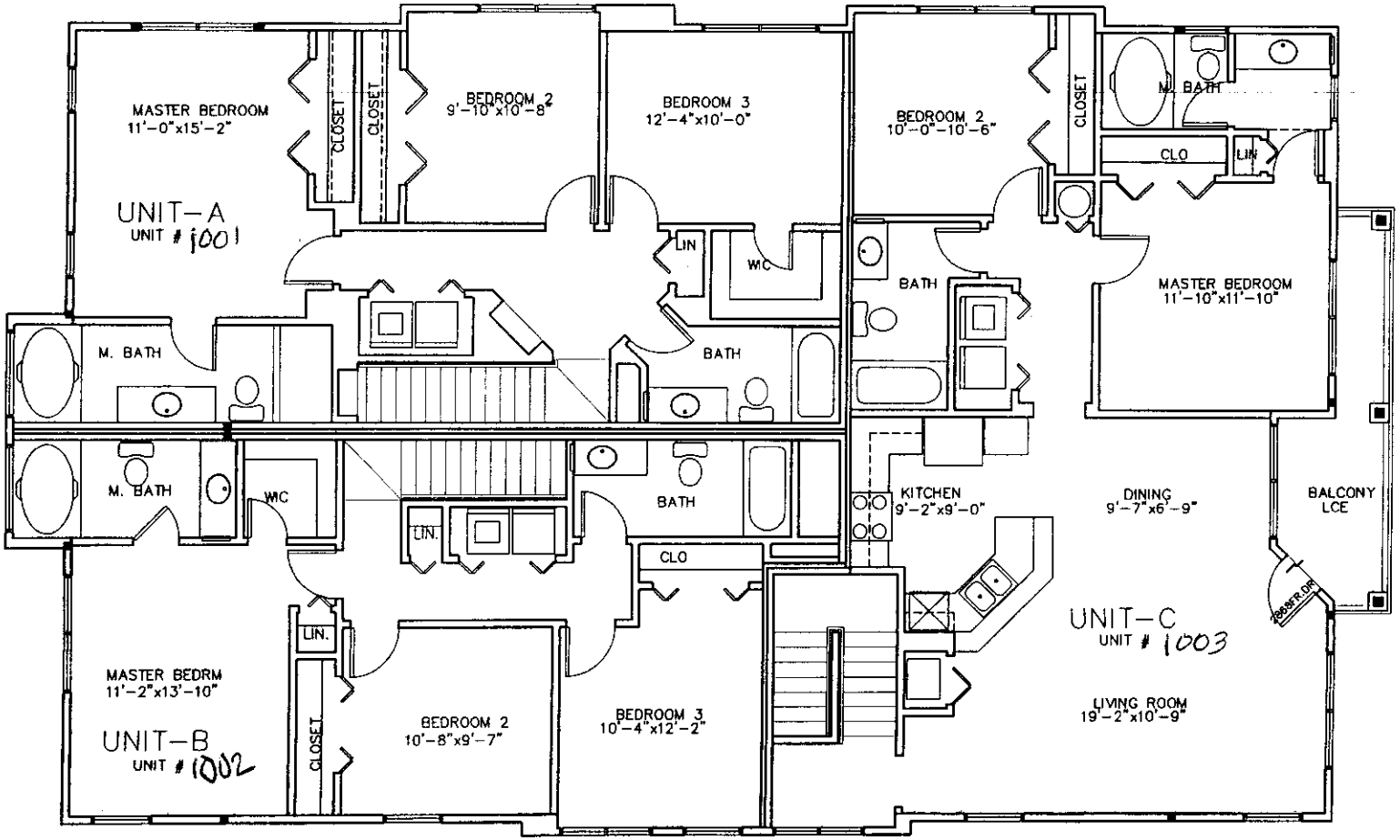


LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

BUILDING PHASE # 10

UNIT-A UNIT# 1001 UNIT-B UNIT# 1002 UNIT-C UNIT# 1003

DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONSMAY VARY SLIGHTLY



FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN

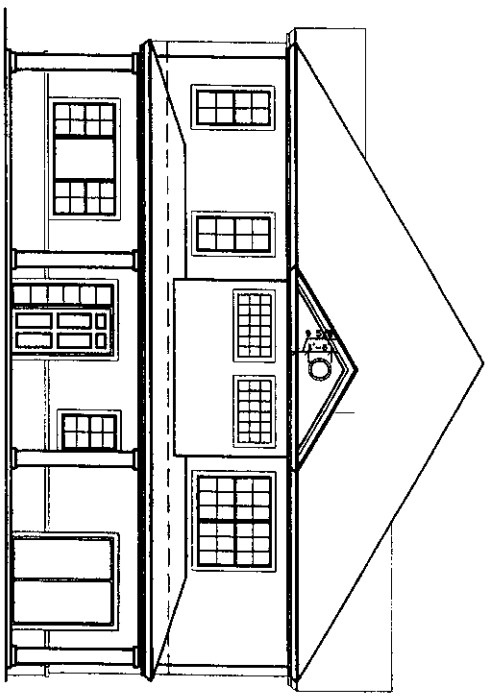
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #10

UNIT-A UNIT # 1001 UNIT-B UNIT # 1002 UNIT-C UNIT # 1003

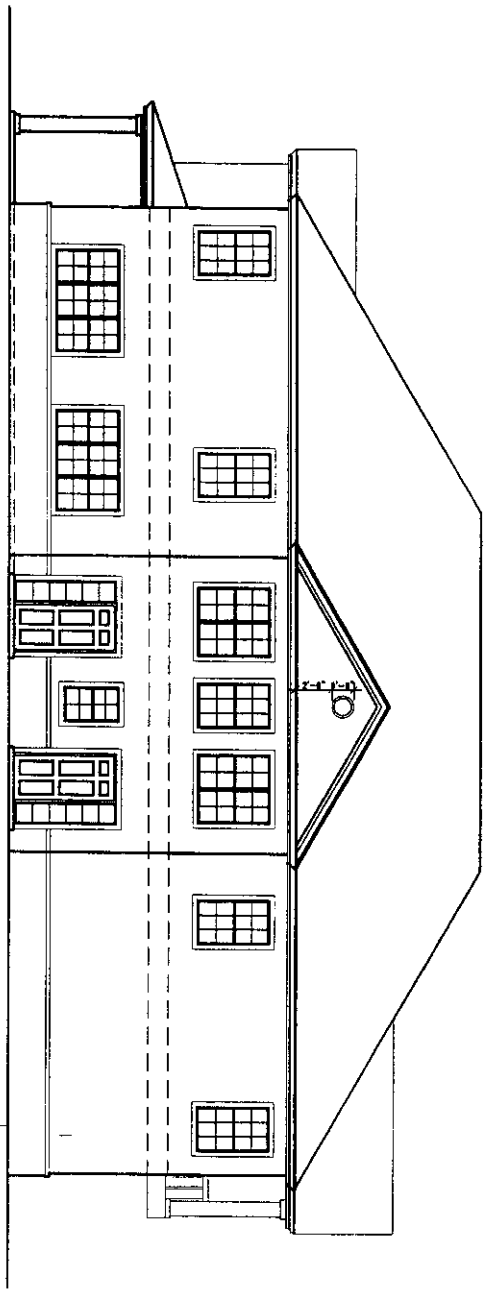
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

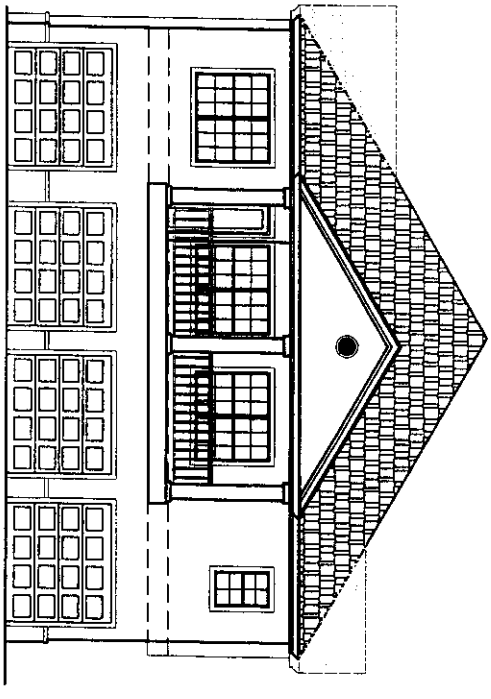
NOT TO SCALE



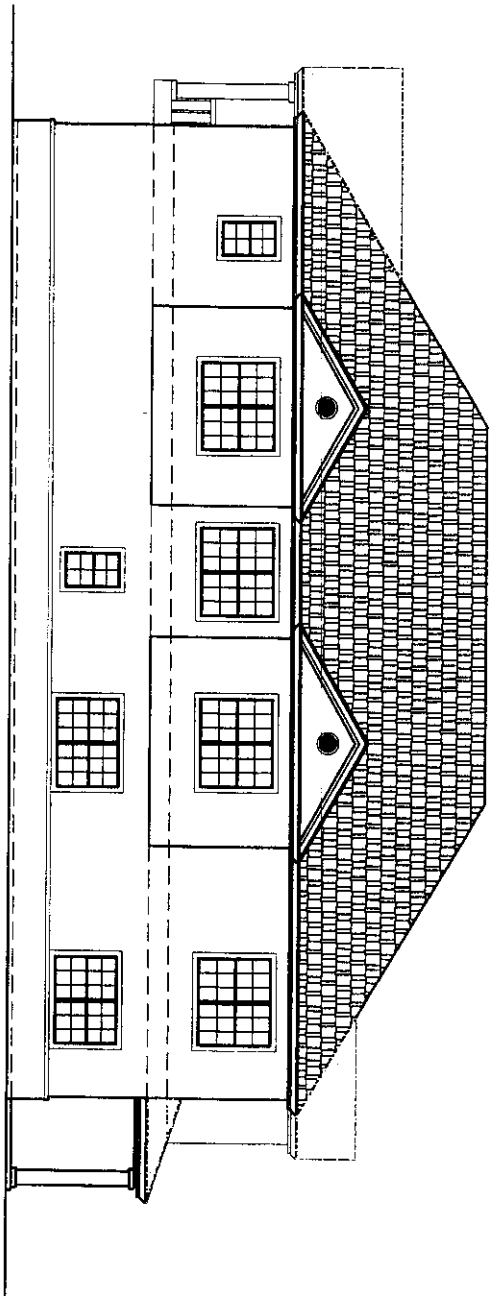
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7900 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-0668 FAX 904-730-8635



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7989 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9666 FAX 904-739-8635

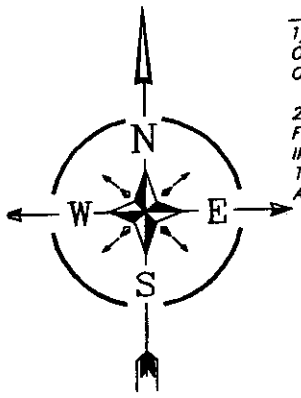
SITE PLAN OF

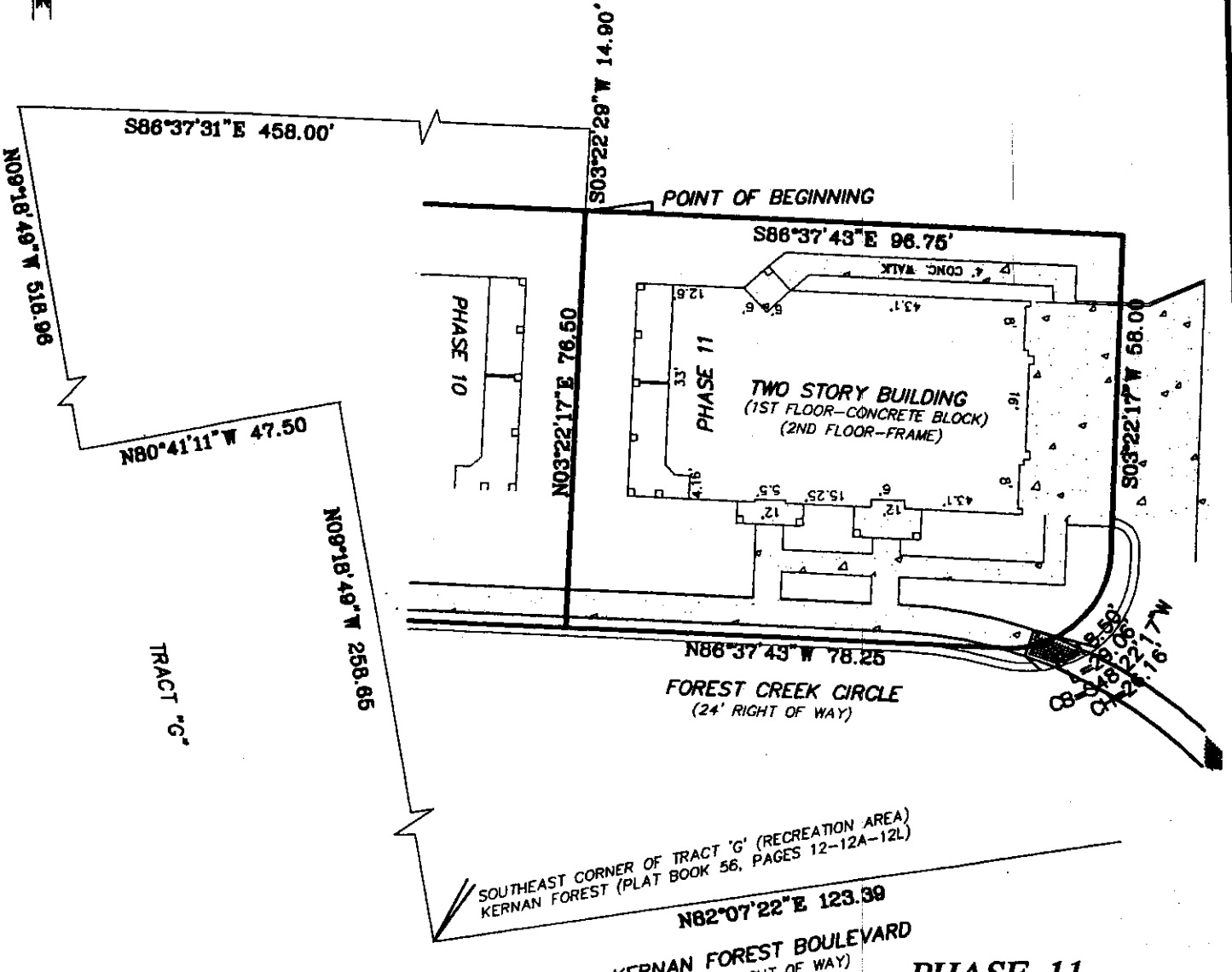
KERNAN FOREST, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 11

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 1 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2002

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 11
FOREST CREEK, A CONDOMINIUM

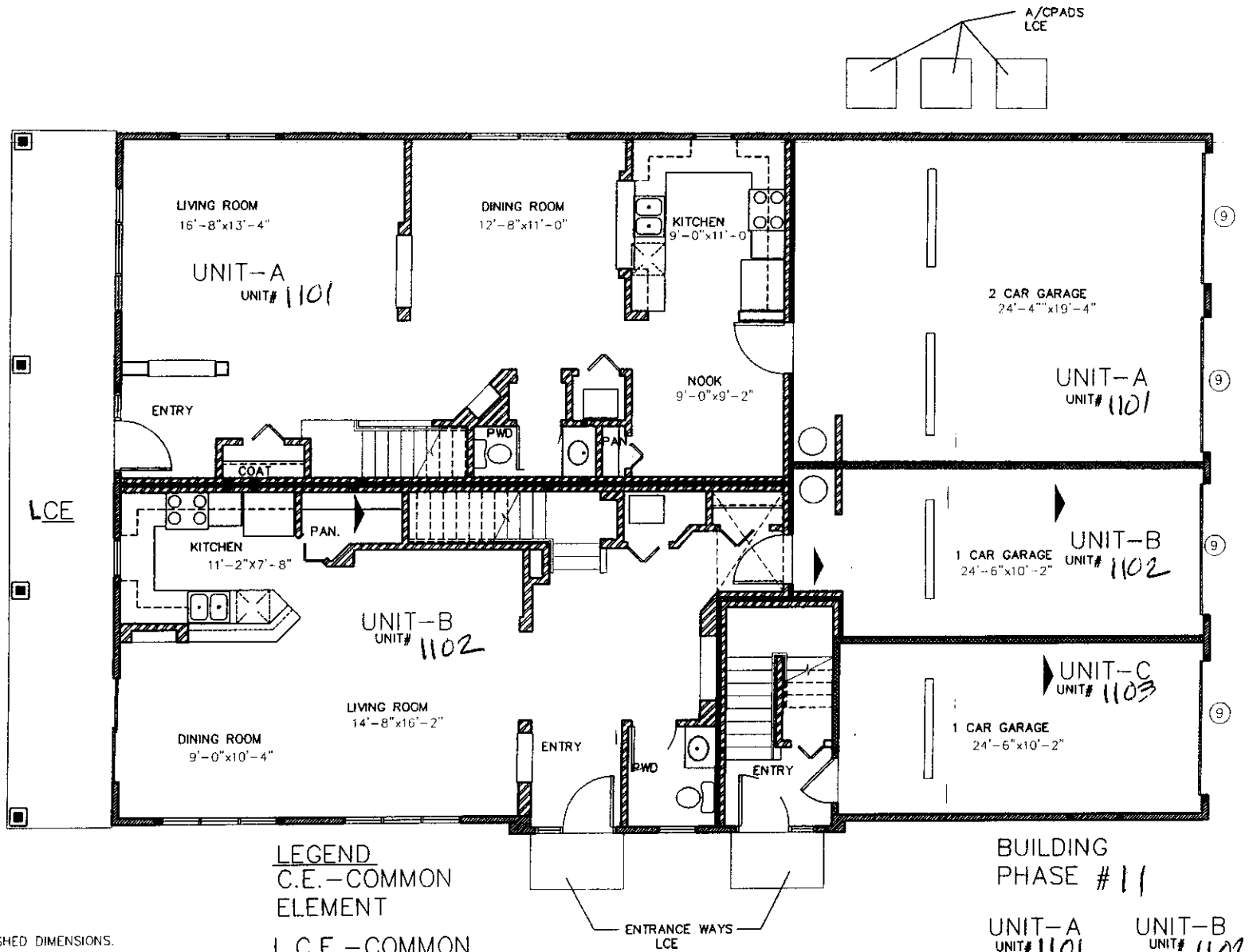
LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13 , SECTION 3, 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 REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 80°41'11" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT "G", A DISTANCE OF 47.50 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723 PAGE 316 OF THE CURRENT PUBLICE RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 09°18'49" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 518.96 FEET, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723, PAGE 316; RUN THENCE SOUTH 86°37'31"EAST, ALONG THE NORTHERLY LINE OF LAST LANDS, A DISTANCE OF 458.00 FEET, TO A POINT ; RUN THENCE SOUTH 03°22'29WEST A DISTANCE OF 14.90 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 86°37'43" EAST, A DISTANCE OF 96.75 FEET, TO POINT; RUN THENCE SOUTH 03°22'17"WEST, A DISTANCE OF 58.00 FEET, TO A POINT ; TO THE CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, CONTINUING SOUTH WEST, LAST SAID ARC BEING SUBTENED BY A CHORD BEARING AND DISTANCE OF SOUTH 48°22'17"WEST , 26.16 FEET, TO THE POINT OF SAID REVERSE CURVATURE; RUN THENCE NORTH 86°37'43" WEST , A DISTANCE OF 78.25 FEET TO A POINT ; RUN THENCE NORTH 03°22'17"EAST, A DISTANCE OF 76.50 FEET TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8,397 SQUARE FEET, MORE OR LESS AREA.



FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

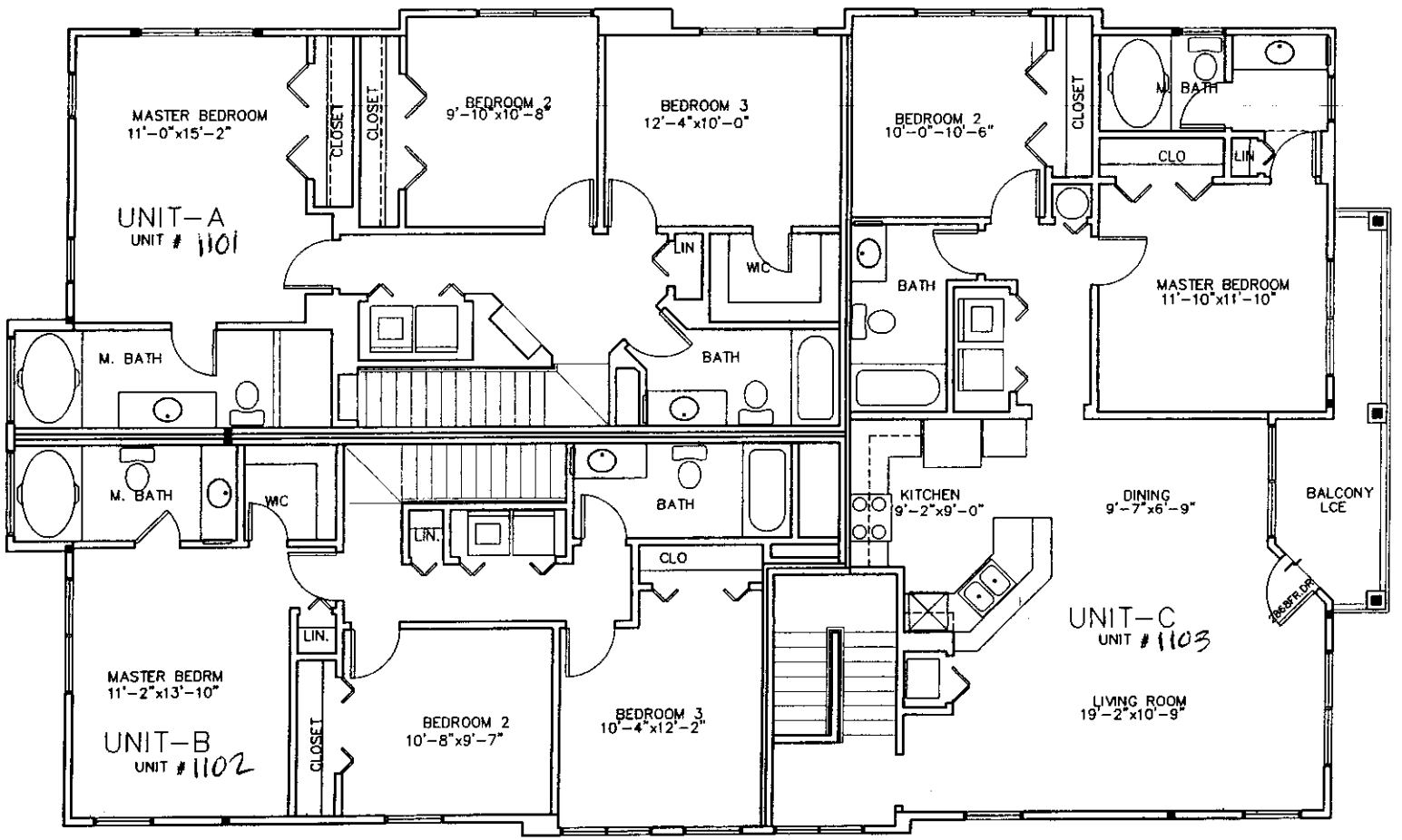
LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

ENTRANCE WAYS LCE

BUILDING PHASE #11

UNIT-A UNIT# 1101 UNIT-B UNIT# 1102 UNIT-C UNIT# 1103

DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONSMAY VARY SLIGHTLY



FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN

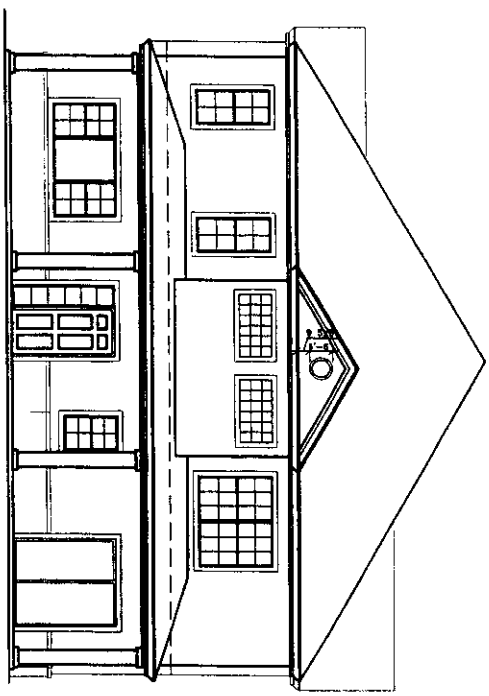
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #1

UNIT-A UNIT # 1101 UNIT-B UNIT # 1102 UNIT-C UNIT # 1103

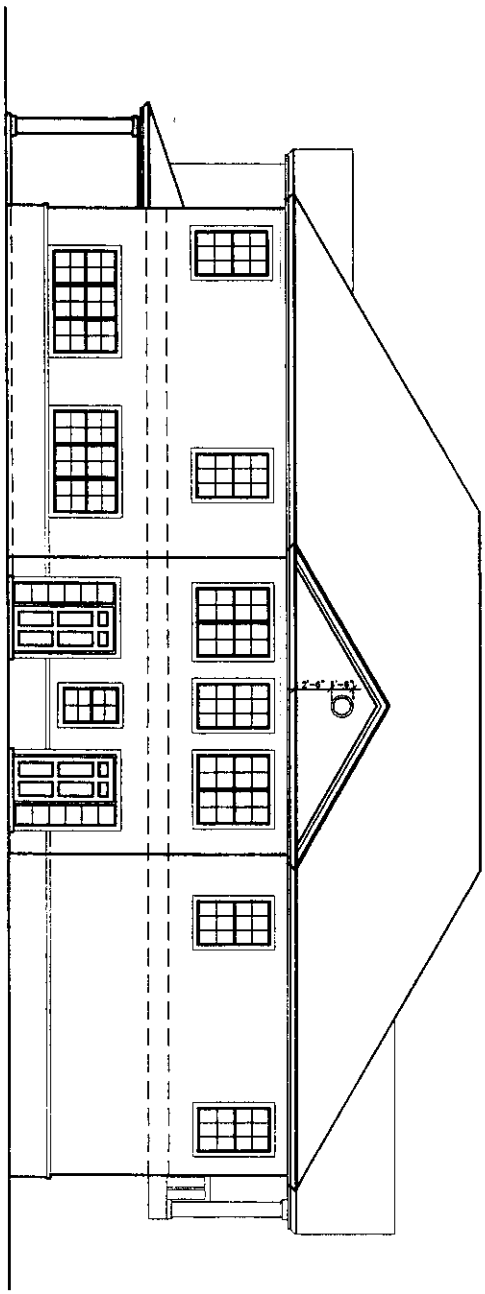
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

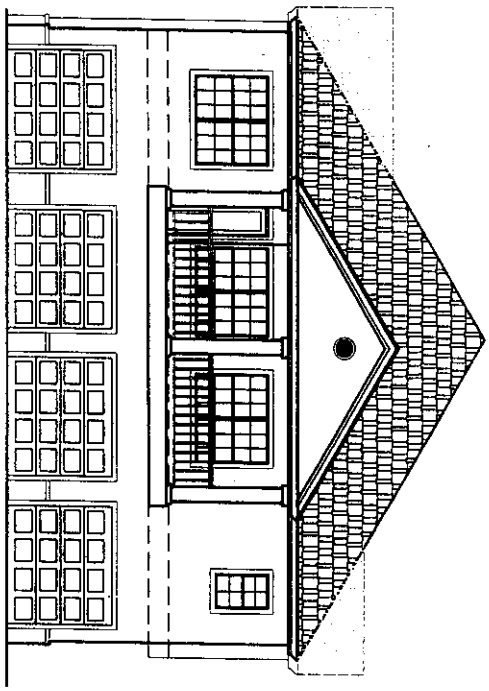
NOT TO SCALE



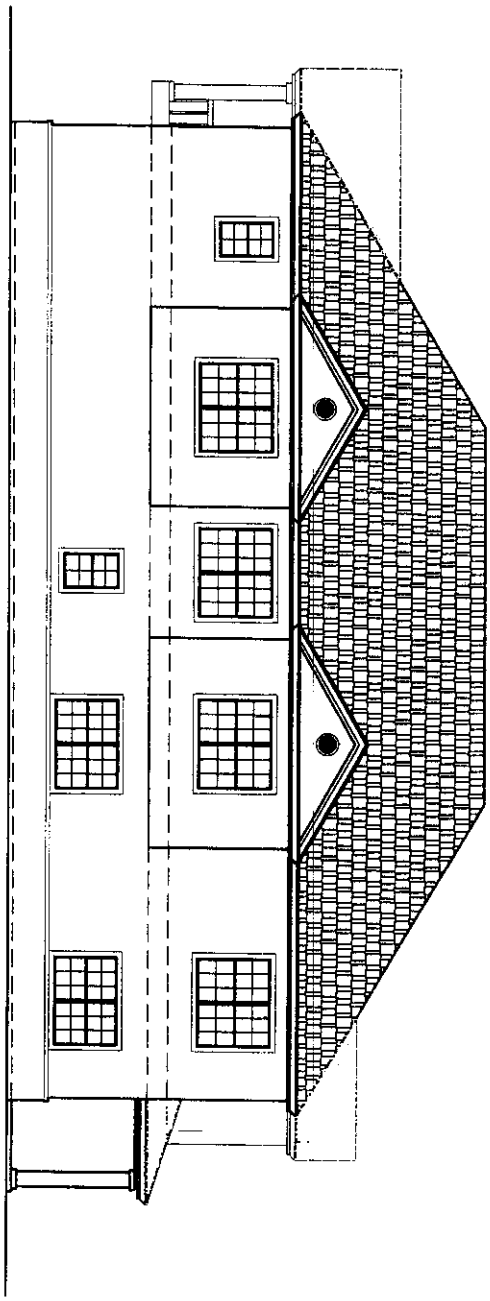
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-6635



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9988 FAX 904-739-9636

SITE PLAN OF

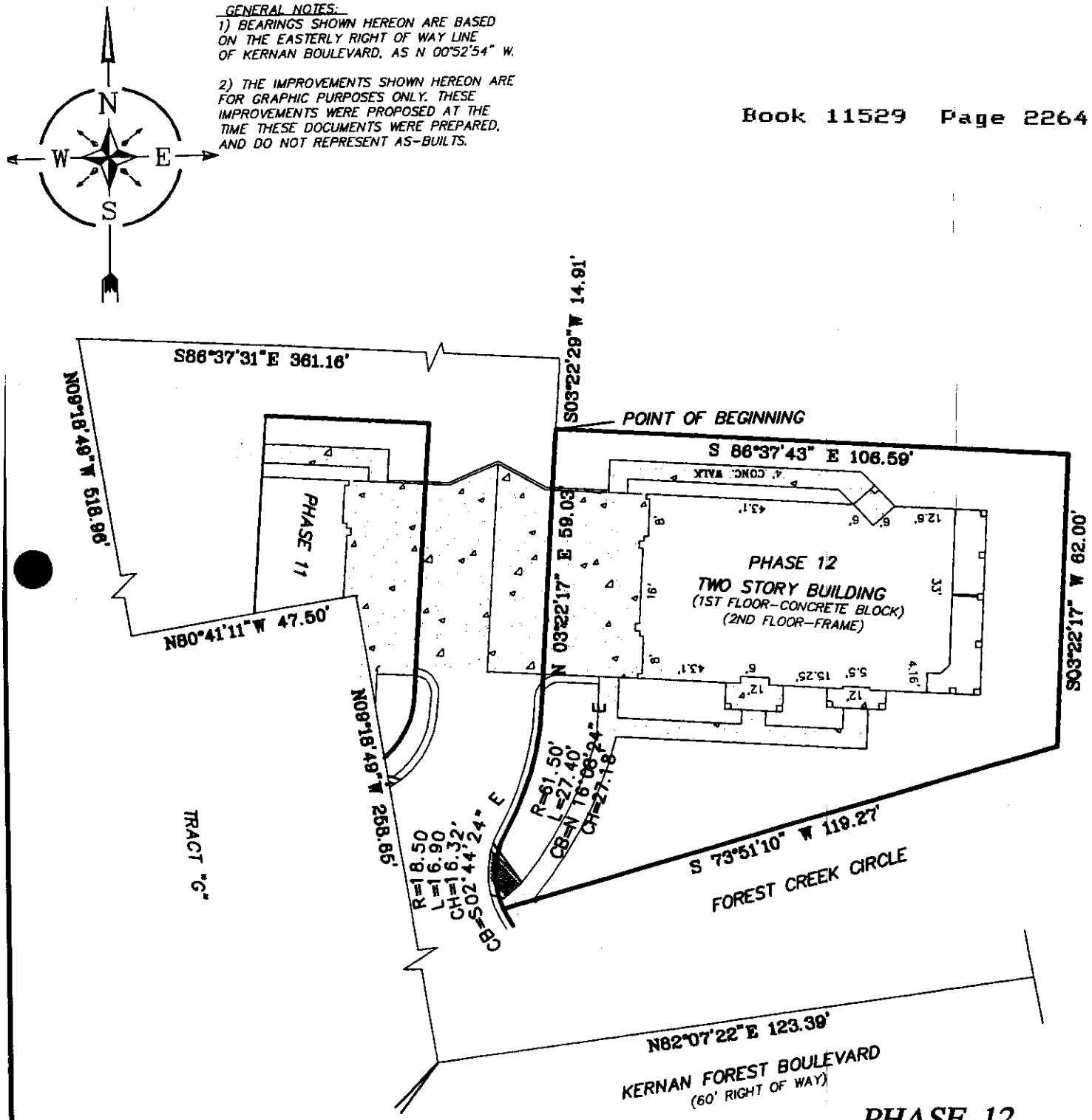
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.

Book 11529 Page 2264



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12, 12A-12L)

PHASE 12

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 12 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2002

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 12
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 12 , SECTION 3, 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 REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN THENCE NORTH 09°18'49" WEST, ALONG THE EASTERLY LINE OF SAID TRACT "G", A DISTANCE OF 258.65 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "G"; RUN THENCE NORTH 80°41'11" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT "G", A DISTANCE OF 47.50 FEET, TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10723 PAGE 316 OF THE CURRENT PUBLICE RECORDS OF SAID DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 09°18'49" WEST, ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 518.96 FEET, TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDEDN IN OFFICIAL RECORDS VOLUME 10723, PAGE 316; RUN THENCE SOUTH 86°37'31"EAST, ALONG THE NORTHERLY LINE OF LAST LANDS, A DISTANCE OF 361.16 FEET, TO A POINT ; RUN THENCE SOUTH 03°22'29WEST A DISTANCE OF 14.91 FEET, TO THE **POINT OF BEGINNING**.

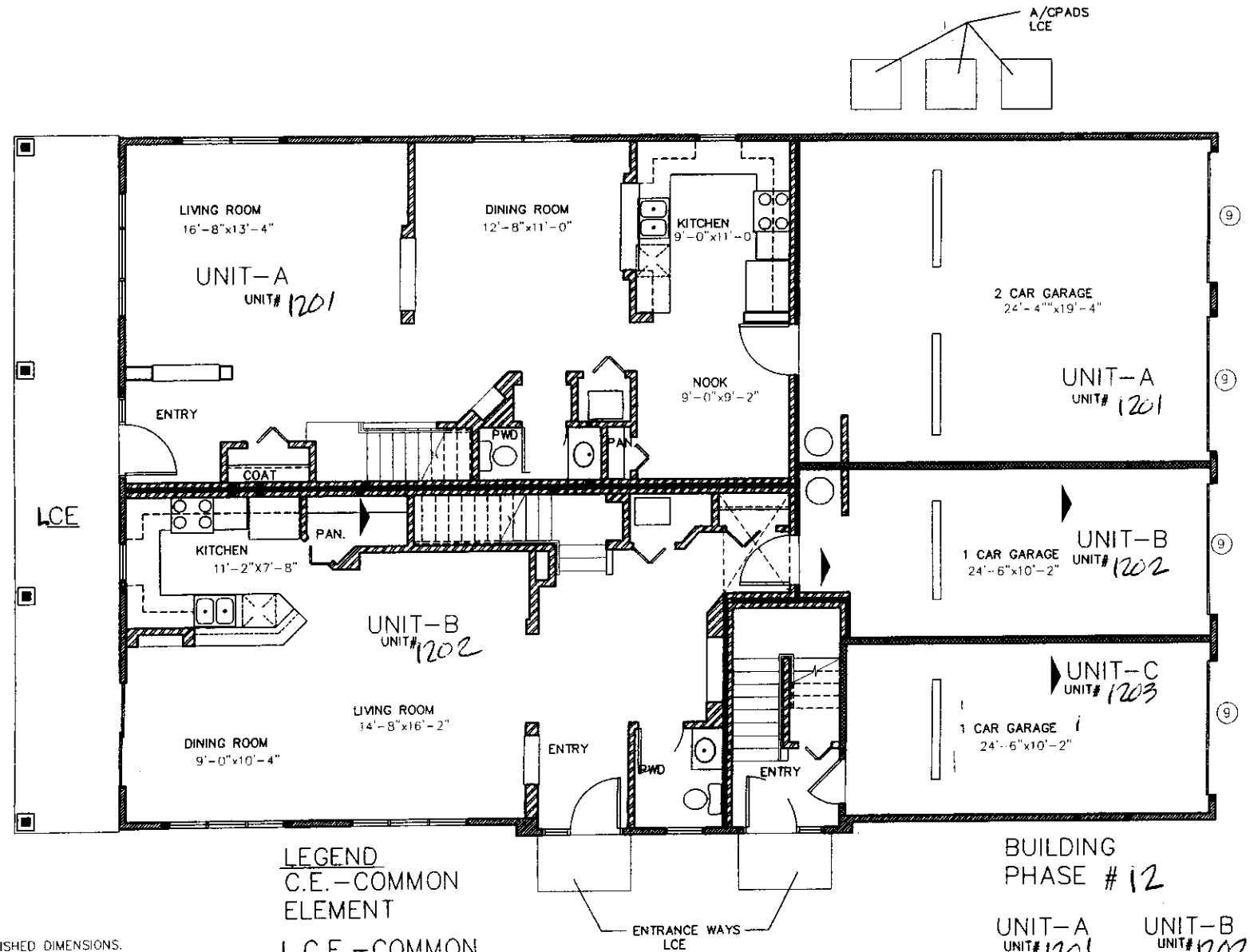
FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE SOUTH 86°37'43" EAST, A DISTANCE OF 106.59 FEET, TO POINT A POINT A POINT ; RUN THENCE SOUTH 03°22'17"WEST, A DISTANCE OF 62.00 FEET, TO A POINT ; RUN THENCE SOUTH 73°51'10"WEST , A DISTANCE OF 119.27 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHWESTLY; RUN THENCE SOUTHWESTLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF16.32 FEET, TO POINT OF REVERSE CURVATURE, OF A CURVE, CONTINUING SOUTHERLY, LAST SAID ARC BEING SUBTENED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°44'24"EAST, 16.32 FEET, TO THE POINT OF SAID REVERSE CURVATURE; RUN THENCE SOUTHERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS 61.50 FEET, AND ARC DISTANCE OF 27.40 FEET, TO THE POINT OF TANGENCY OF LAST SAID

CURVE , LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°08'24" EAST, 27.18 FEET TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8,397 SQUARE FEET, MORE OR LESS AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

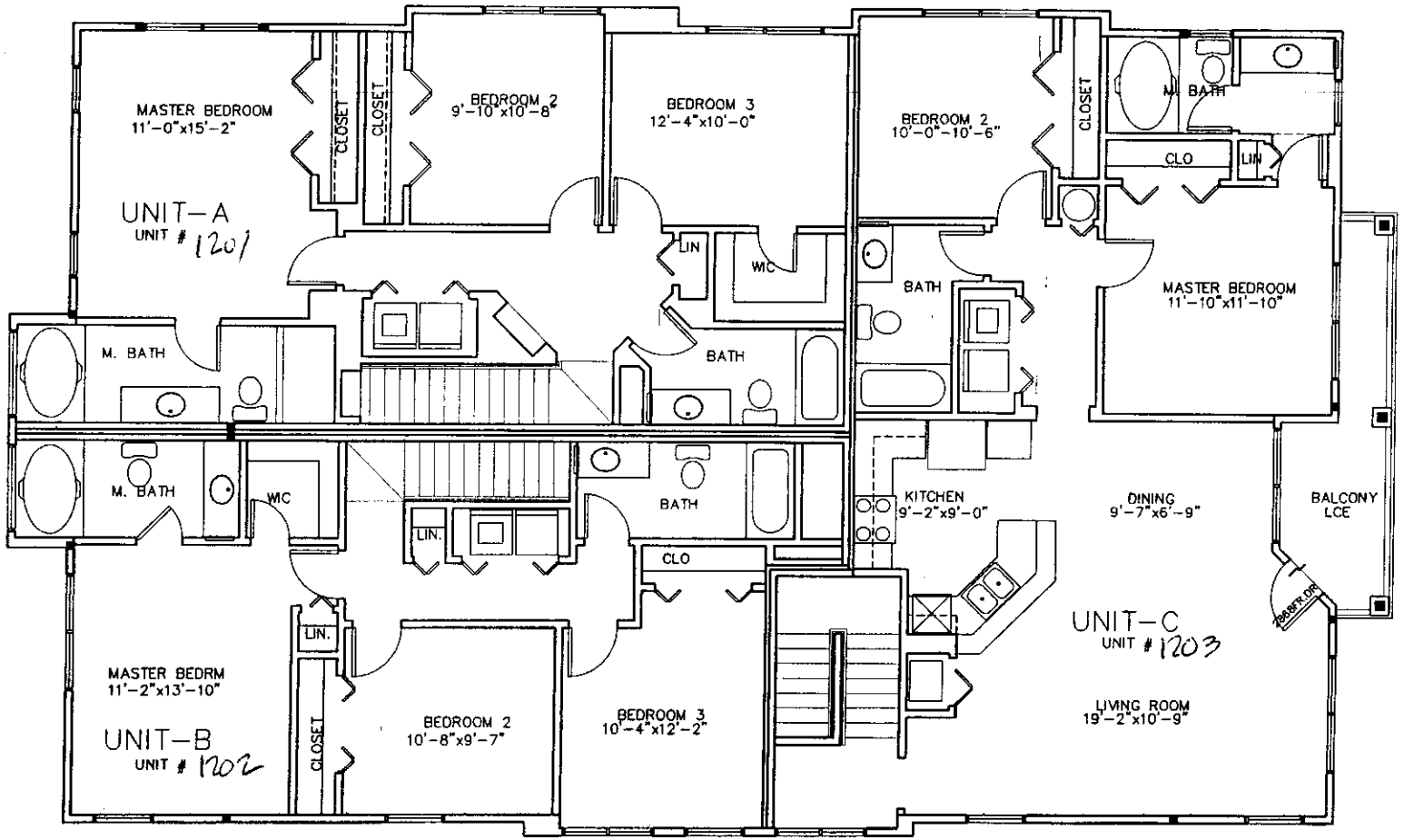
DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

BUILDING PHASE # 12

UNIT-A UNIT# 1201 UNIT-B UNIT# 1202 UNIT-C UNIT# 1203

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #12

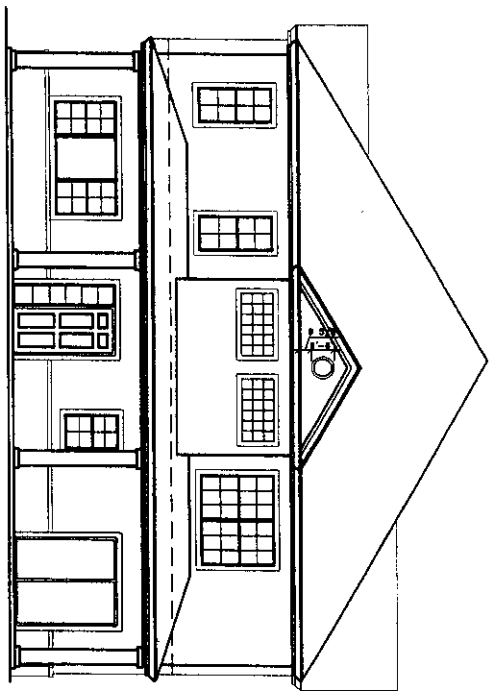
UNIT-A UNIT # 1201

UNIT-B UNIT # 1202

UNIT-C UNIT # 1203

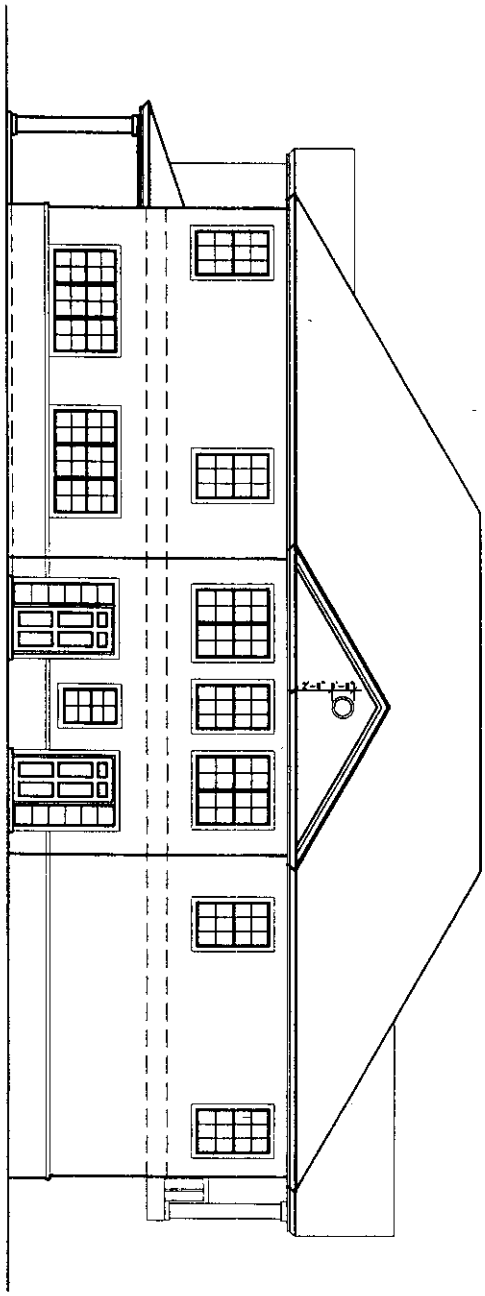
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

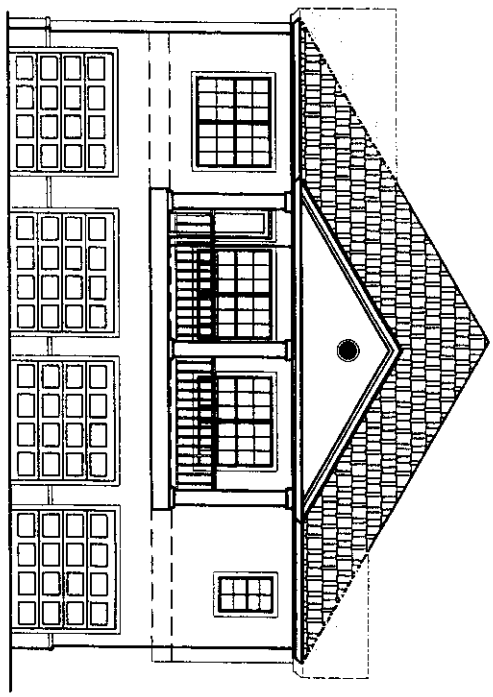
NOT TO SCALE



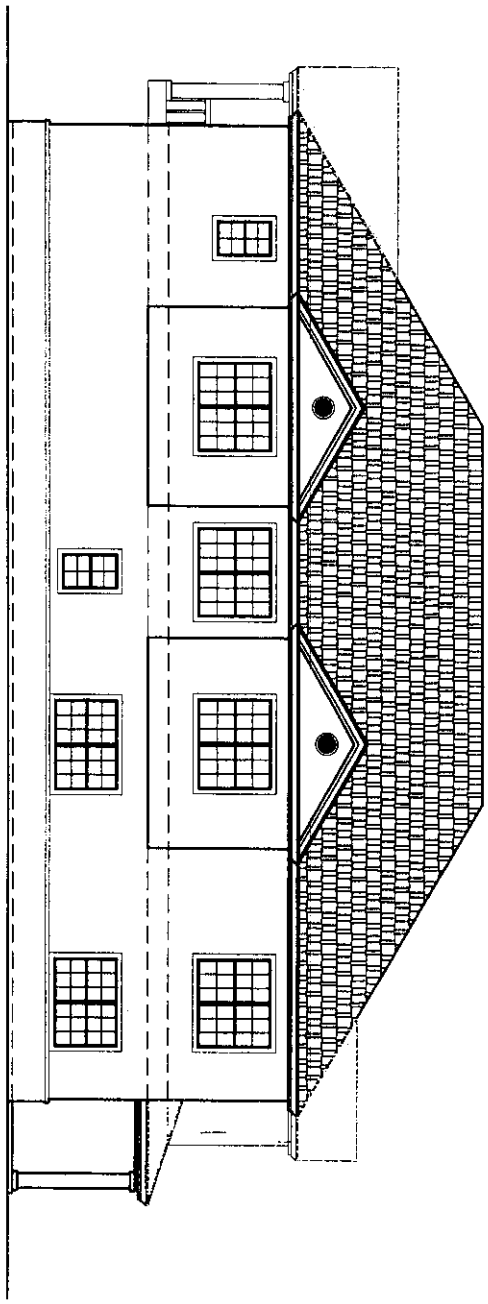
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9668 FAX 904-730-6636



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION
ELEVATIONS

PROJECT
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9998 FAX 904-739-8838

SITE PLAN OF

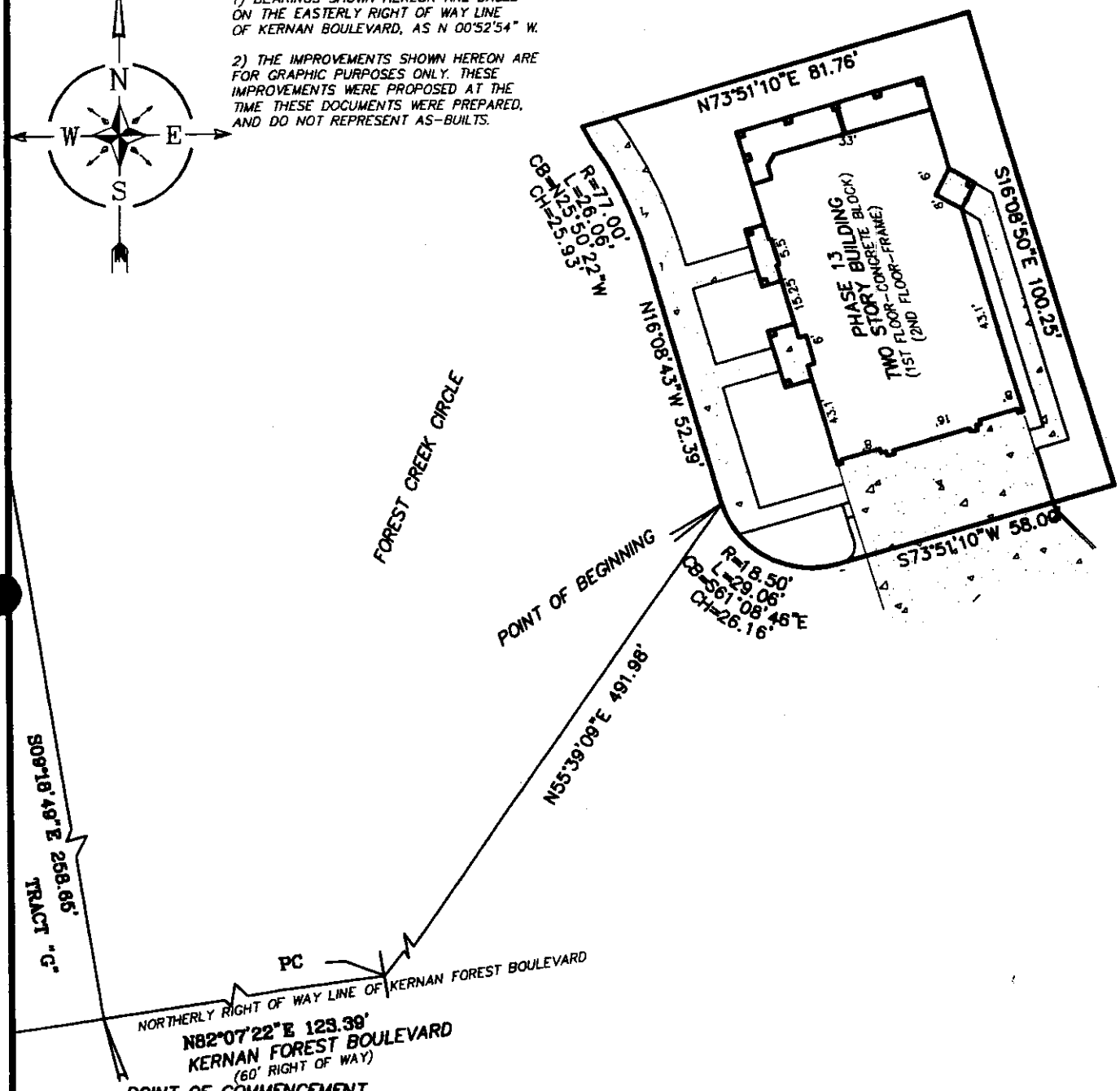
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

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2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 13

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 13 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
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FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 13
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

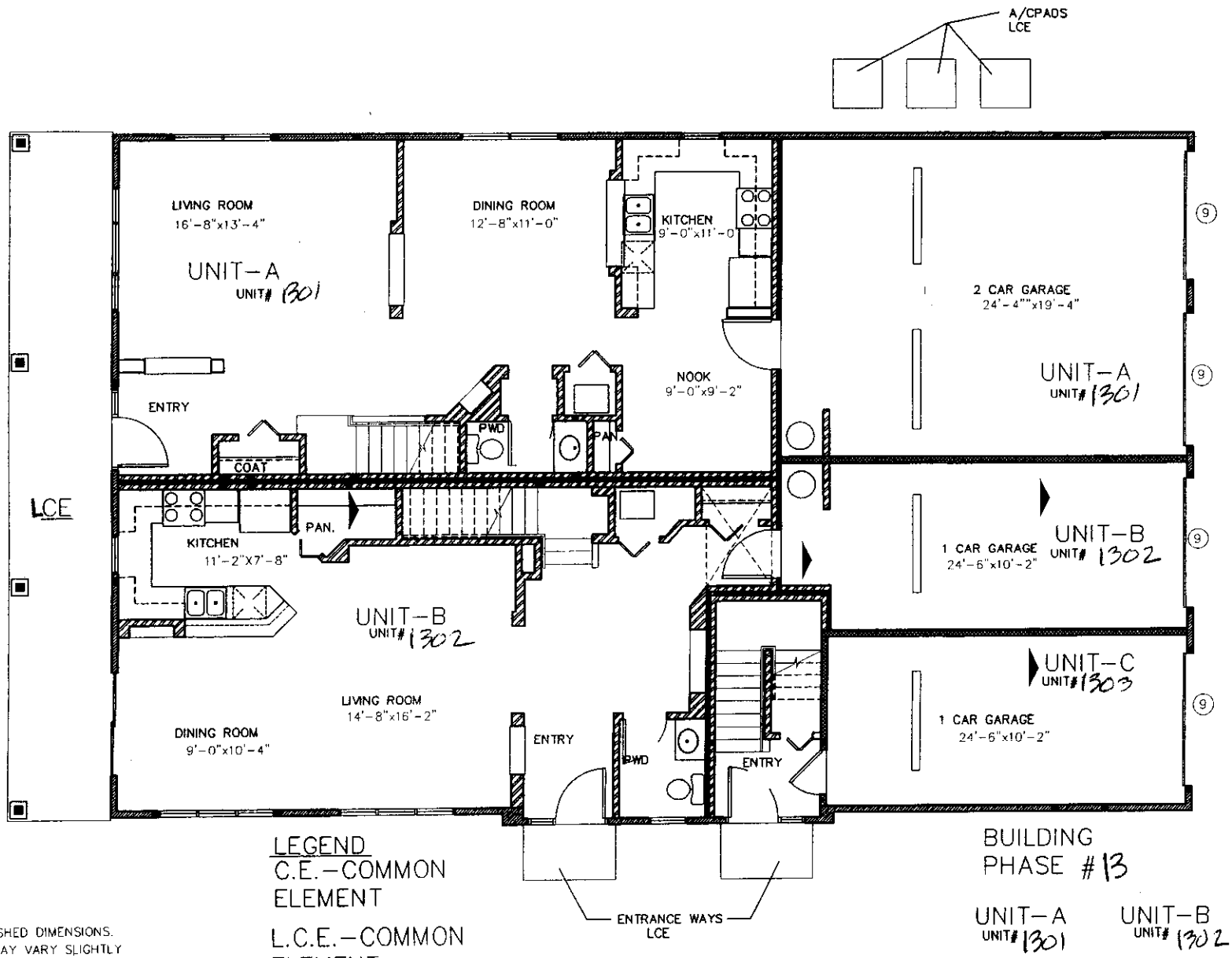
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 55°39'09" EAST, A DISTANCE OF 491.98 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 16°08'43" WEST, A DISTANCE OF 52.39 FEET, TO A POINT ON A CURVE WITH RADIUS OF 77.00 FEET WITH ARC OF 26.06' WITH A CHORD BEARING NORTH 25°50'22" WEST, A DISTANCE OF 25.93 FEET; TO A POINT RUN THENCE NORTH 73°51'10" EAST, A DISTANCE OF 81.76 FEET; TO A POINT RUN THENCE SOUTH 16°08'50" EAST, A DISTANCE OF 100.25 FEET; TO A POINT RUN THENCE SOUTH 73°51'10"WEST, A DISTANCE 58.00 FEET; TO A POINT ON A CURVE WITH A RADIUS OF 18.50 FEET WITH ARC 29.06 FEET WITH CHORD BEARING OF SOUTH 61°08'46"EAST, A DISTANCE OF 26.16 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

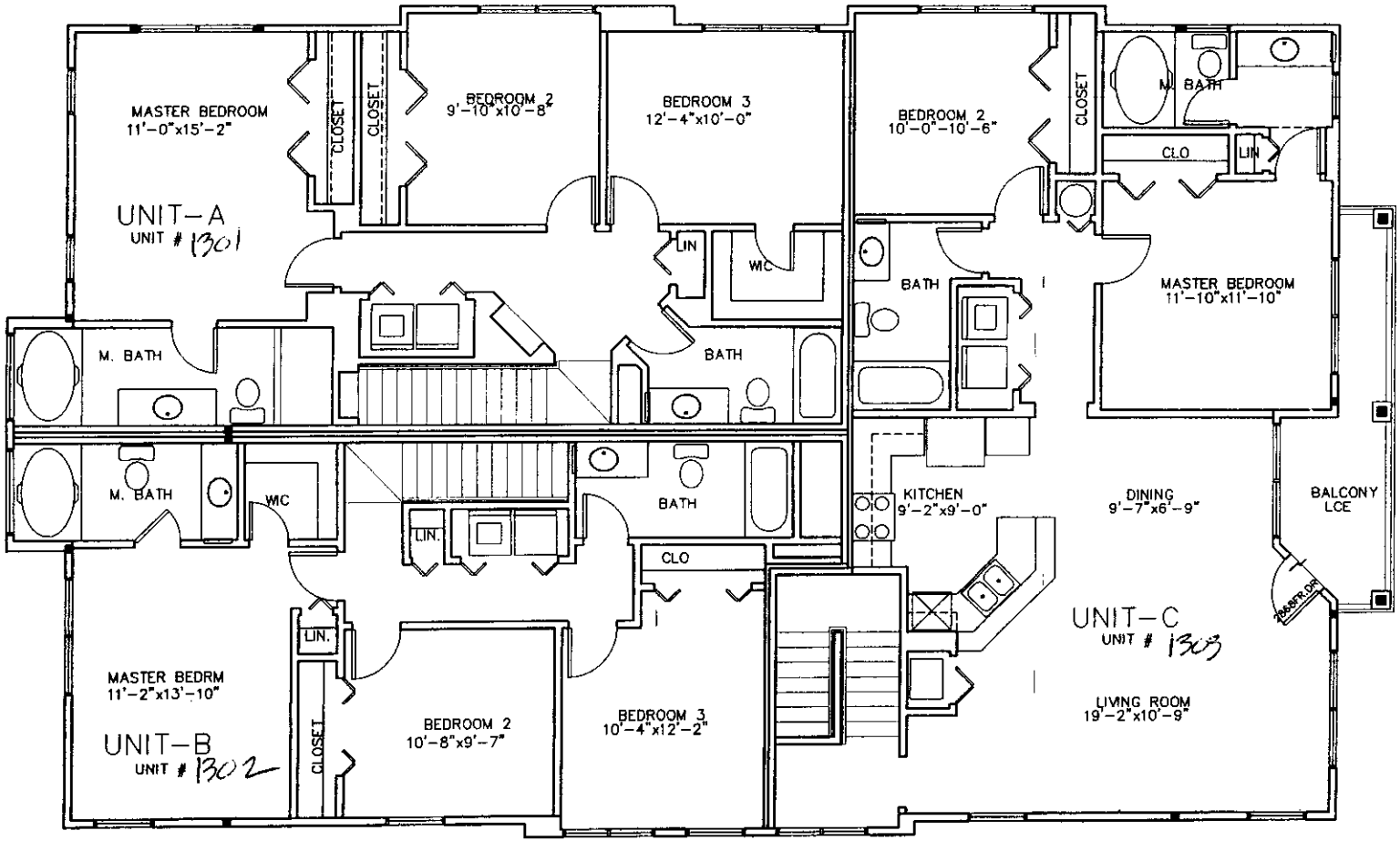
BUILDING PHASE #13

UNIT–A UNIT# 1301 UNIT–B UNIT# 1302 UNIT–C UNIT# 1303

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



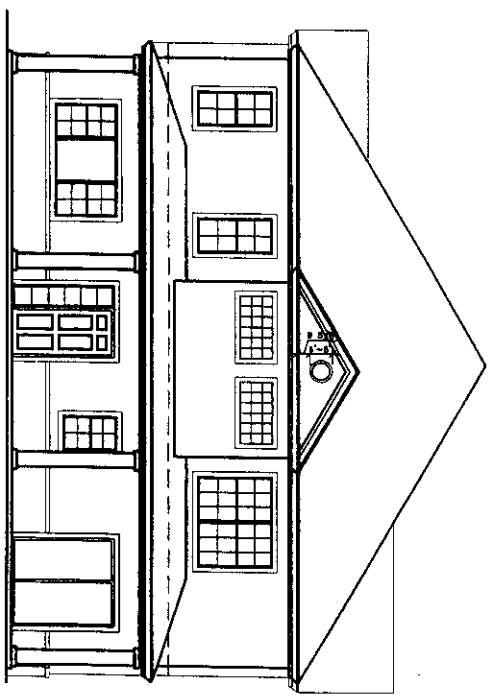
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #13

UNIT-A UNIT #1301 UNIT-B UNIT #1302 UNIT-C UNIT #1303

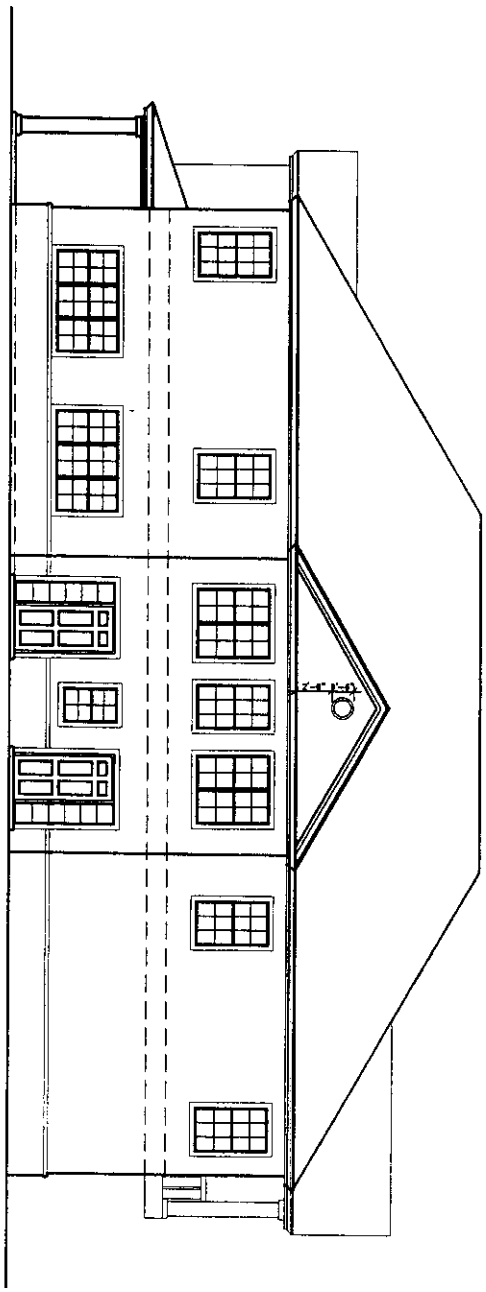
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

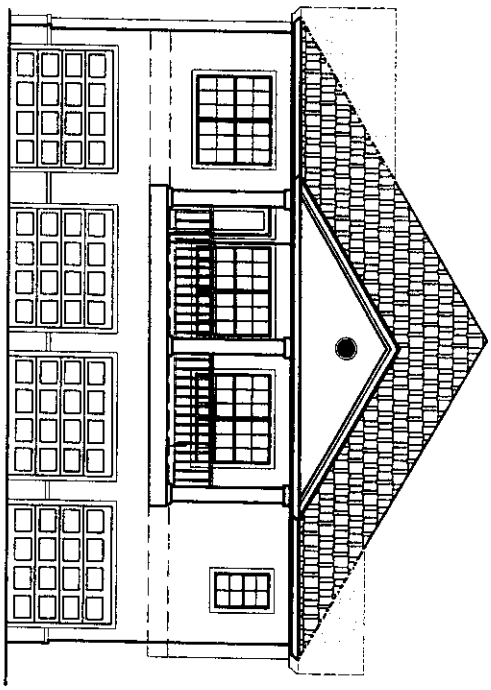
NOT TO SCALE



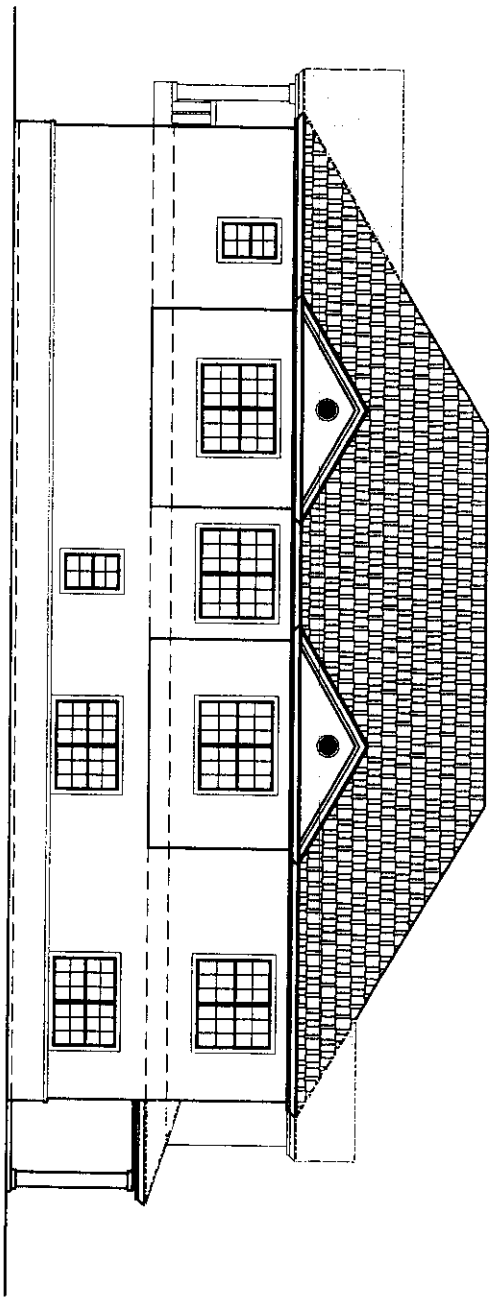
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9959 FAX 904-739-9535



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

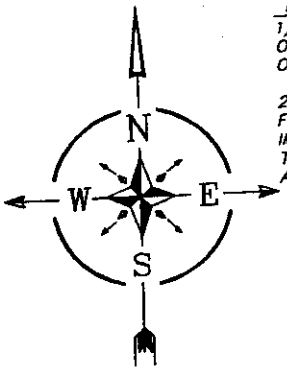
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7969 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-8888 FAX 904-739-8535

SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

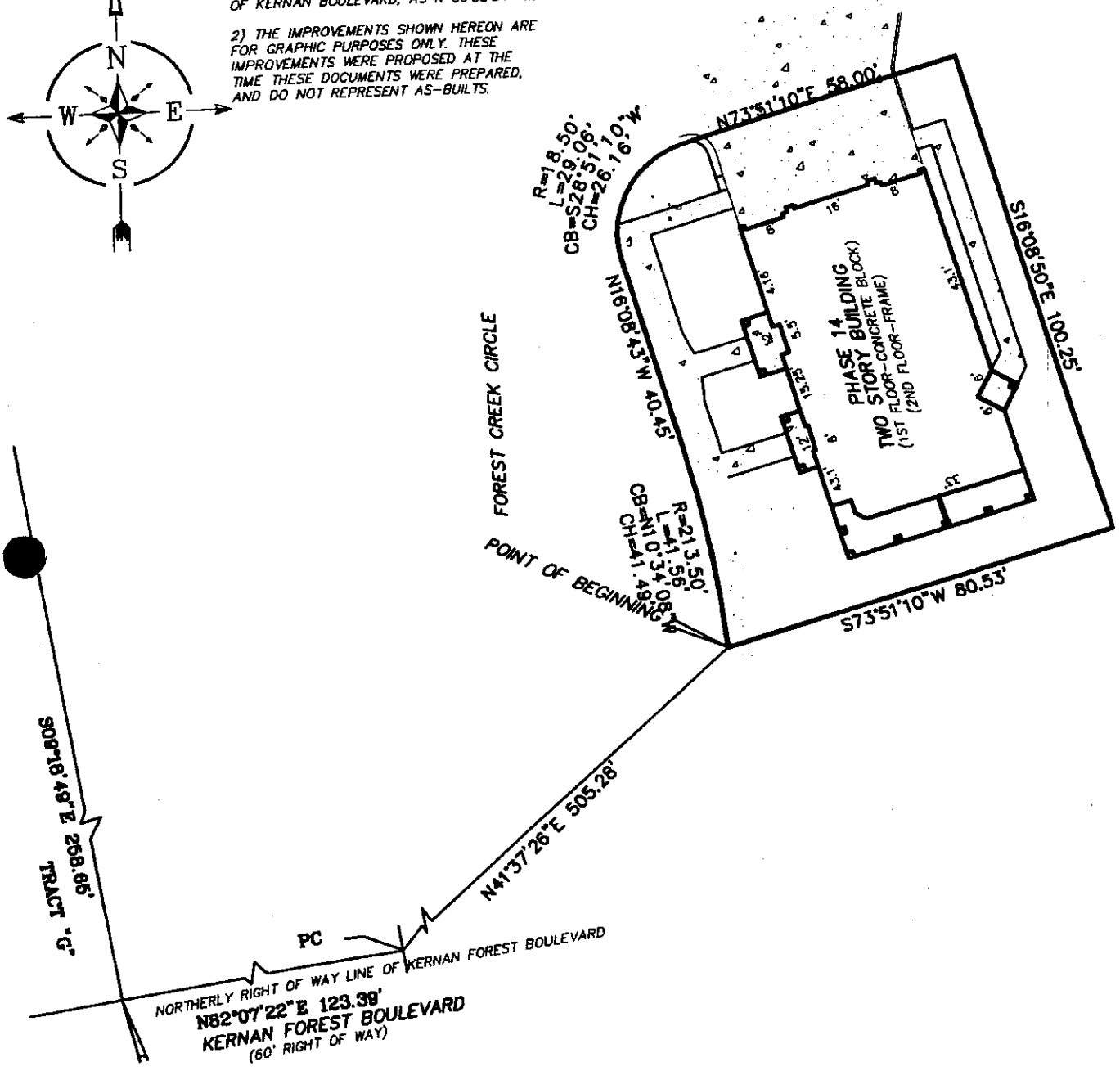
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 14

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

PHASE 14 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 14
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

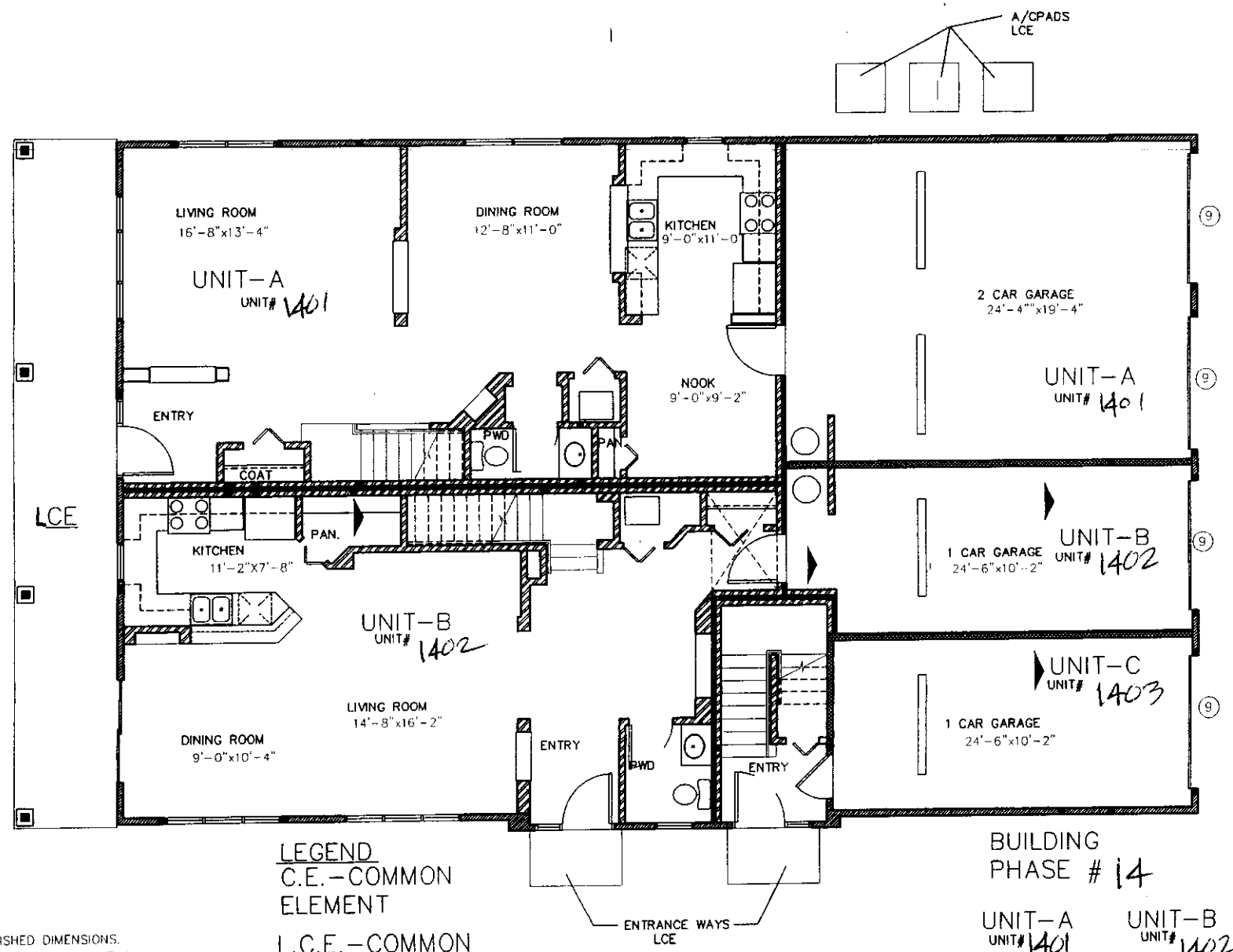
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 41°37'26" EAST, A DISTANCE OF 505.28 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, TO A POINT ON A CURVE WITH RADIUS OF 213.50 FEET WITH ARC LENGTH OF 41.56' WITH A CHORD BEARING OF NORTH 10°34'08"WEST, A DISTANCE OF 41.49 FEET; TO A POINT, RUN THENCE NORTH 16°08'43"WEST, A DISTANCE OF 40.45 FEET; TO POINT ON A CURVE WITH RADIUS OF 18.50 FEET WITH ARC LENGTH OF 29.06 FEET, WITH CHORD BEARING OF SOUTH 28°51'10"WEST, A DISTANCE OF 26.16 FEET; TO A POINT RUN THENCE NORTH 73°51'10"EAST, A DISTANCE OF 58.00 FEET ; TO A POINT RUN THENCE SOUTH 16°08'50"EAST, A DISTANCE OF 100.25 FEET; TO A POINT , RUN THENCE SOUTH 73°51'10"WEST, A DISTANCE OF 80.53 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

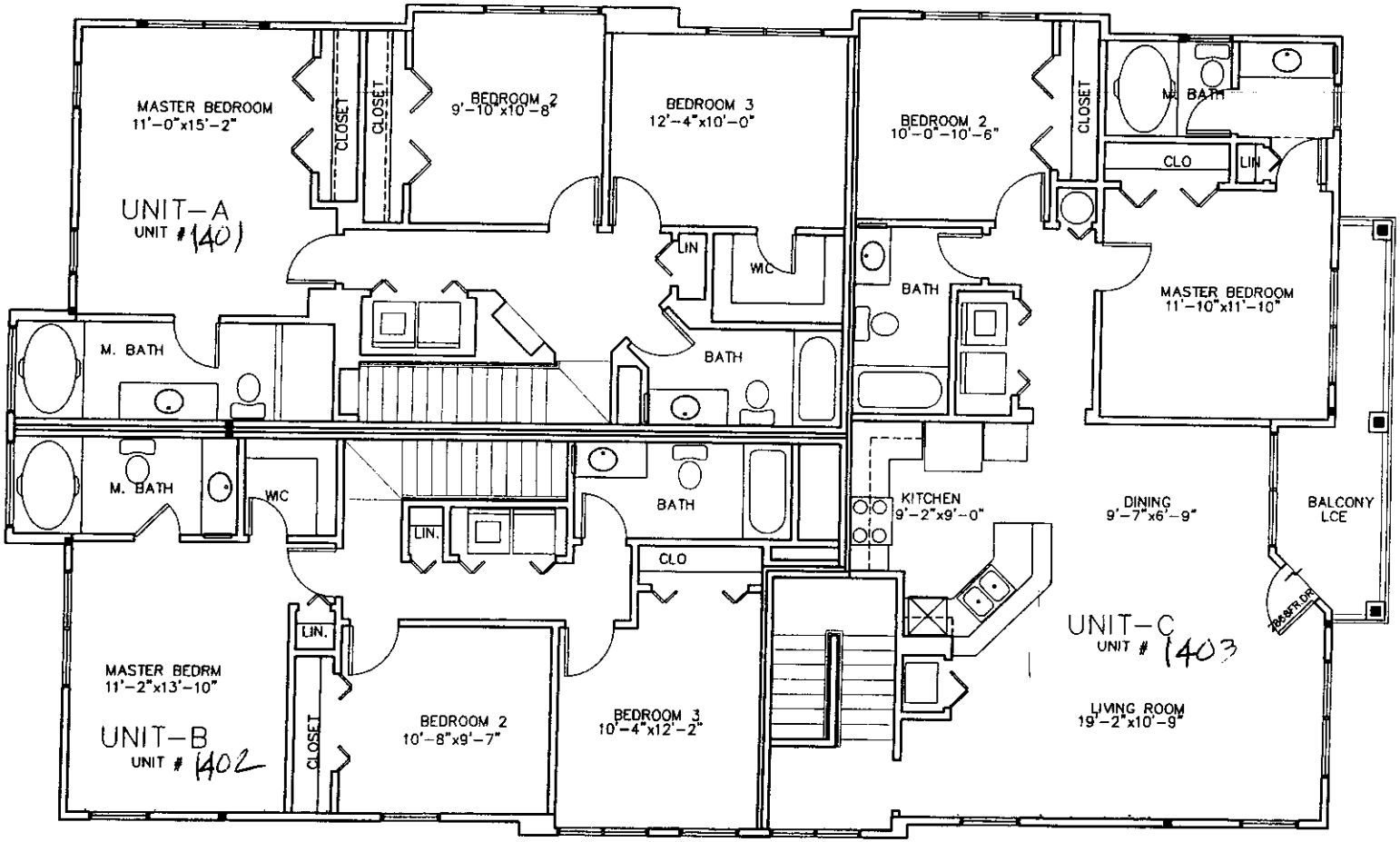
BUILDING PHASE # 14

UNIT-A UNIT# 1401 UNIT-B UNIT# 1402 UNIT-C UNIT# 1403

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 14

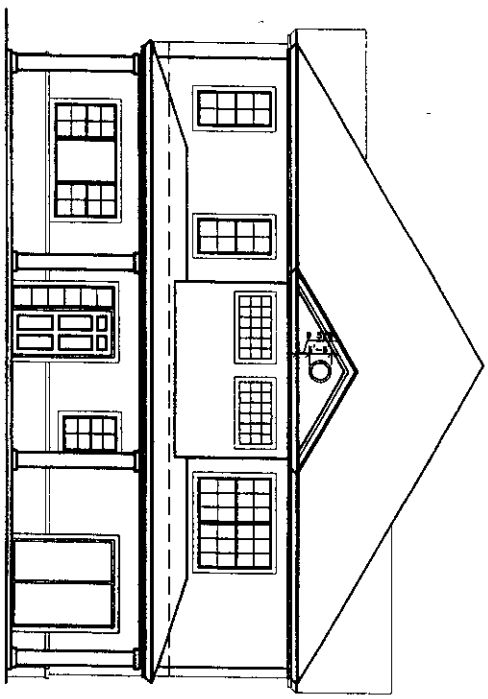
UNIT-A UNIT # 1401

UNIT-B UNIT # 1402

UNIT-C UNIT # 1403

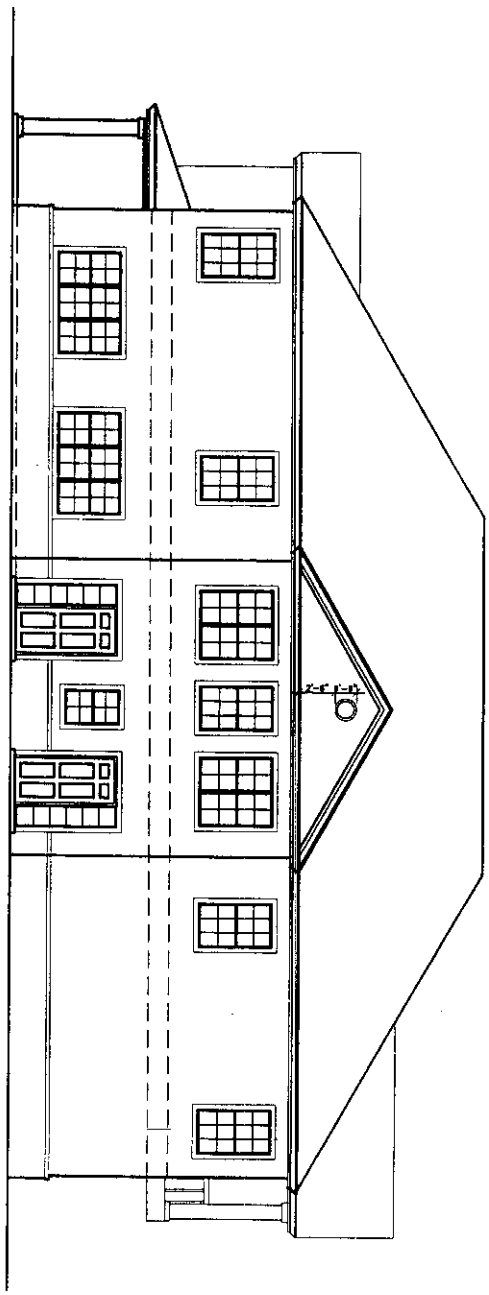
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

NOT TO SCALE

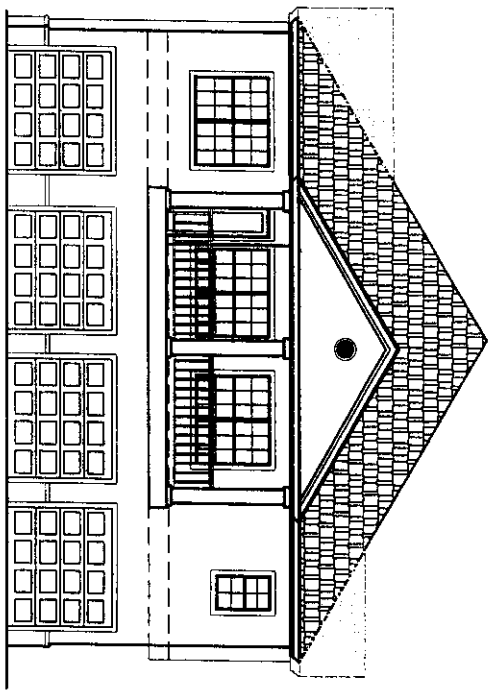


RIGHT ELEVATION

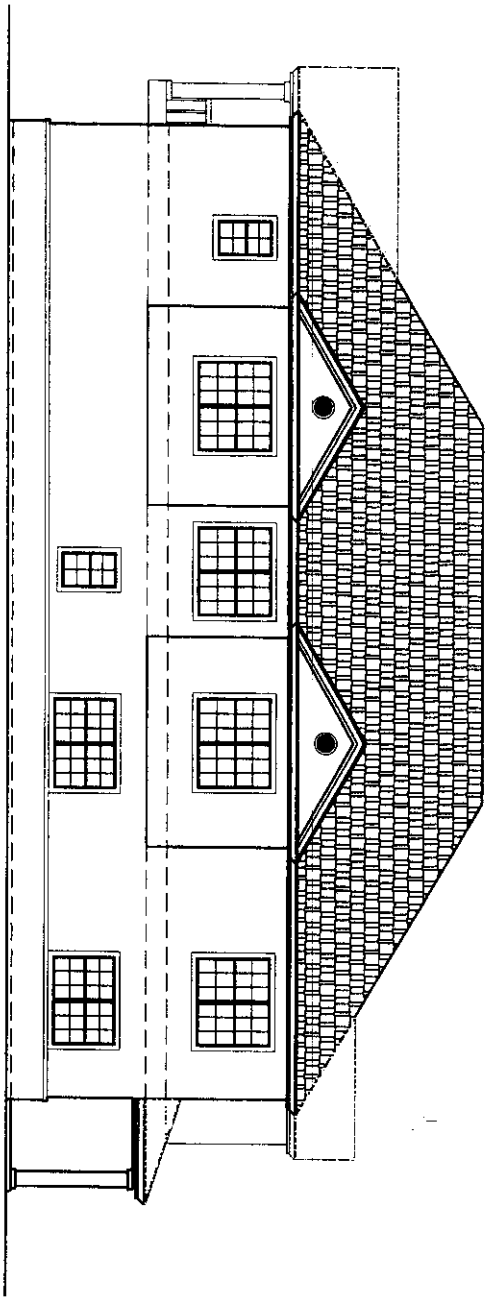
NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-8838	

REAR ELEVATION



LEFT ELEVATION



A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9988 FAX 904-739-8636

SITE PLAN OF

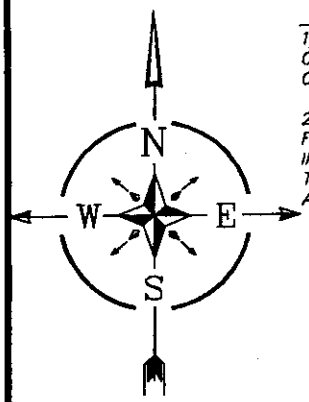
FOREST CREEK, A CONDOMINIUM

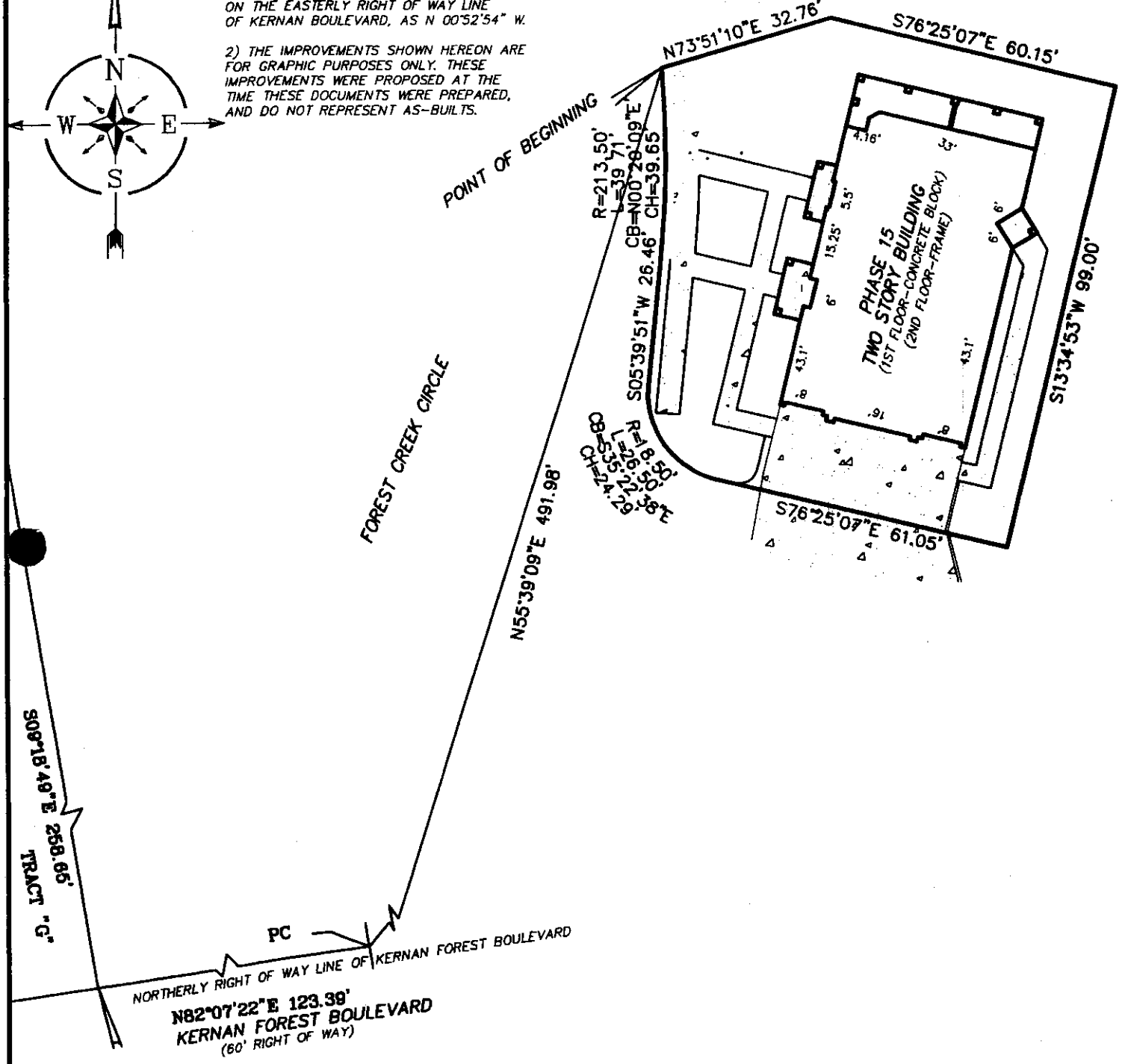
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 15

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 15 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 15
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

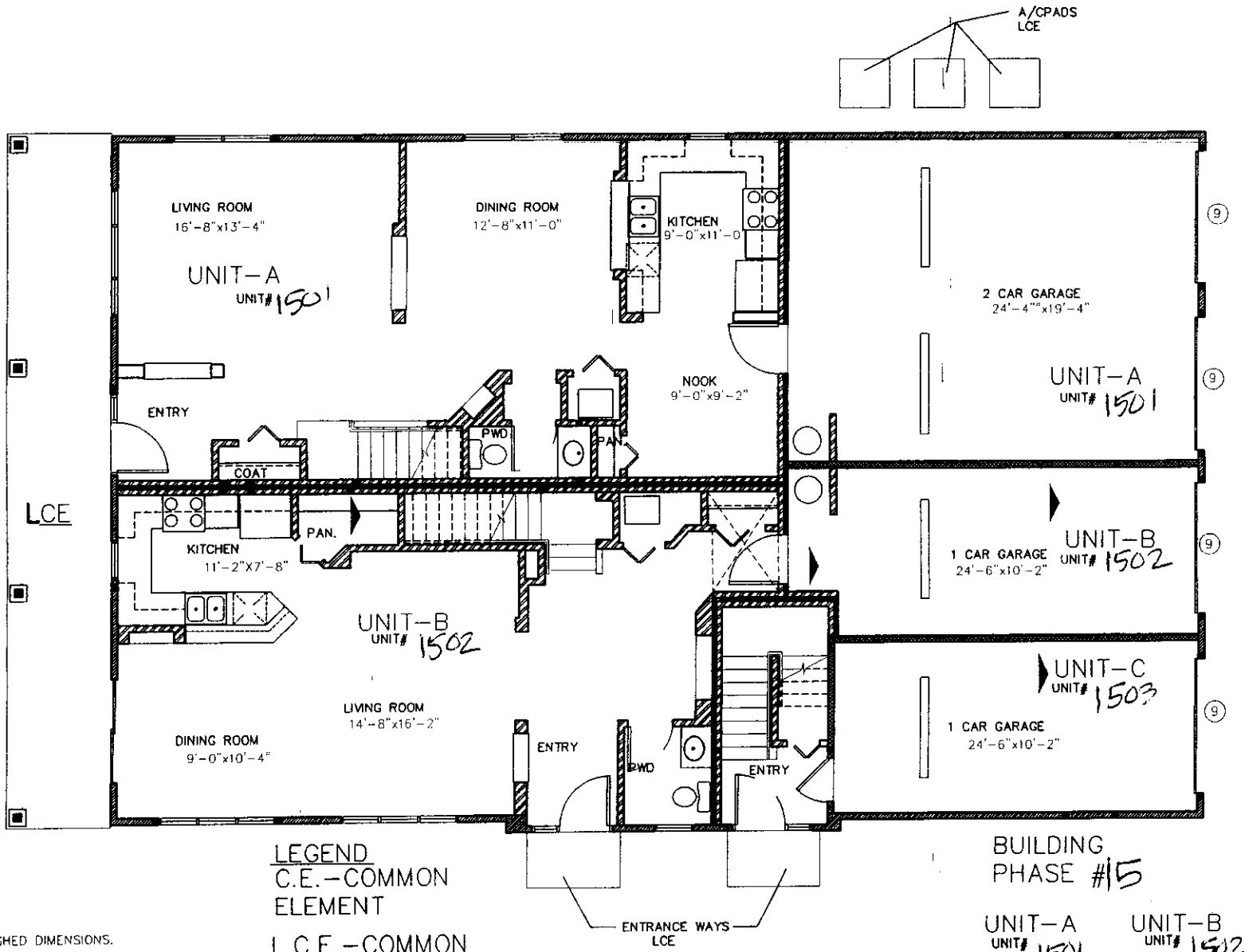
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 55°39'09" EAST, A DISTANCE OF 491.98 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 73°51'10" EAST, A DISTANCE OF 32.76 FEET, TO A POINT; RUN THENCE SOUTH 76°25'07" EAST, A DISTANCE OF 60.15 FEET, TO A POINT; RUN THENCE SOUTH 13°34'53" WEST, A DISTANCE OF 99.00 FEET, TO THE POINT ; RUN THENCE SOUTH 76°25'07"EAST, A DISTANCE OF 61.05 FEET TO A POINT ON A CURVE WITH A RADIUS OF 18.50 FEET WITH ARC LENGTH OF 26.50 FEET WITH A CHORD BEARING OF SOUTH 35°22'38"EAST, A DISTANCE OF 24.29 FEET; TO A POINT; RUN THENCE SOUTH 05°39'51"WEST, A DISTANCE OF 26.46 FEET; TO A POINT ON A CURVE WITH A RADIUS OF 213.50 FEET WITH A ARC LENGTH OF 39.71 FEET WITH A CHORD BEARING OF NORTH 00°28'09"EAST, A DISTANCE OF 39.65 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

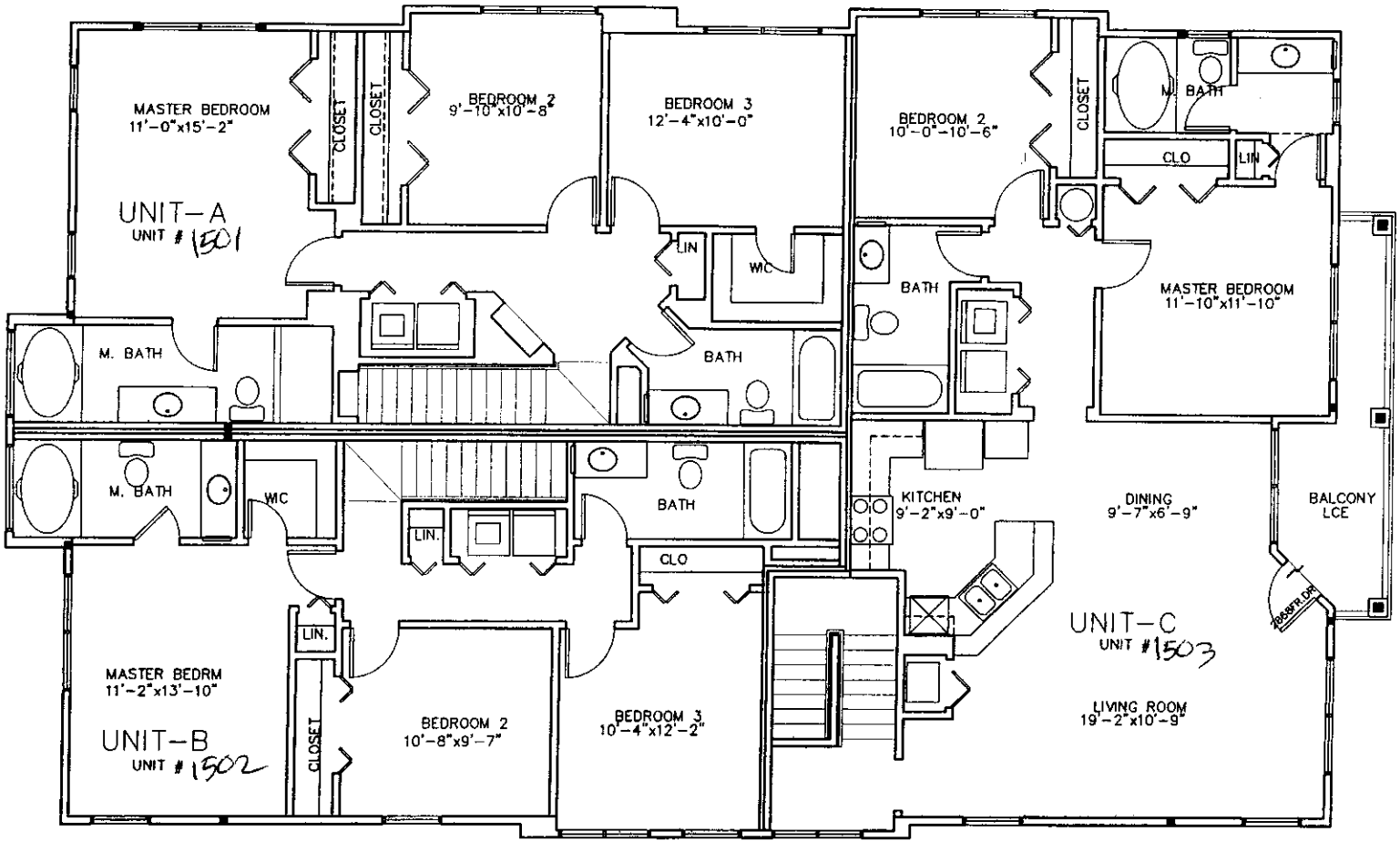
BUILDING PHASE #15

UNIT-A UNIT# 1501 UNIT-B UNIT# 1502 UNIT-C UNIT# 1503

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



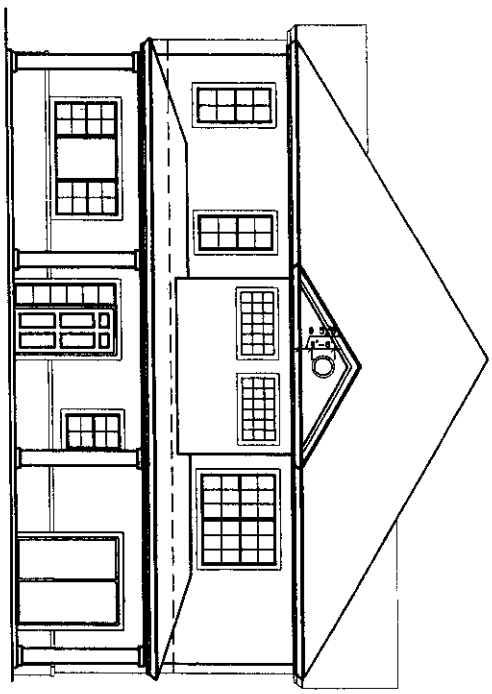
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #15

UNIT-A UNIT # 1501 UNIT-B UNIT # 1502 UNIT-C UNIT # 1503

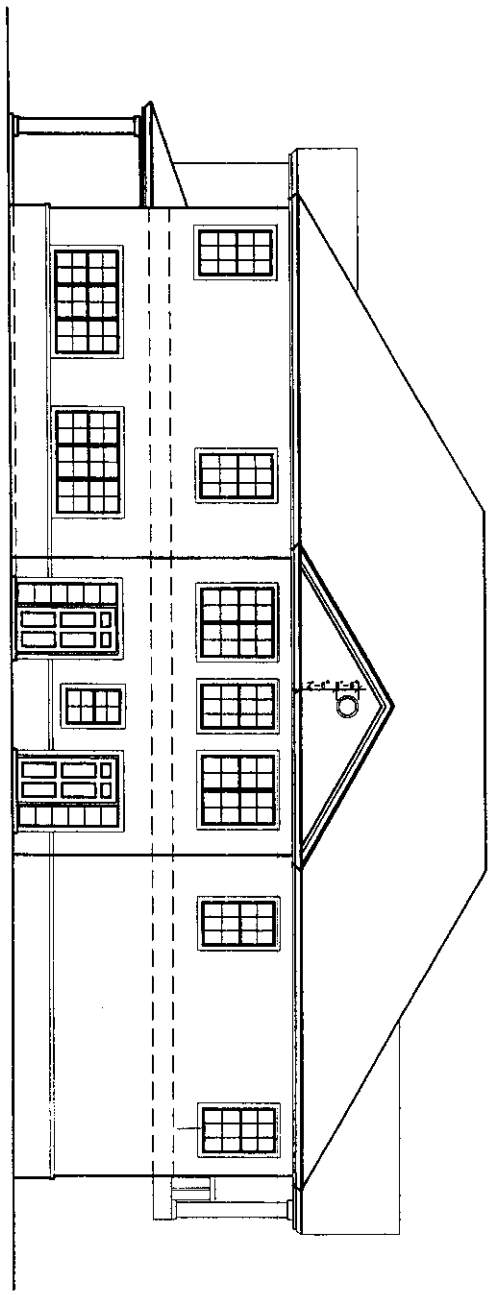
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

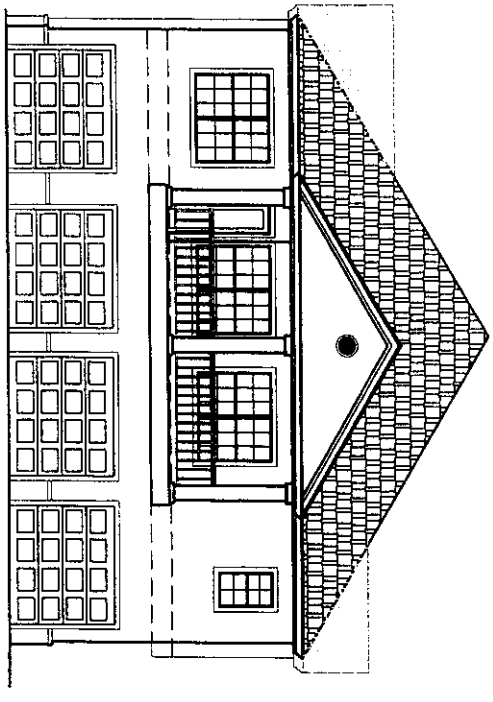
NOT TO SCALE



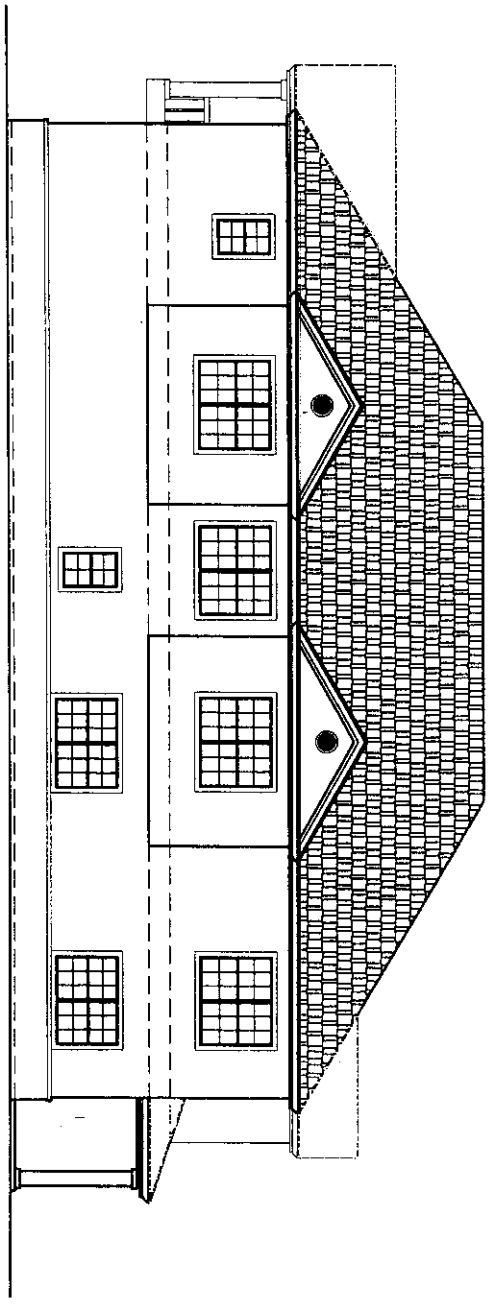
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7988 PHILIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9988 FAX 904-730-8835



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7969 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-8966 FAX 904-739-8535

SITE PLAN OF

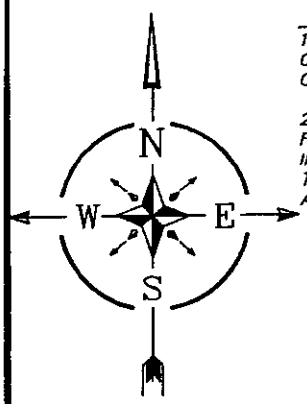
FOREST CREEK, A CONDOMINIUM

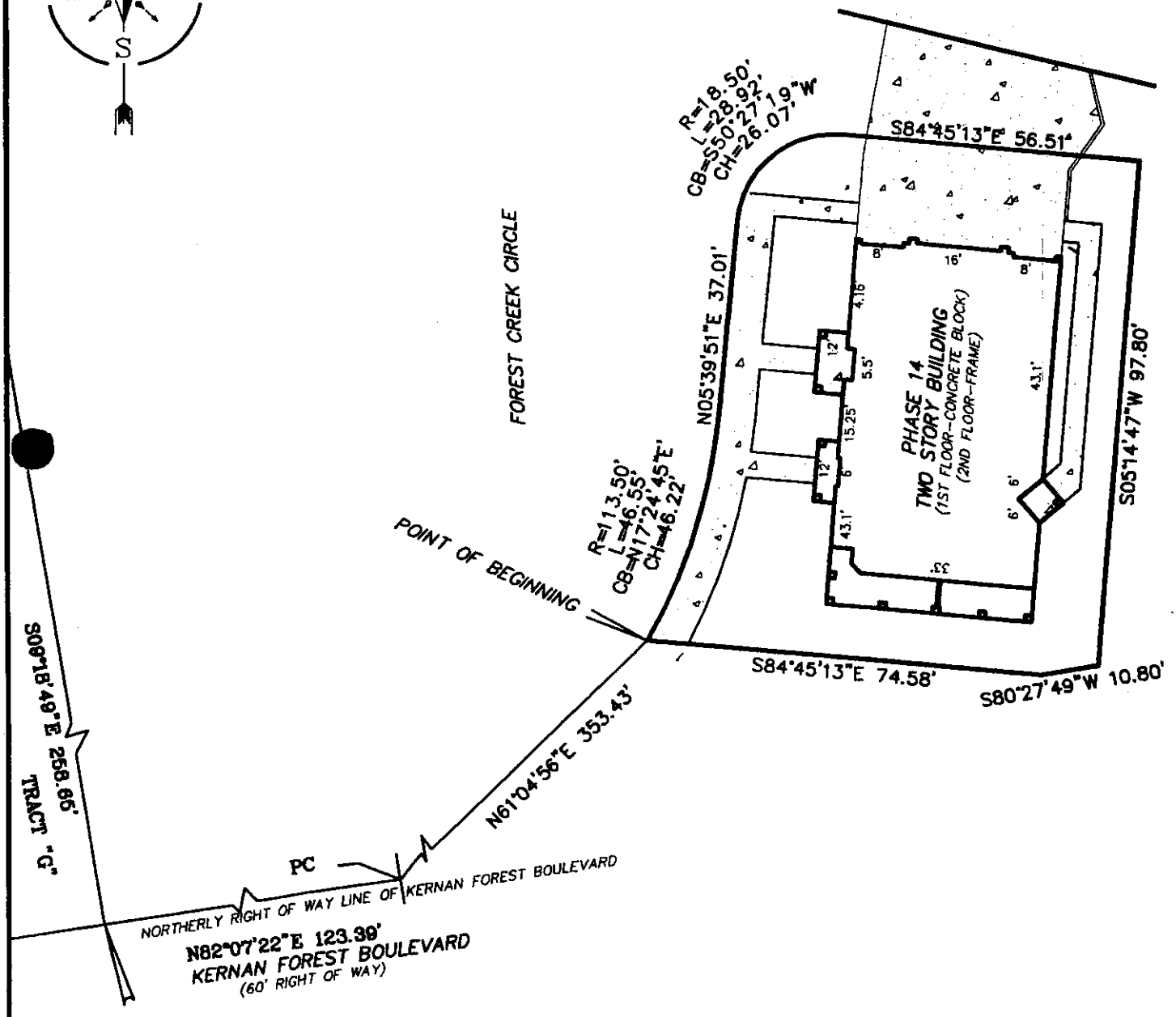
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 16

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 16 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 16
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

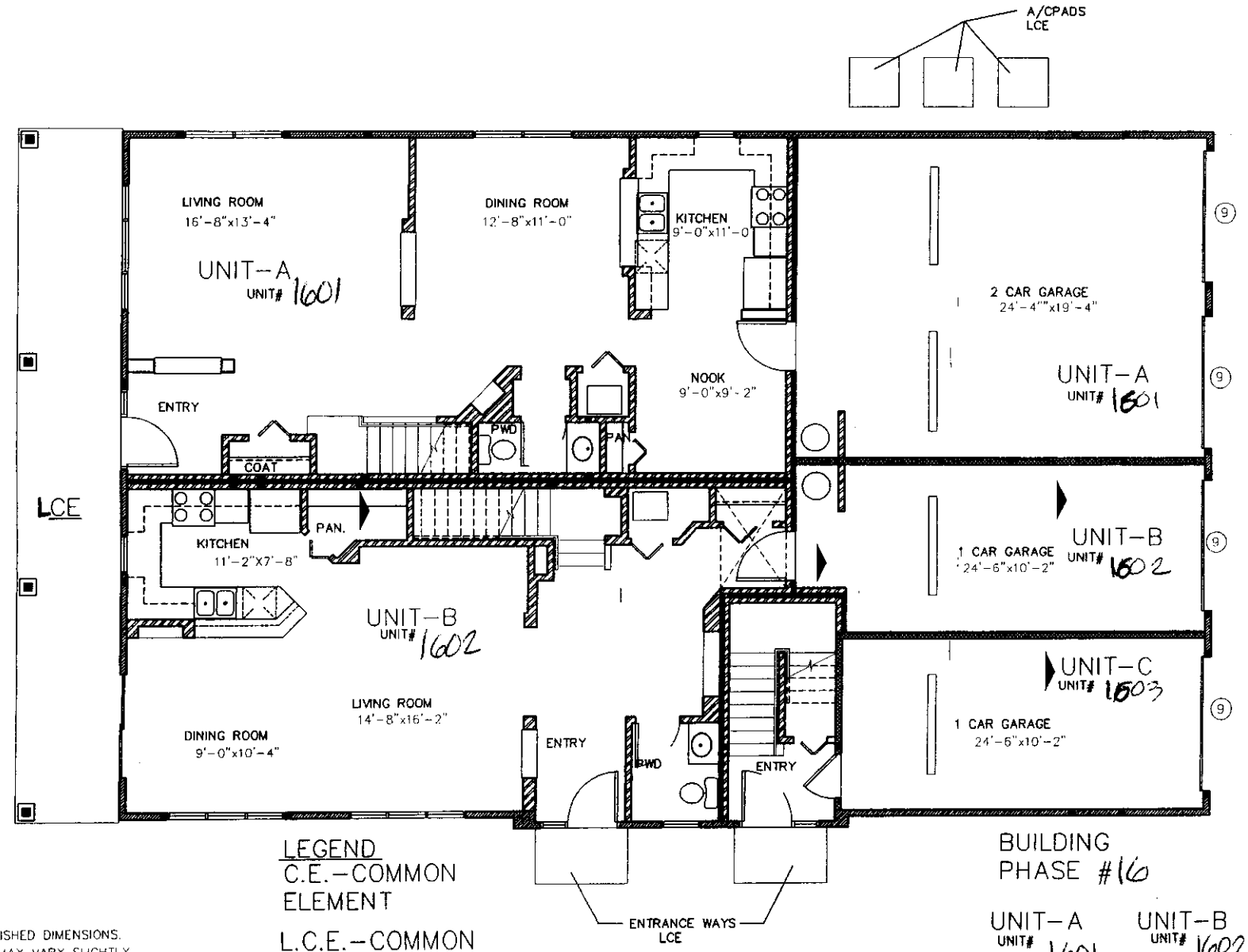
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 61°04'56" EAST, A DISTANCE OF 353.43 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, TO A POINT ON A CURVE WITH RADIUS OF 113.50 FEET WITH ARC LENGTH OF 46.55' WITH A CHORD BEARING OF NORTH 17°24'45"EAST, A DISTANCE OF 46.22 FEET; TO A POINT, RUN THENCE NORTH 05°39'51"EAST, A DISTANCE OF 37.01 FEET; TO POINT ON A CURVE WITH RADIUS OF 18.50 FEET WITH ARC LENGTH OF 28.92 FEET, WITH CHORD BEARING OF SOUTH 50°27'19"WEST, A DISTANCE OF 26.07 FEET; TO A POINT RUN THENCE SOUTH 84°45'13"EAST, A DISTANCE OF 56.51 FEET; TO A POINT RUN THENCE SOUTH 05°14'47"WEST, A DISTANCE OF 97.80 FEET; TO A POINT , RUN THENCE SOUTH 80°27'49"WEST, A DISTANCE OF 10.80 FEET; TO A POINT, RUN THENCE SOUTH 84°45'13"EAST, A DISTANCE 74.58 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

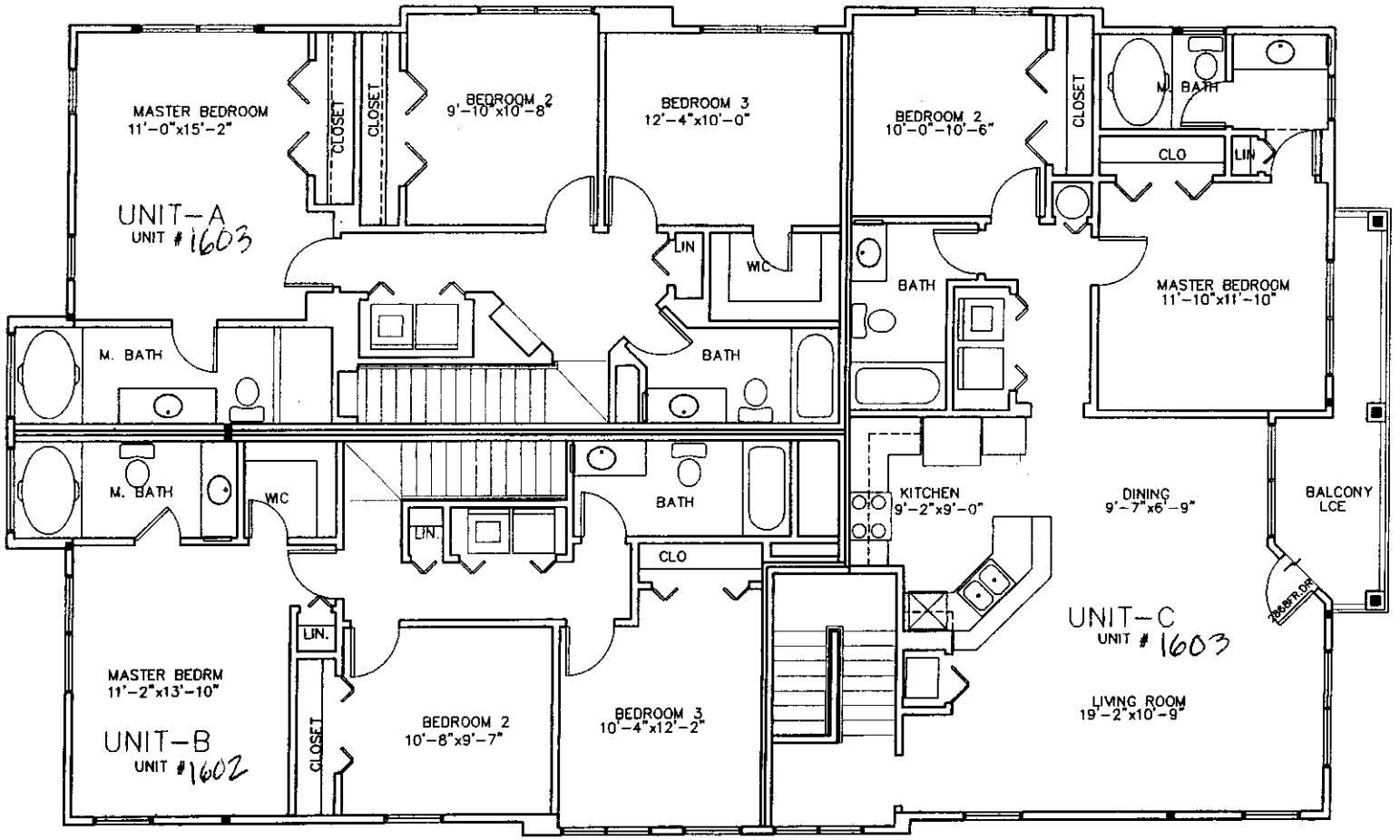
DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

BUILDING
PHASE #16

UNIT–A UNIT# 1601
UNIT–B UNIT# 1602
UNIT–C UNIT# 1603

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



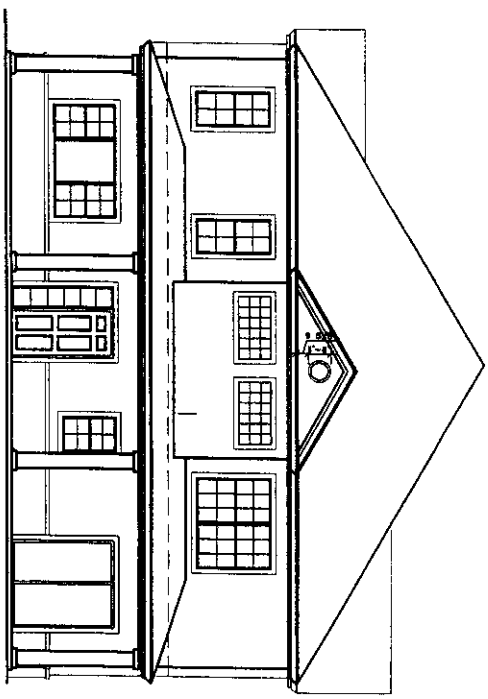
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #16

UNIT-A UNIT # 1601 UNIT-B UNIT # 1602 UNIT-C UNIT # 1603

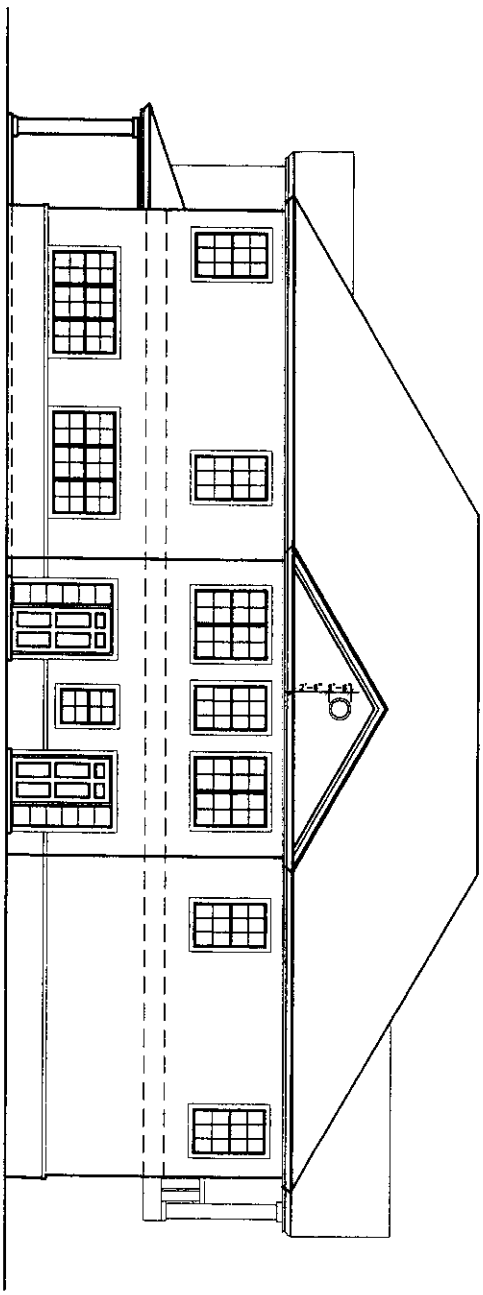
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

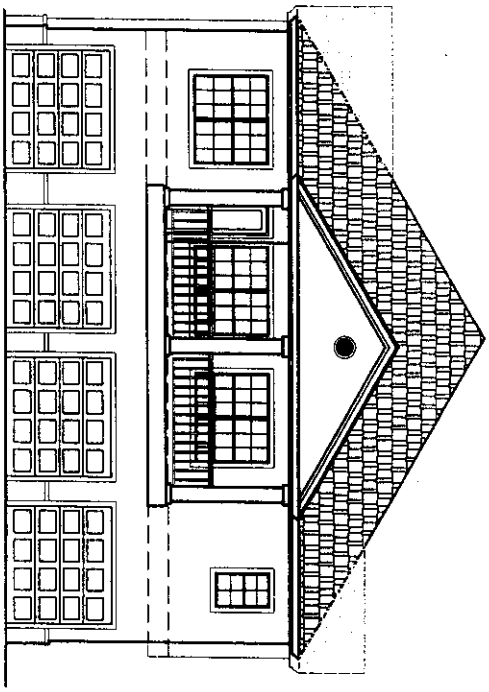
NOT TO SCALE



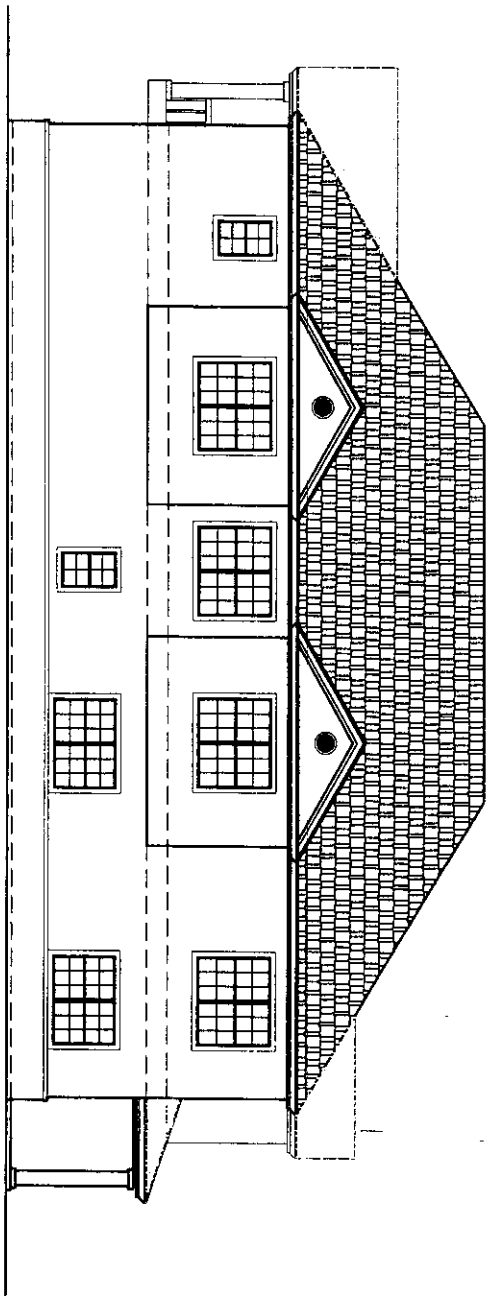
RIGHT ELEVATION

NOT TO SCALE

A3	ELEVATIONS	KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-8998 FAX 904-739-8535



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-0999 FAX 904-739-9535

SITE PLAN OF

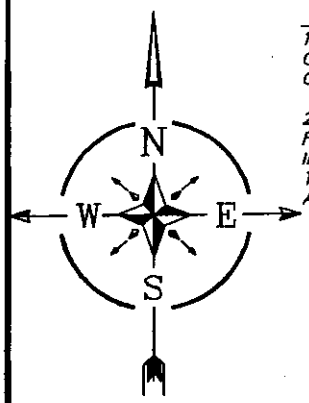
FOREST CREEK, A CONDOMINIUM

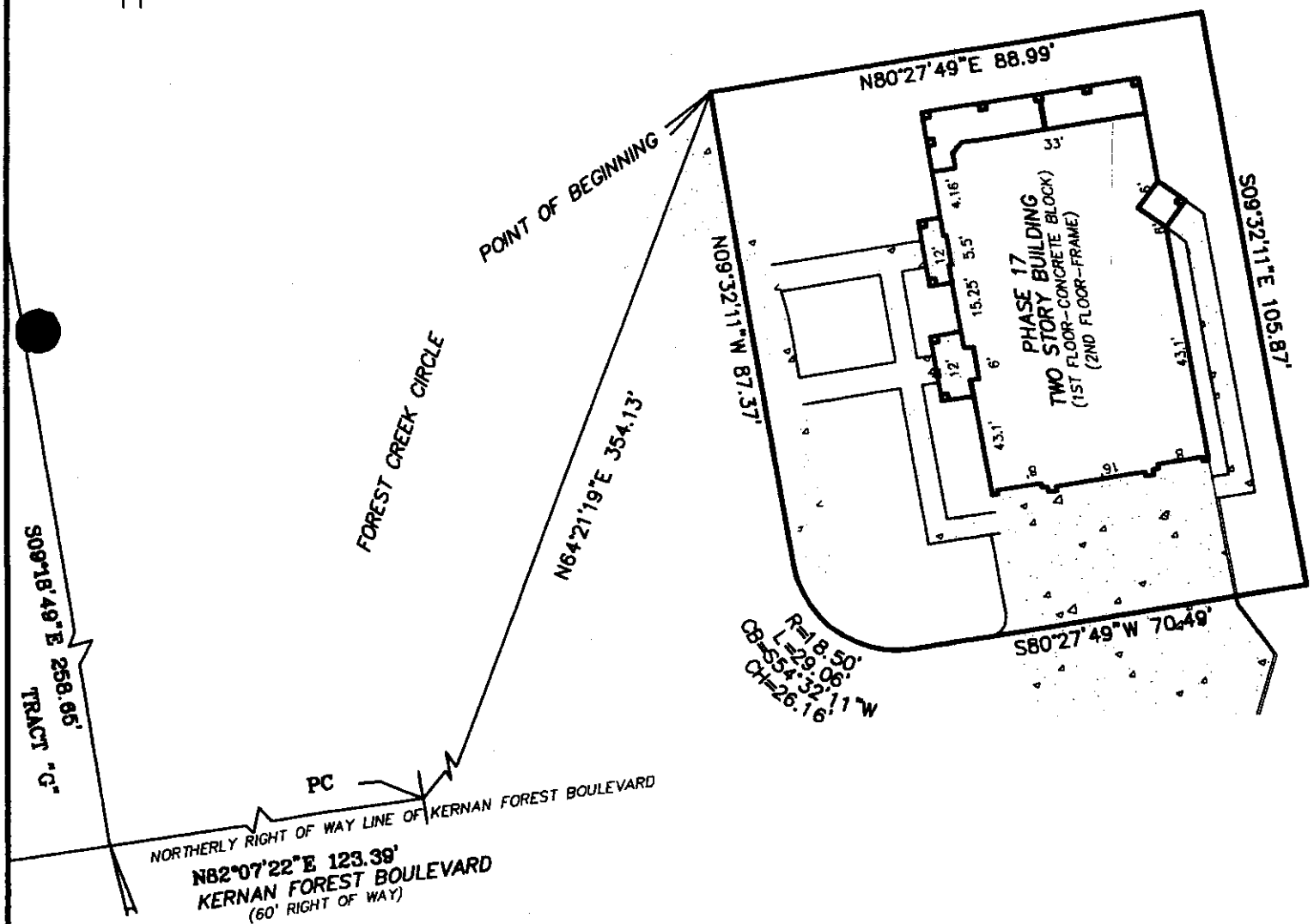
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 17

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 17 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 17
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

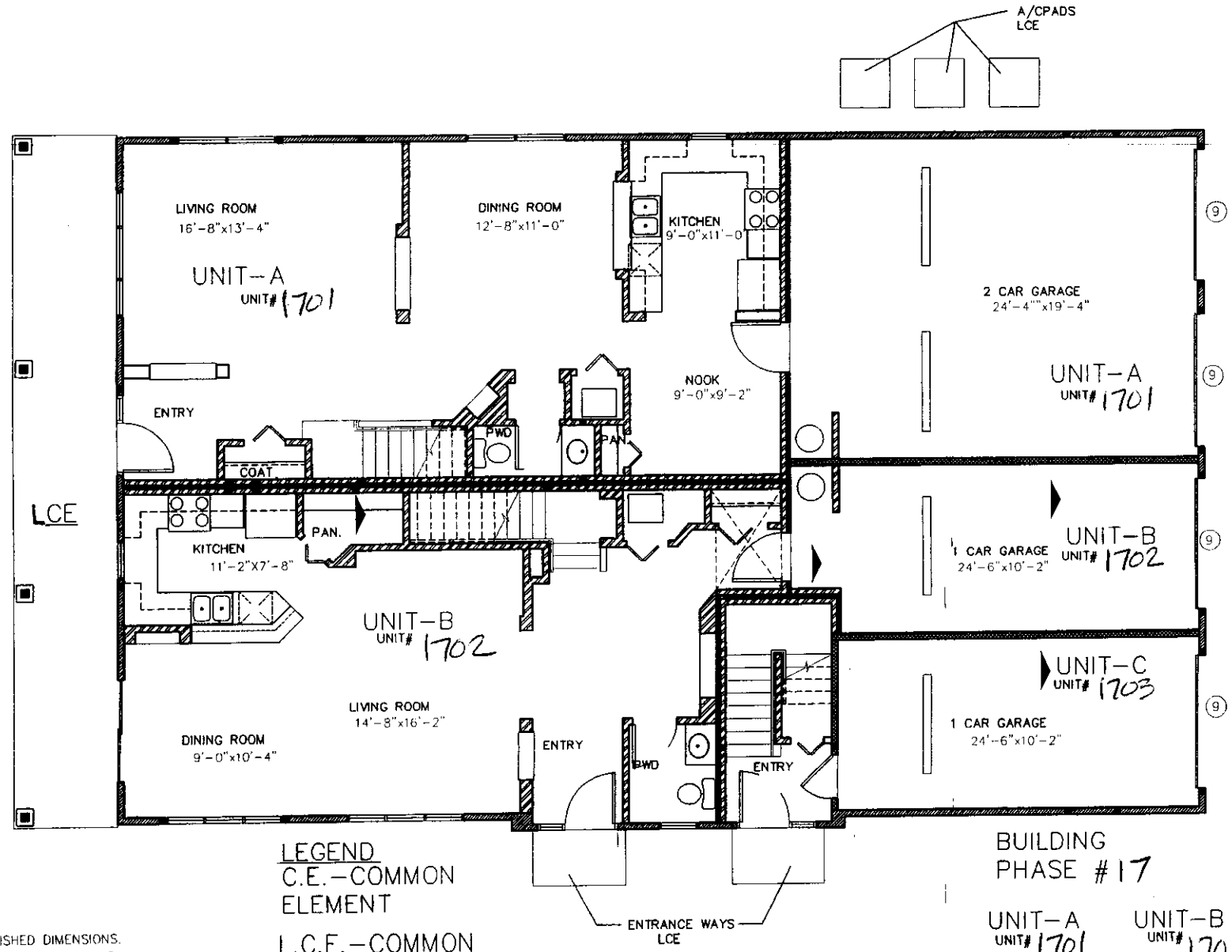
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 64°21'19" EAST, A DISTANCE OF 354.13 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 80°27'49" EAST, A DISTANCE OF 88.99 FEET, TO A POINT; RUN THENCE SOUTH 09°32'11" EAST, A DISTANCE OF 105.87 FEET, TO A POINT; RUN THENCE SOUTH 80°27'49" WEST, A DISTANCE OF 70.49 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°32'11" WEST, 26.16 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE; RUN THENCE NORTH 09°32'11" WEST, A DISTANCE OF 87.37 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

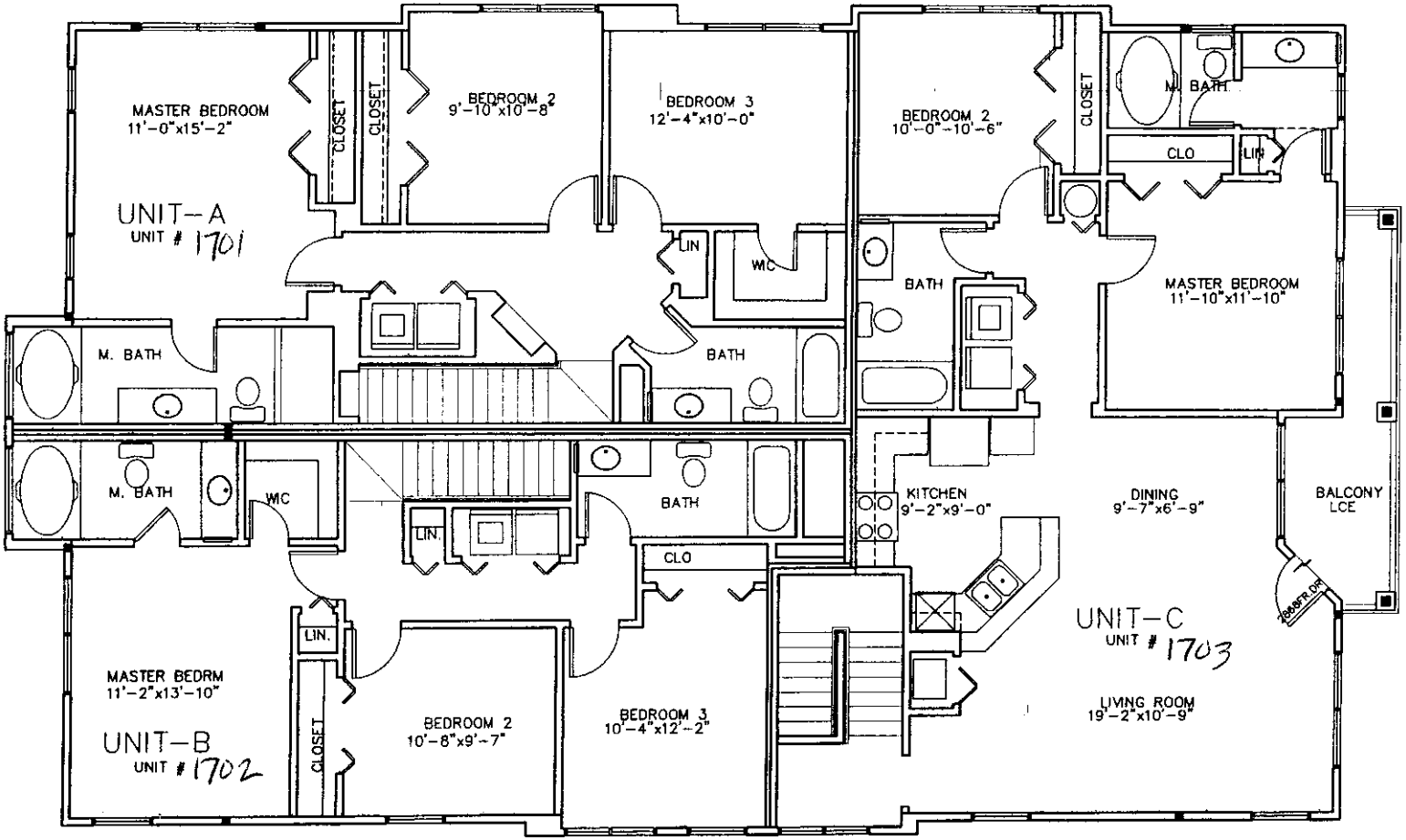
BUILDING PHASE #17

UNIT–A UNIT# 1701 UNIT–B UNIT# 1702 UNIT–C UNIT# 1703

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



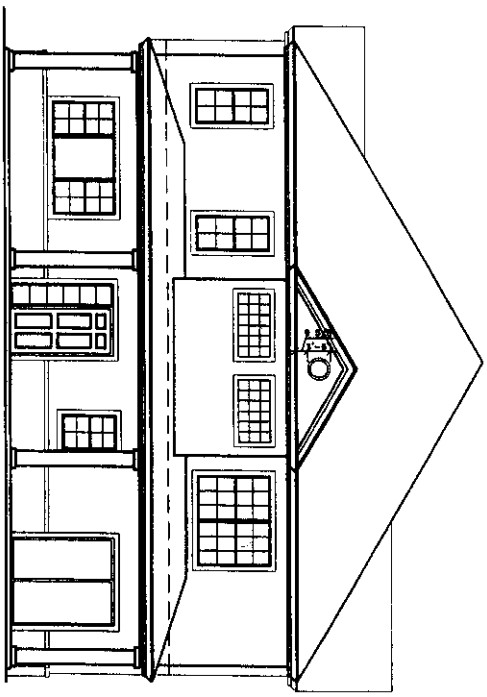
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #17

UNIT-A UNIT #1701 UNIT-B UNIT # 1702 UNIT-C UNIT # 1703

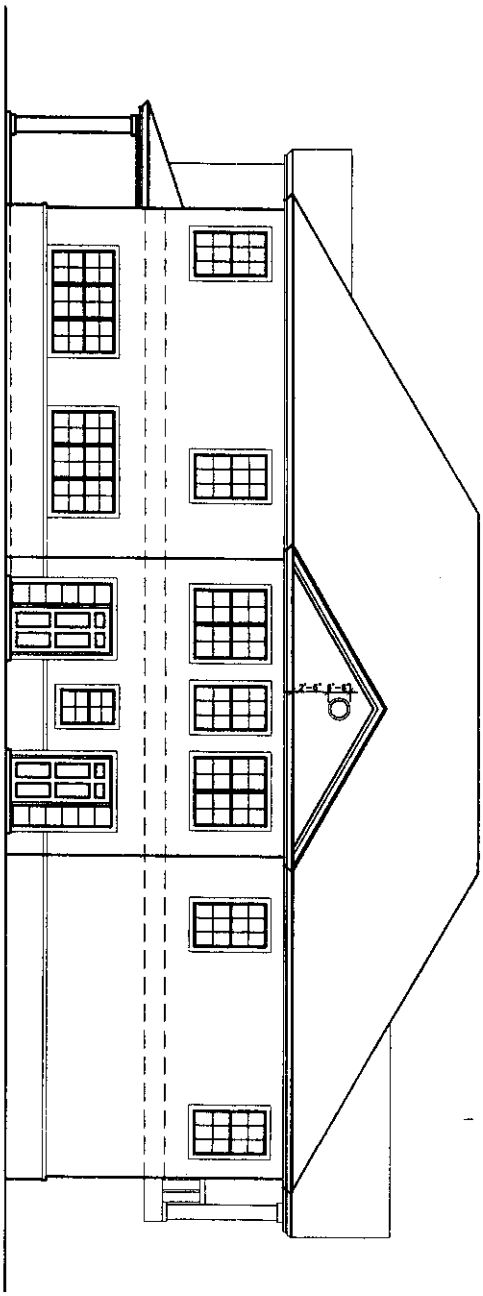
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

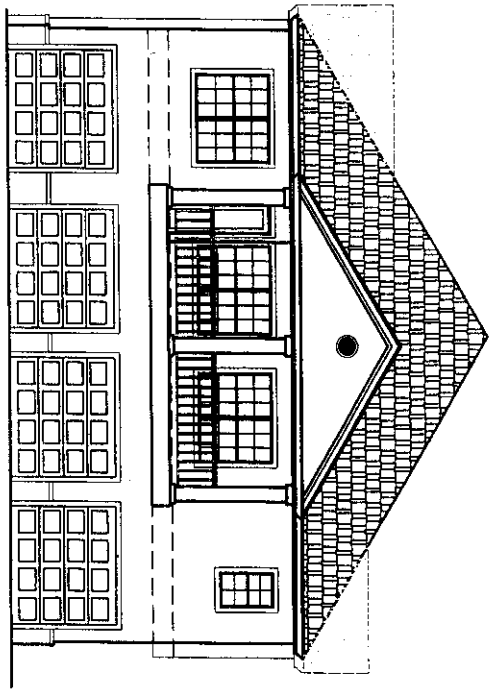
NOT TO SCALE



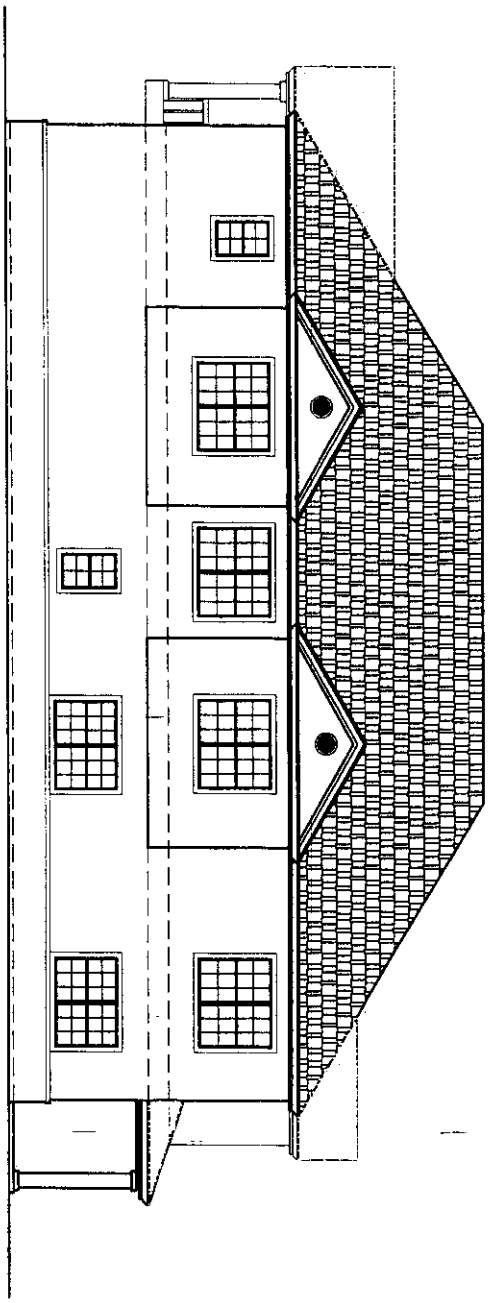
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7966 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-738-9988 FAX 904-738-8635	



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

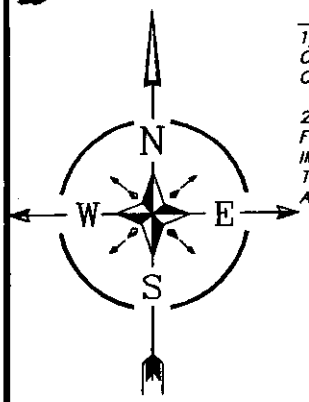
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9999 FAX 904-730-9535

SITE PLAN OF

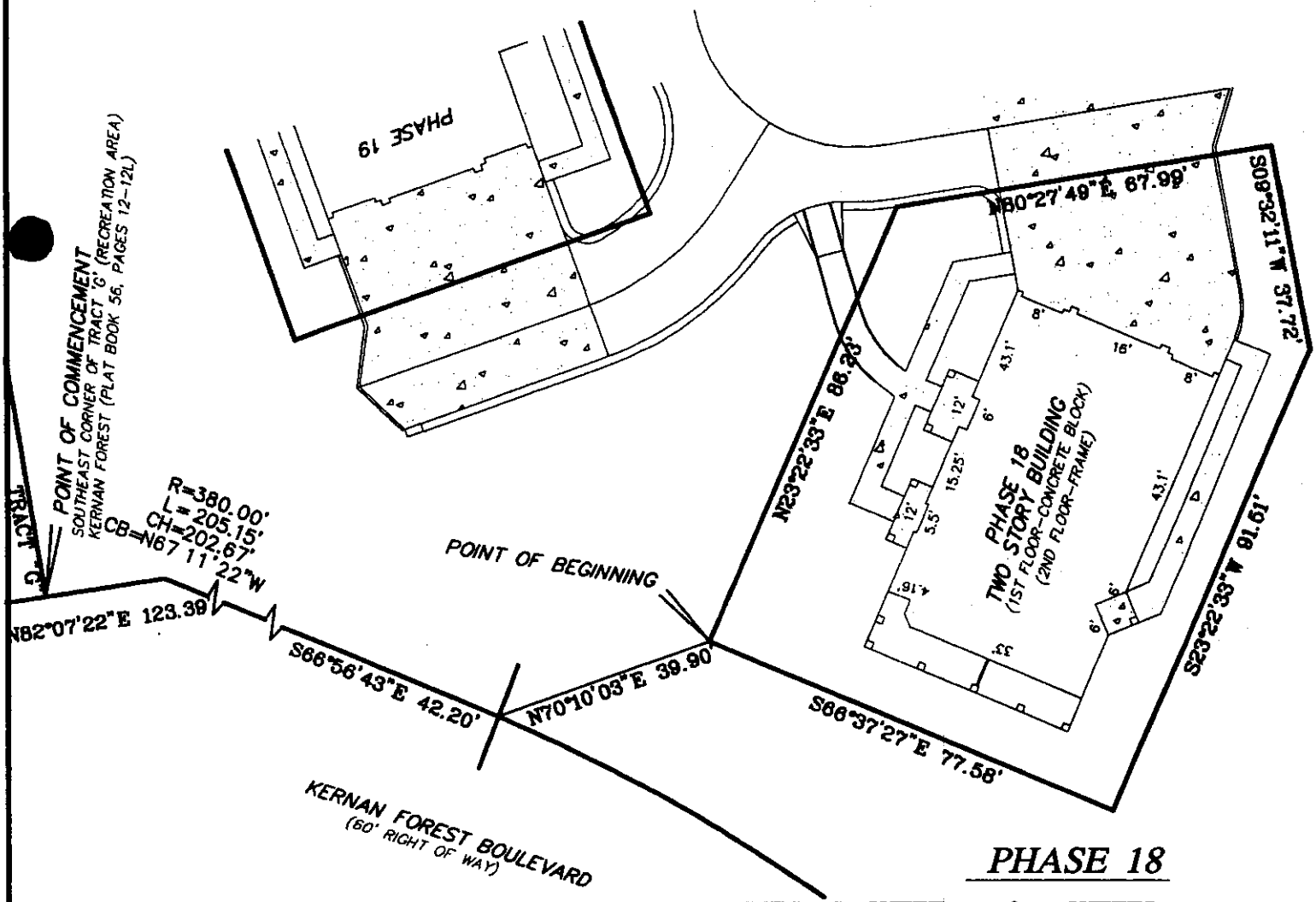
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 18

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 18 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2002

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 18
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

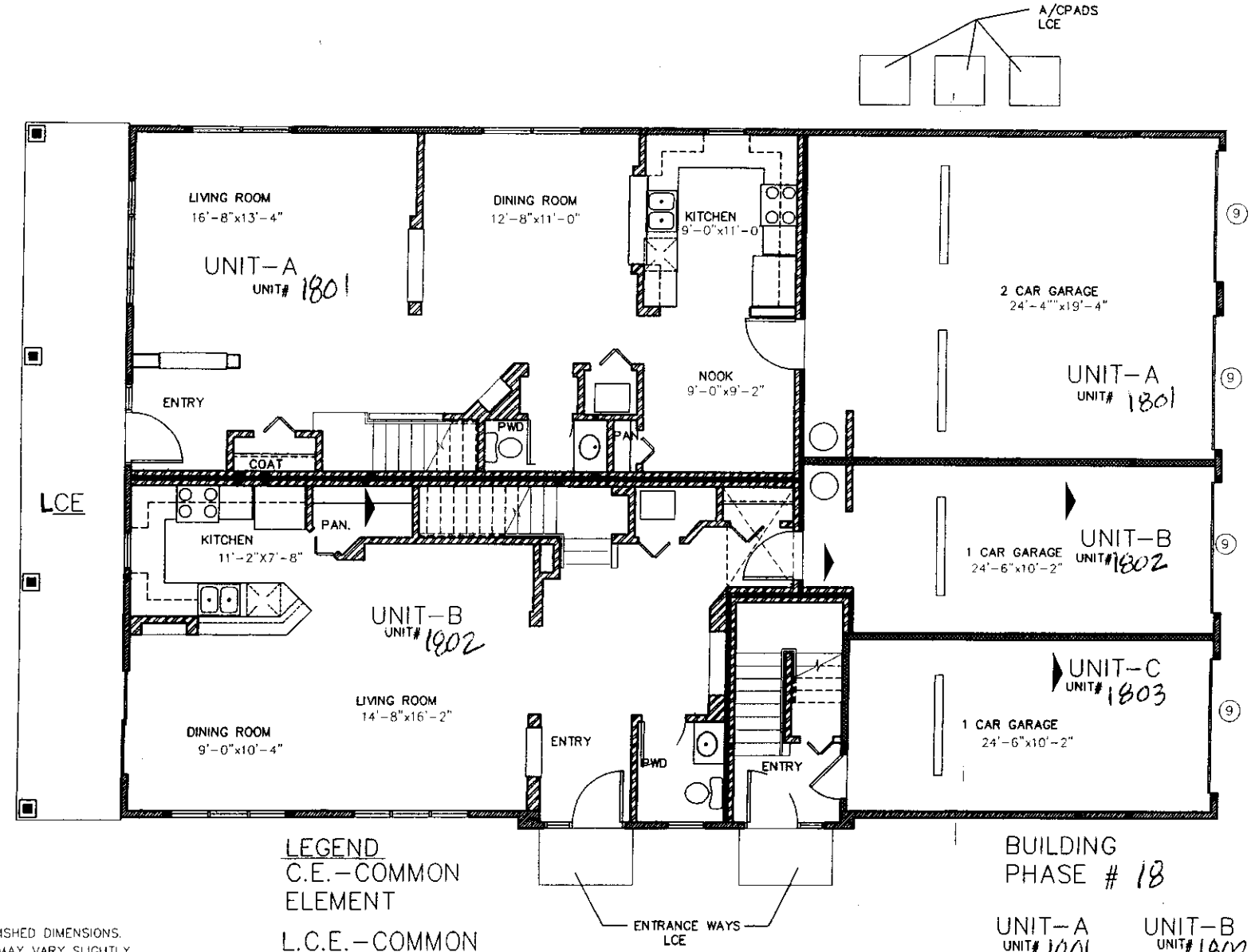
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FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 23°22'33" EAST, A DISTANCE OF 86.23 FEET, TO A POINT; RUN THENCE NORTH 80°27'49" EAST, A DISTANCE OF 67.99 FEET, TO A POINT; RUN THENCE SOUTH 09°32'11" WEST, A DISTANCE OF 37.72 FEET, RUN THENCE SOUTH 23°22'33" WEST, A DISTANCE OF 91.51 FEET TO A POINT ; RUN THENCE SOUTH 66°37'27" EAST, A DISTANCE OF 77.58' FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

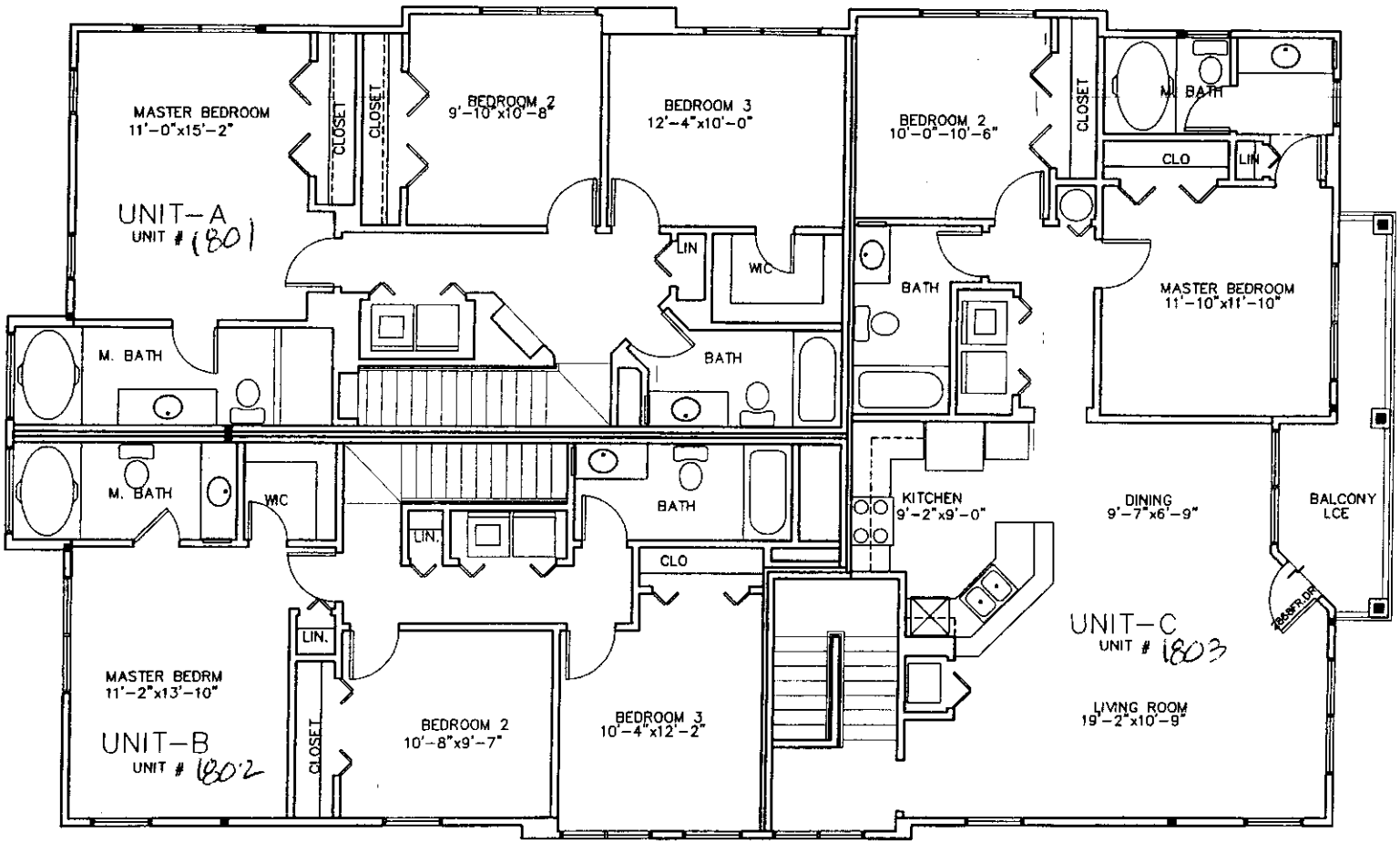
BUILDING PHASE # 18

UNIT-A UNIT# 1801 UNIT-B UNIT# 1802 UNIT-C UNIT# 1803

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



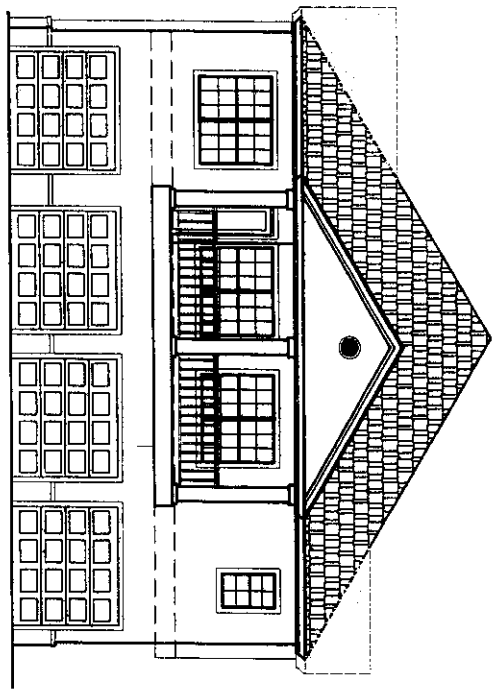
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 18

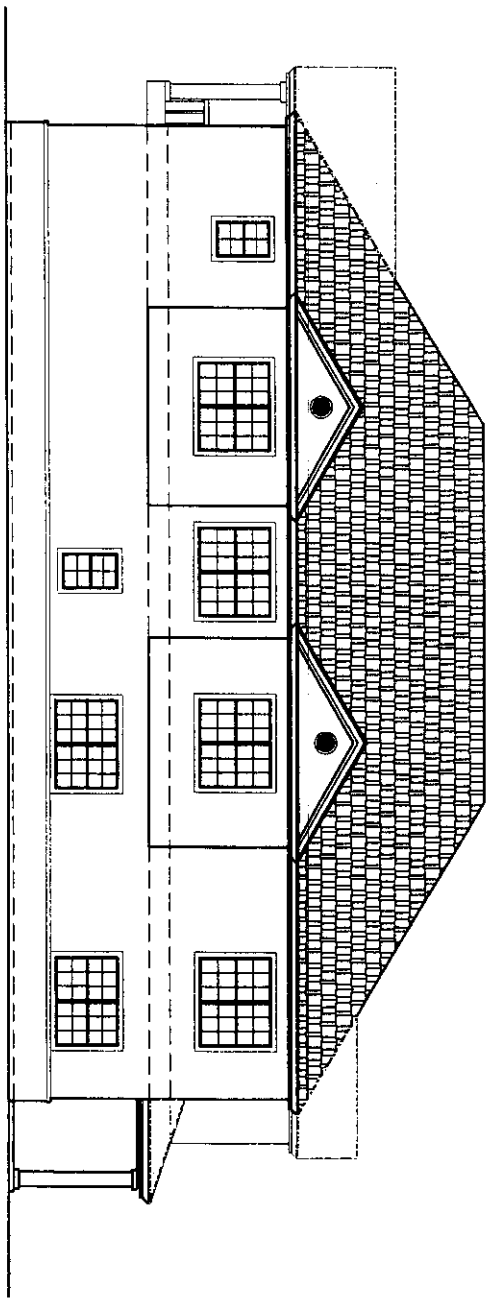
UNIT-A UNIT # 1801 UNIT-B UNIT # 1802 UNIT-C UNIT # 1803

CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



REAR ELEVATION



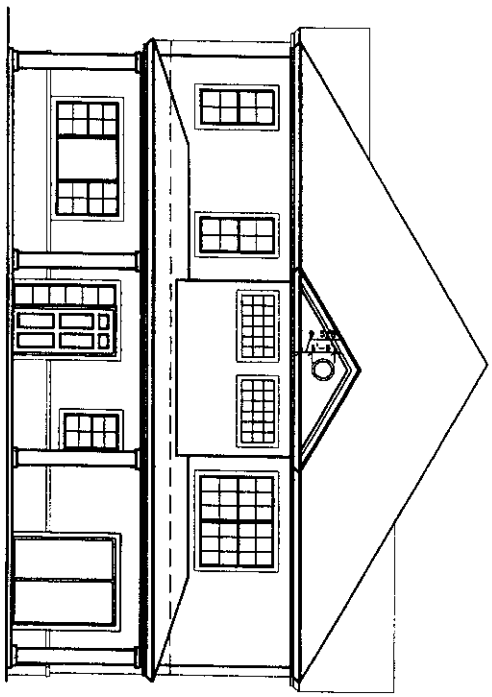
LEFT ELEVATION

A4

ELEVATIONS

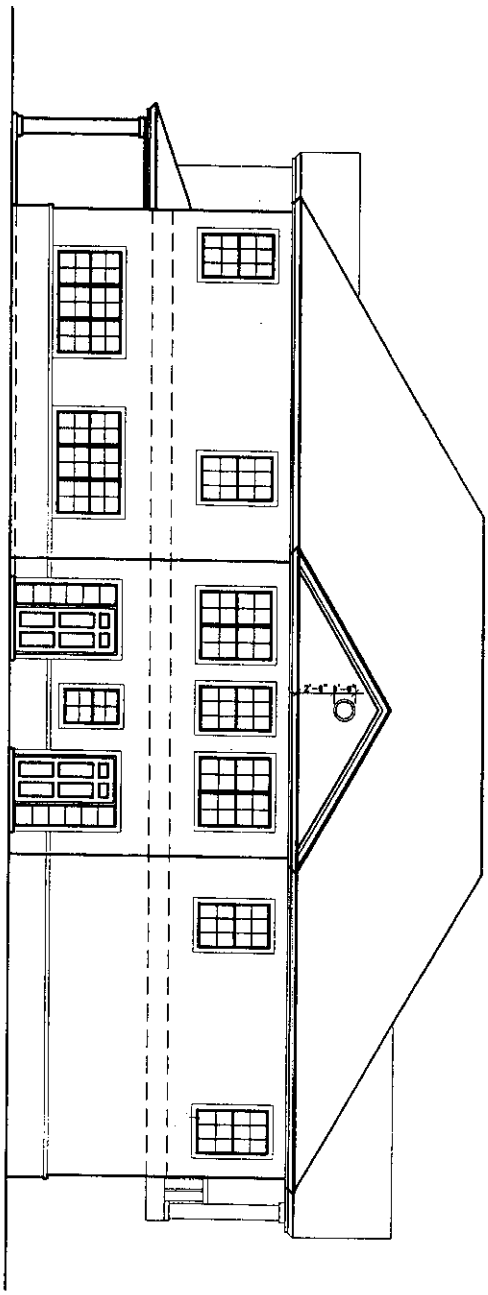
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-738-8988 FAX 904-738-8635



FRONT ELEVATION

NOT TO SCALE



RIGHT ELEVATION

NOT TO SCALE

A3	ELEVATIONS	KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-8888 FAX 904-730-8838

SITE PLAN OF

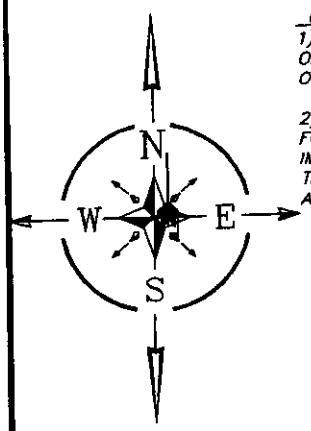
FOREST CREEK, A CONDOMINIUM

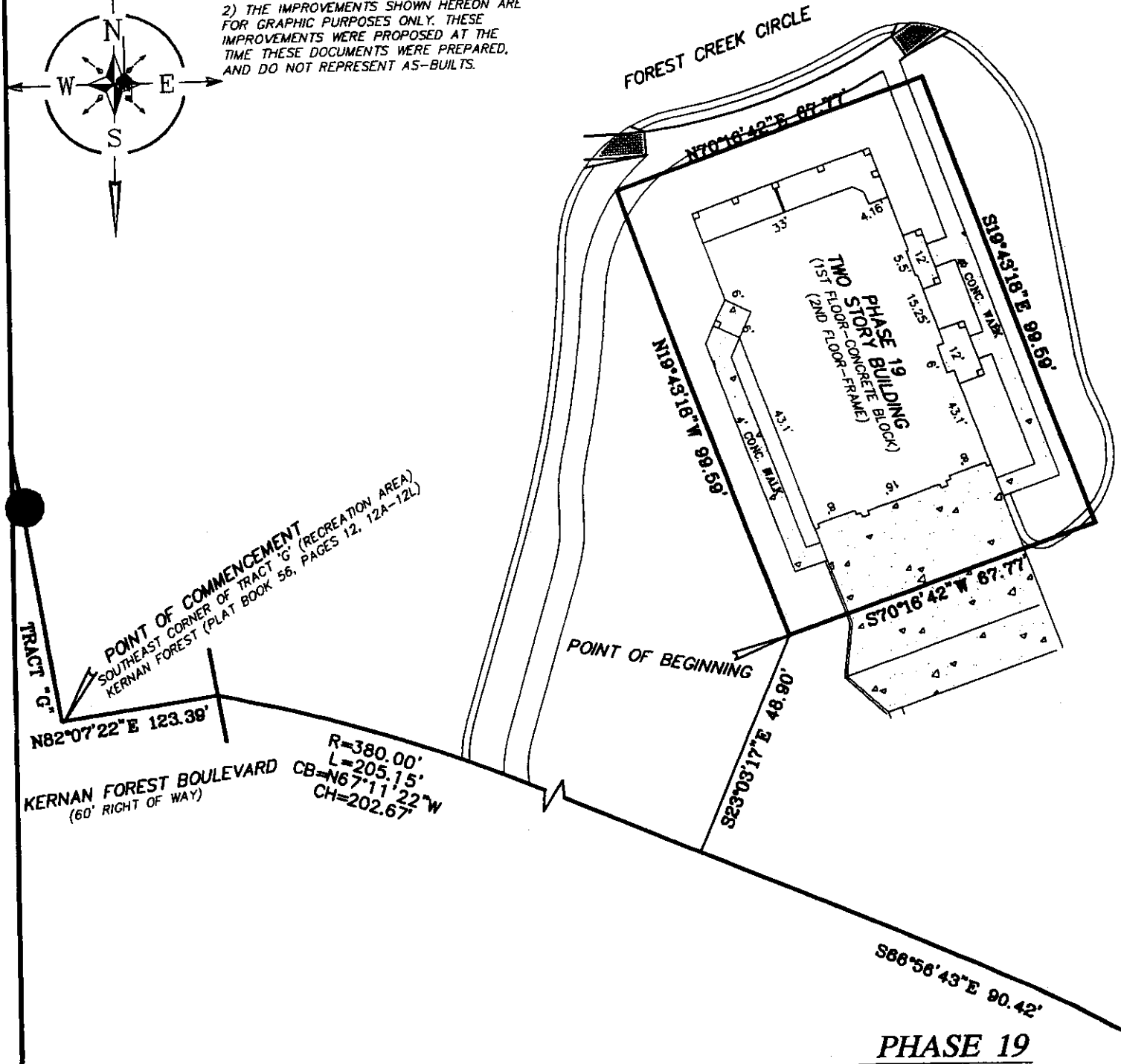
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 19

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 19 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
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Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 19
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

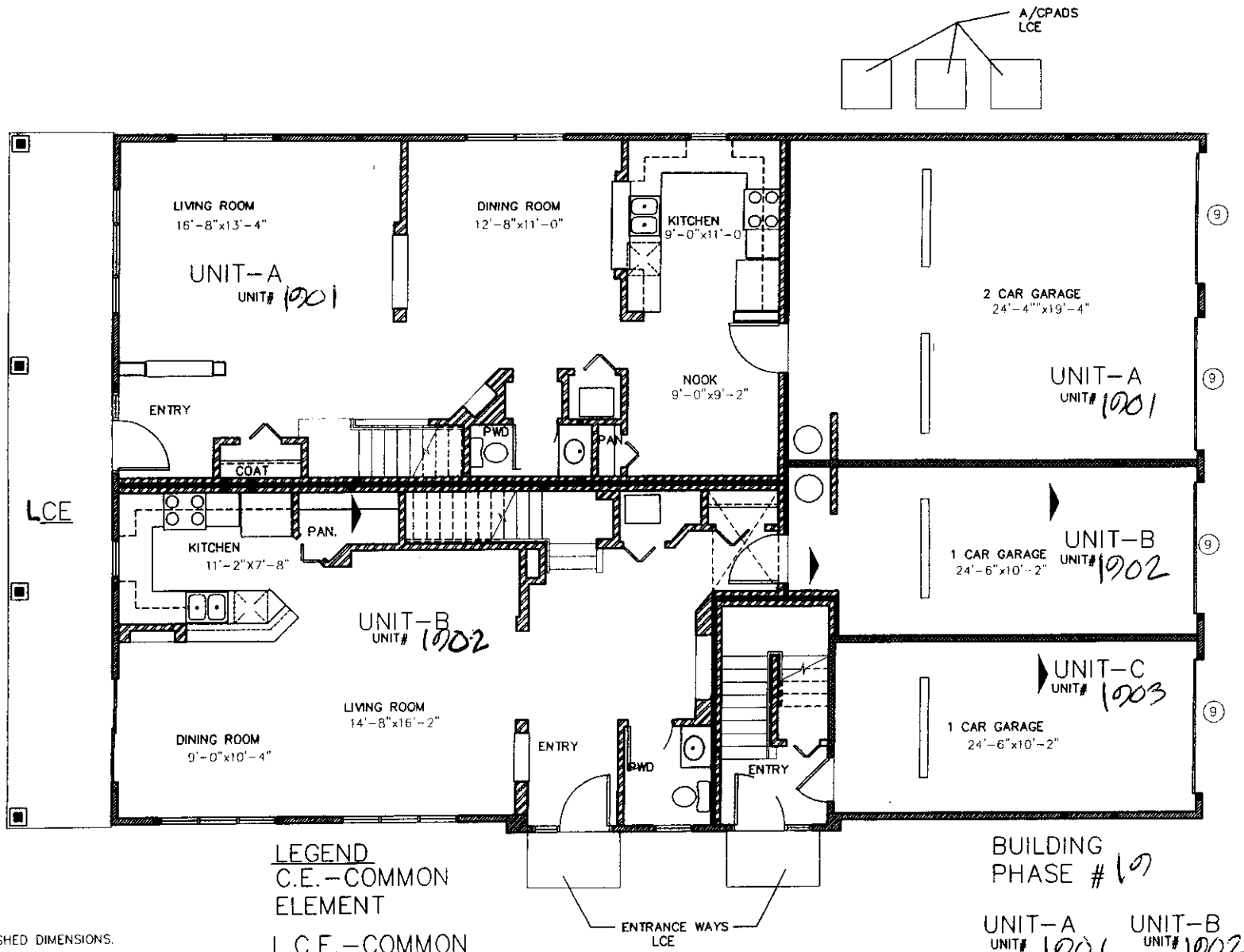
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE,OF THE ARC OF A CURVE WITH A RADIUS OF 380.00 FEET AN ARC DISTANCE OF 205.15 FEET WITH A CHORD BEARING OF NORTH 67°11'22" WEST; A DISTANCE OF 202.67; TO A POINT RUN THENCE SOUTH 23°03'17" EAST, FOR A DISTANCE OF 48.90 FEET ; TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 19°43'18" WEST, A DISTANCE OF 99.59 FEET, TO A POINT; RUN THENCE NORTH 70°16'42" EAST, A DISTANCE OF 67.77 FEET, TO A POINT; RUN THENCE SOUTH 19°43'18" EAST, A DISTANCE OF 99.59 FEET, RUN THENCE SOUTH 70°16'42" WEST, A DISTANCE OF 67.77' FEET ; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

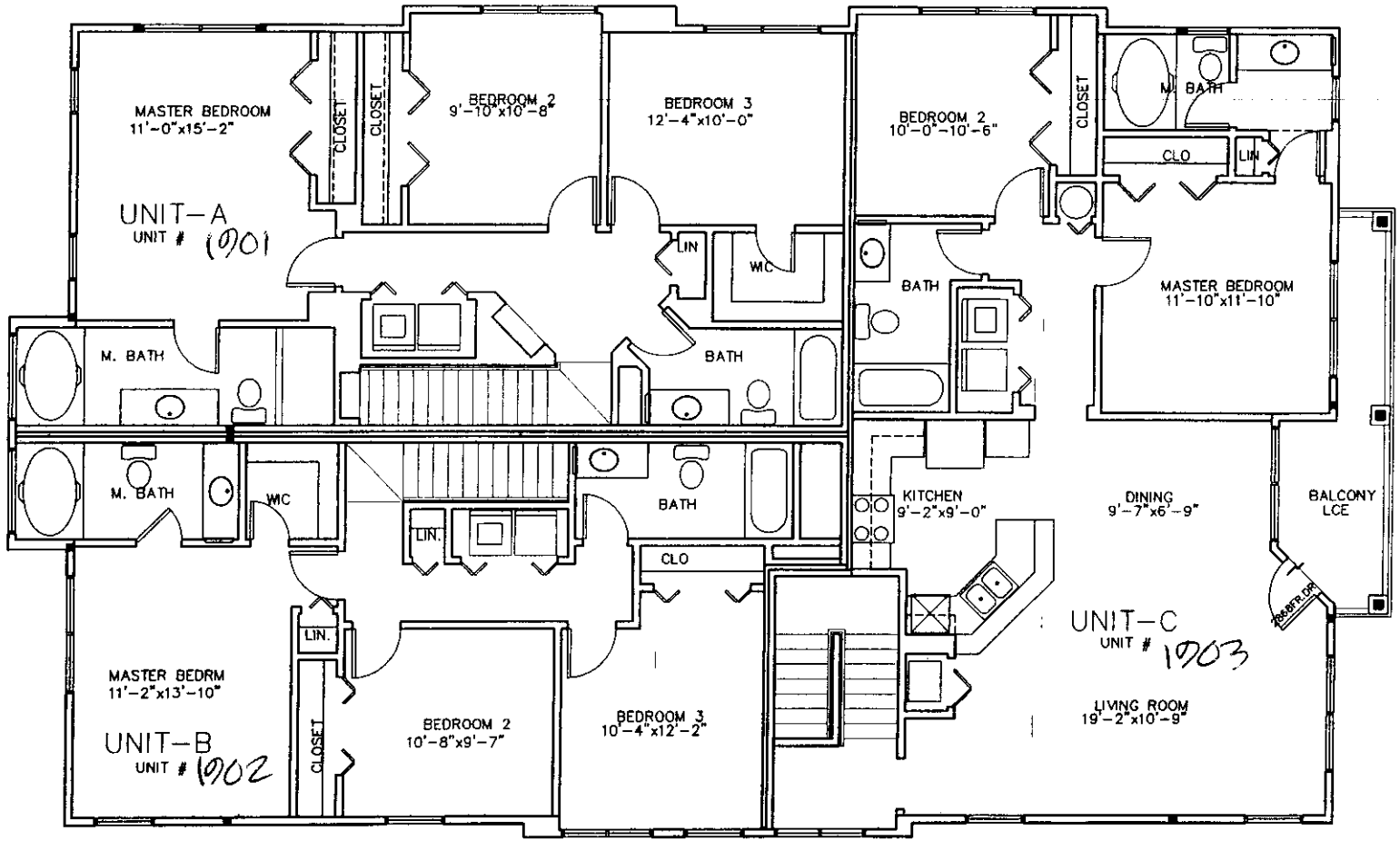
BUILDING PHASE # 1

UNIT-A UNIT# 1001 UNIT-B UNIT# 1002 UNIT-C UNIT# 1003

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



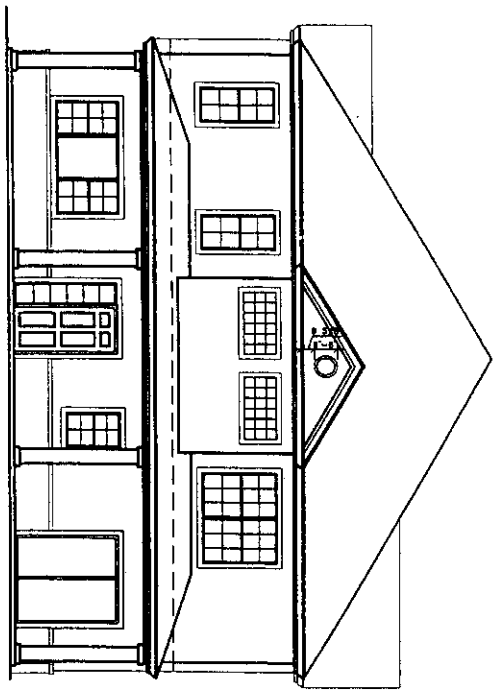
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 10

UNIT-A UNIT # 1001 UNIT-B UNIT # 1002 UNIT-C UNIT # 1003

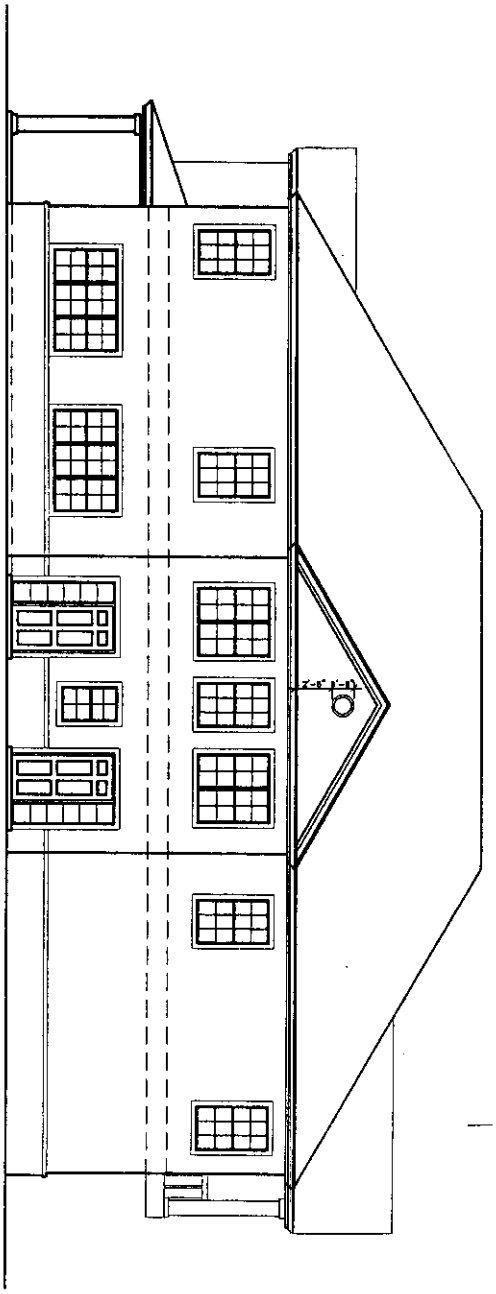
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

NOT TO SCALE

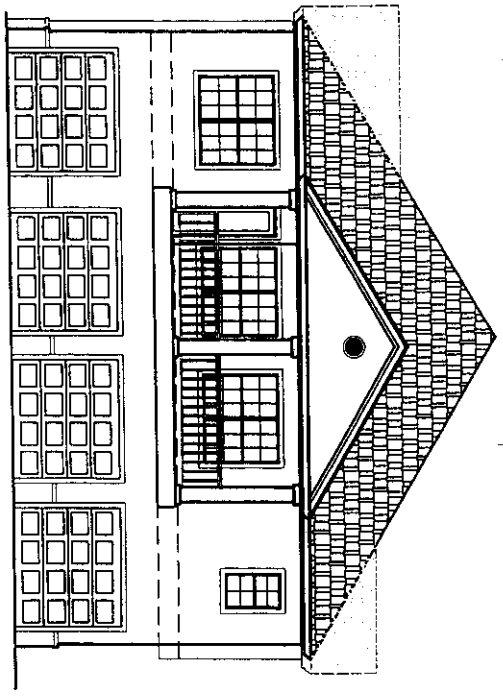


RIGHT ELEVATION

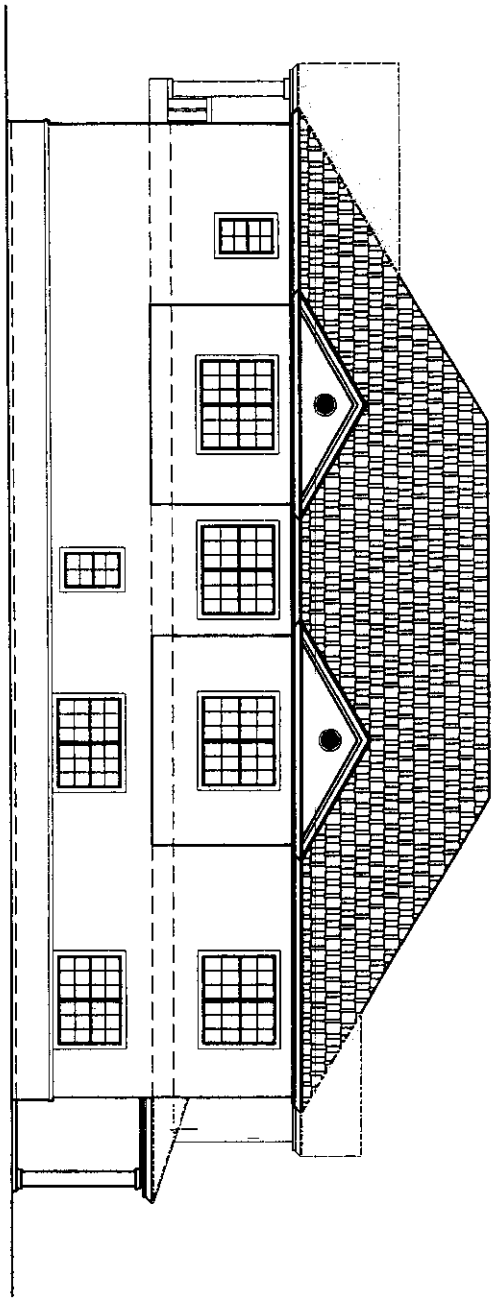
NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9696 FAX 904-739-9635

REAR ELEVATION



LEFT ELEVATION



A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7969 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9966 FAX 904-739-6635

SITE PLAN OF

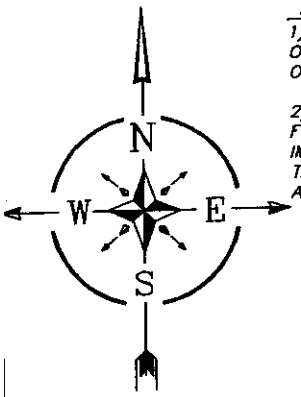
FOREST CREEK, A CONDOMINIUM

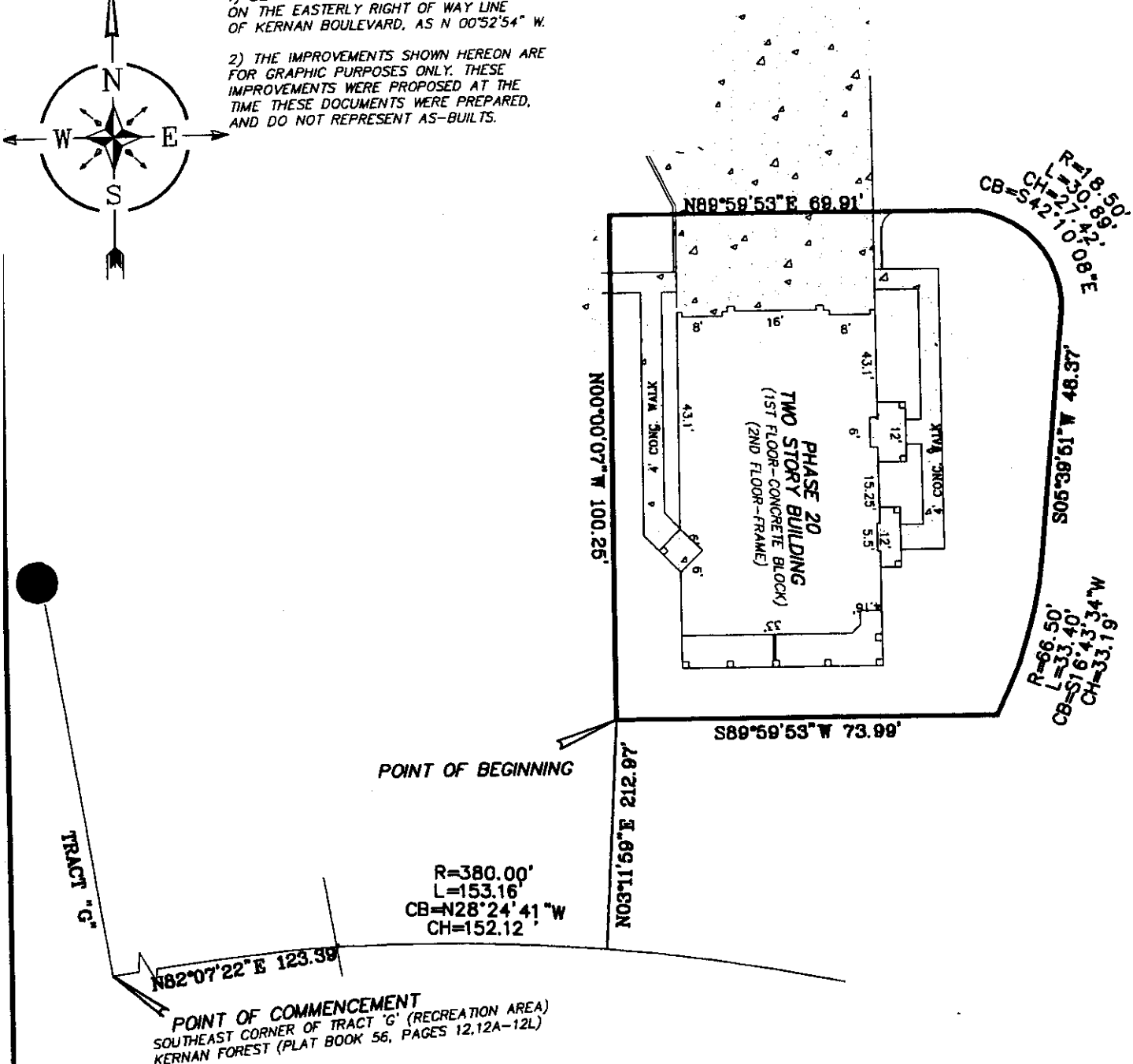
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 20

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 20 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 20
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

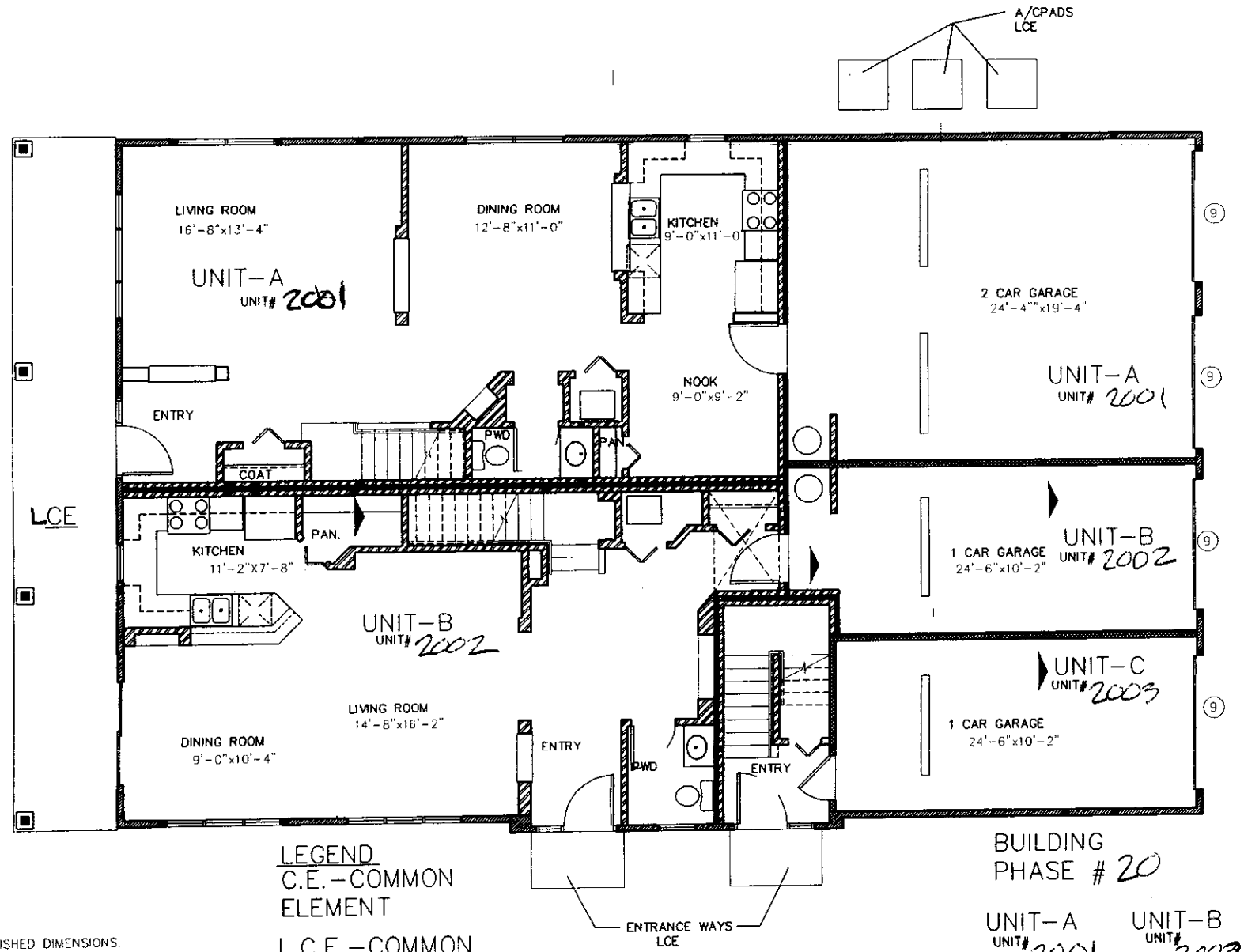
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE,OF THE ARC OF A CURVE WITH A RADIUS OF 380.00 FEET AN ARC OF 153.16 FEET WITH A CHORD BEARING OF NORTH 28°24'41" WEST; A DISTANCE OF 152.12 FEET; TO A POINT RUN THENCE NORTH 03°11'59" EAST, FOR A DISTANCE OF 212.97 FEET ; TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 69.91 FEET, TO A POINT; ON A CURVE WITH A RADIUS OF 18.50; AN ARC DISTANCE OF 30.89 FEET WITH A CHORD BEARING OF SOUTH 42°10'08"EAST, WITH A DISTANCE OF 27.42' FEET; TO A POINT, RUN THENCE SOUTH 05°39'51" WEST, A DISTANCE OF 48.37 FEET, TO A POINT ON A CURVE WITH A RADIUS OF 66.50 FEET AN ARC DISTANCE OF 33.40 FEET WITH A CHORD BEARING OF SOUTH 16°43'34"WEST A DISTANCE OF 33.19 FEET, TO A POINT, RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 73.99' FEET : TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

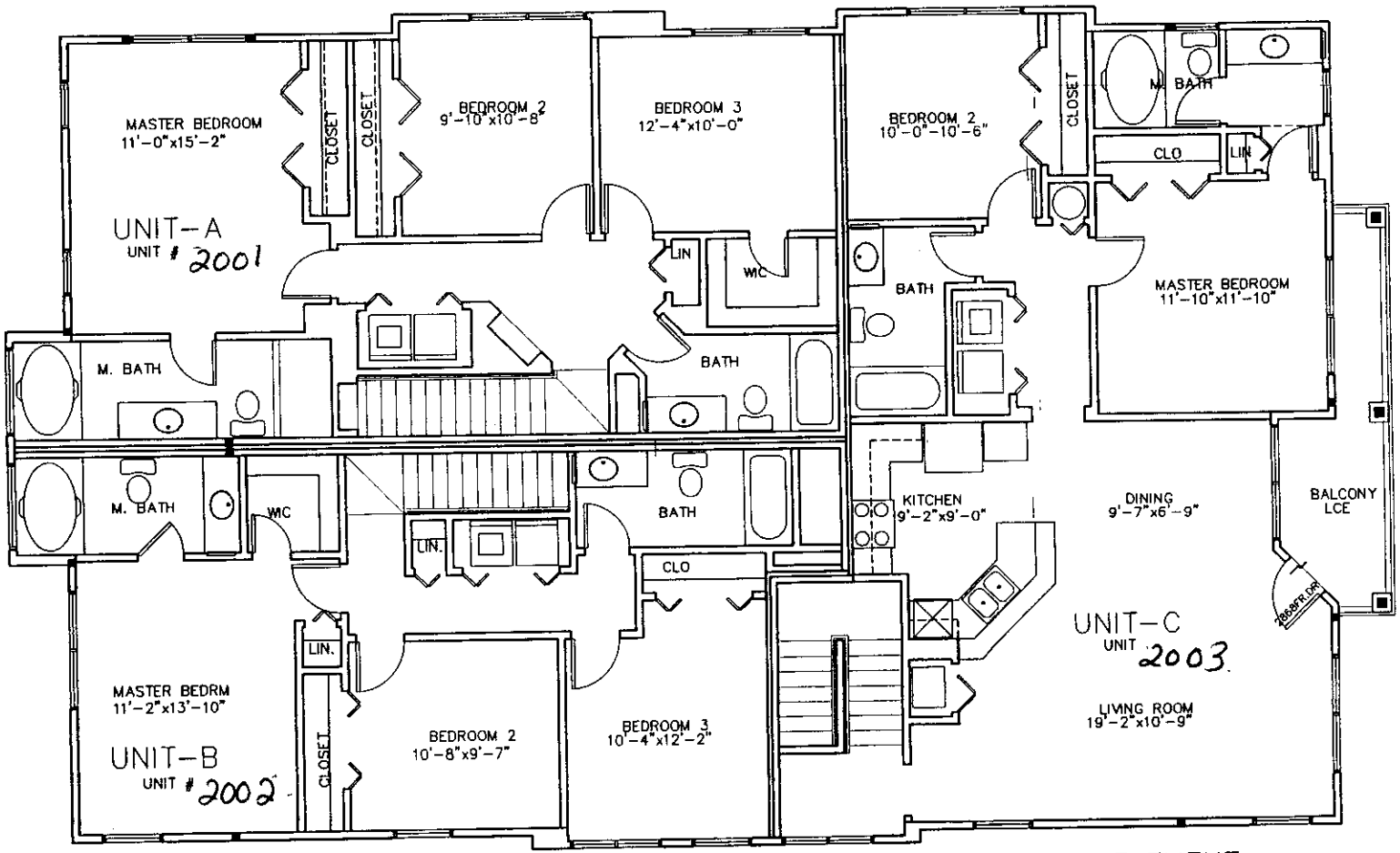
BUILDING PHASE # 20

UNIT-A UNIT# 2001 UNIT-B UNIT# 2002 UNIT-C UNIT# 2003

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 20

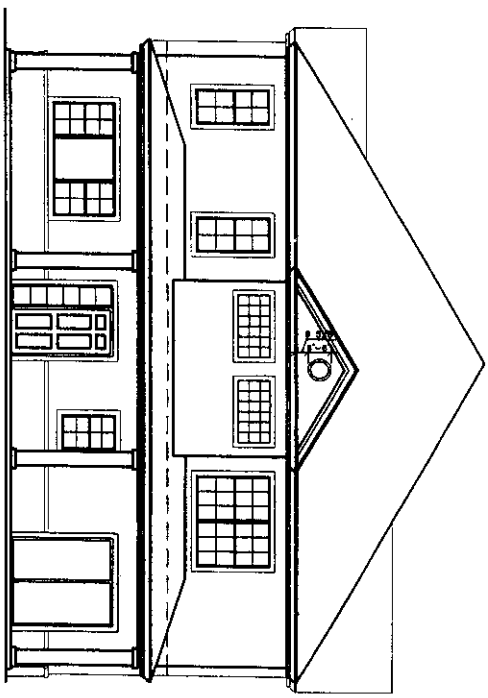
UNIT-A UNIT # 2001

UNIT-B UNIT # 2002

UNIT-C UNIT # 2003

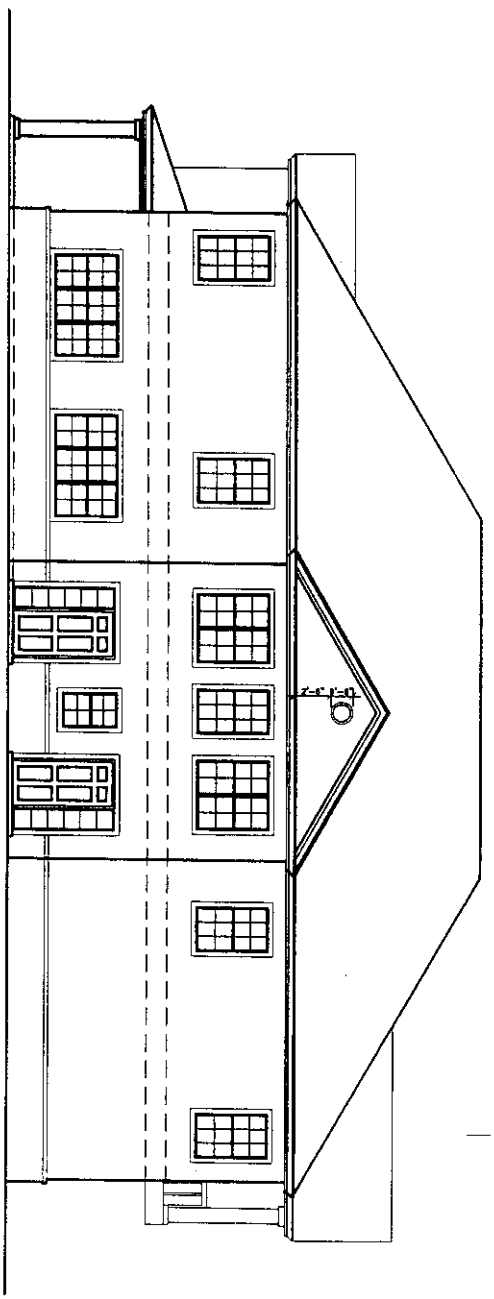
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

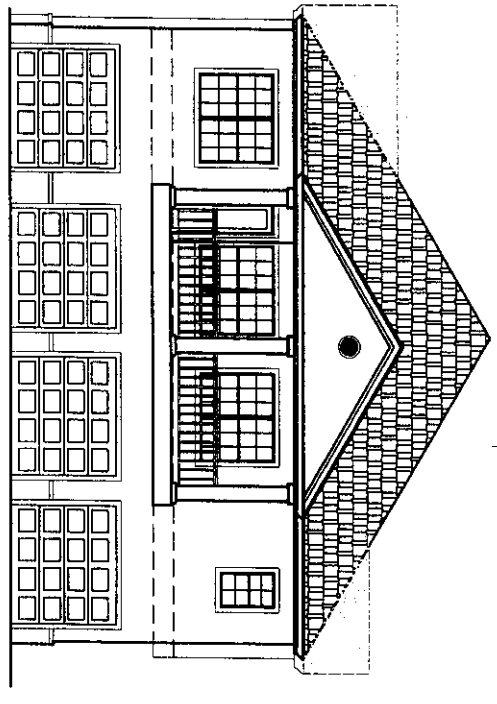
NOT TO SCALE



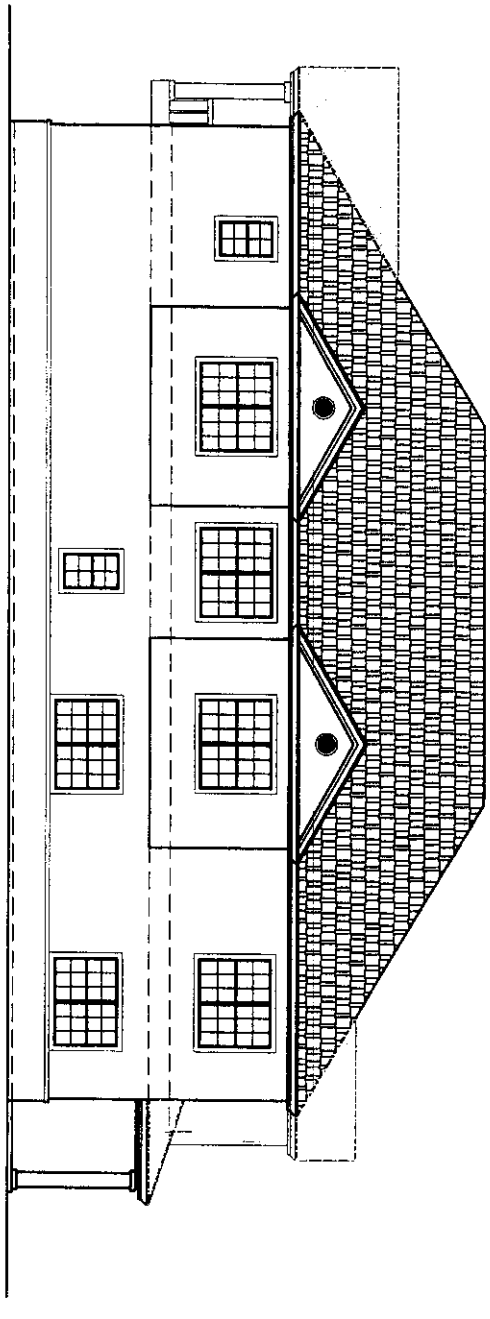
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9999 FAX 904-730-9636



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9988 FAX 904-730-8535

SITE PLAN OF

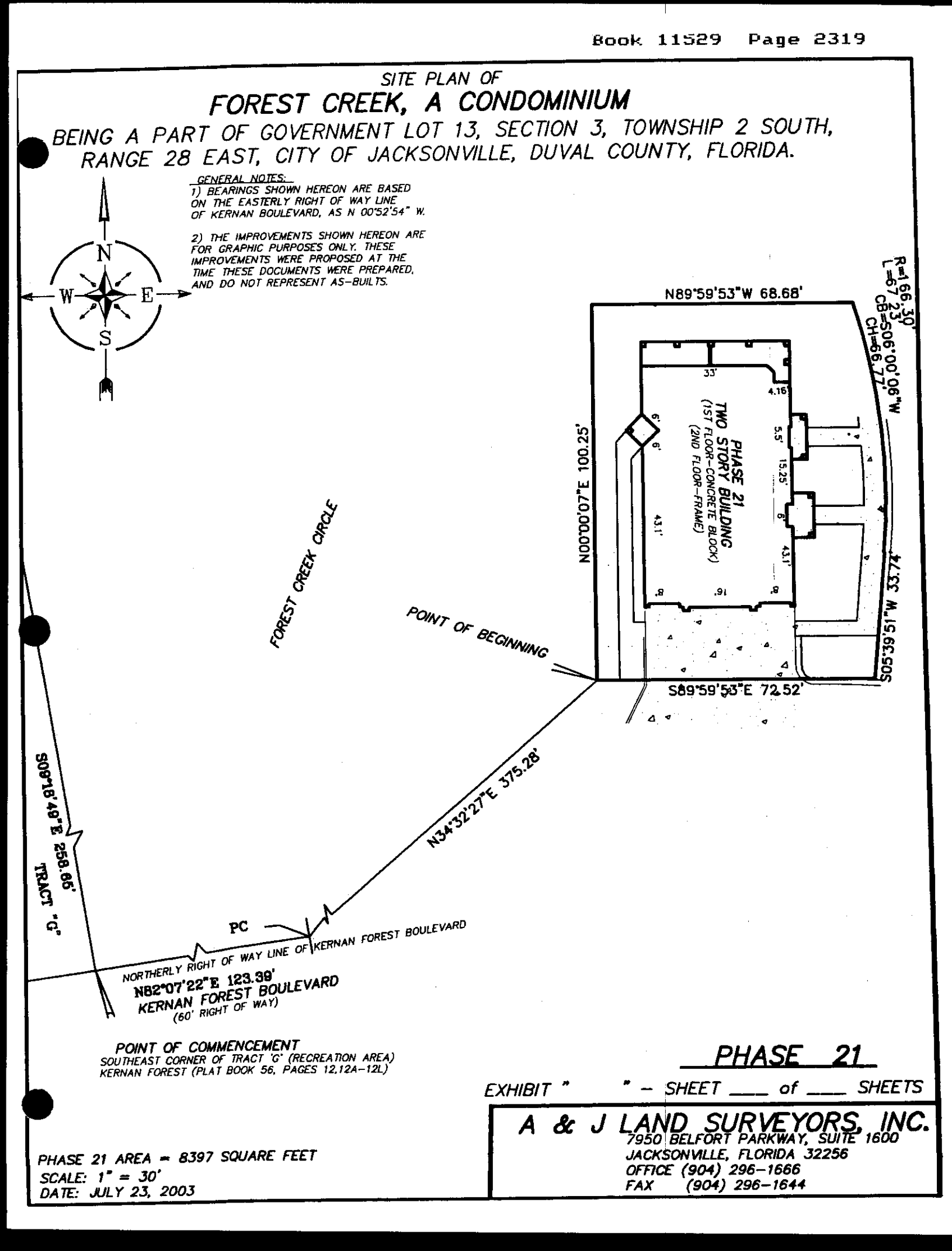
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 21

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 21 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 21
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

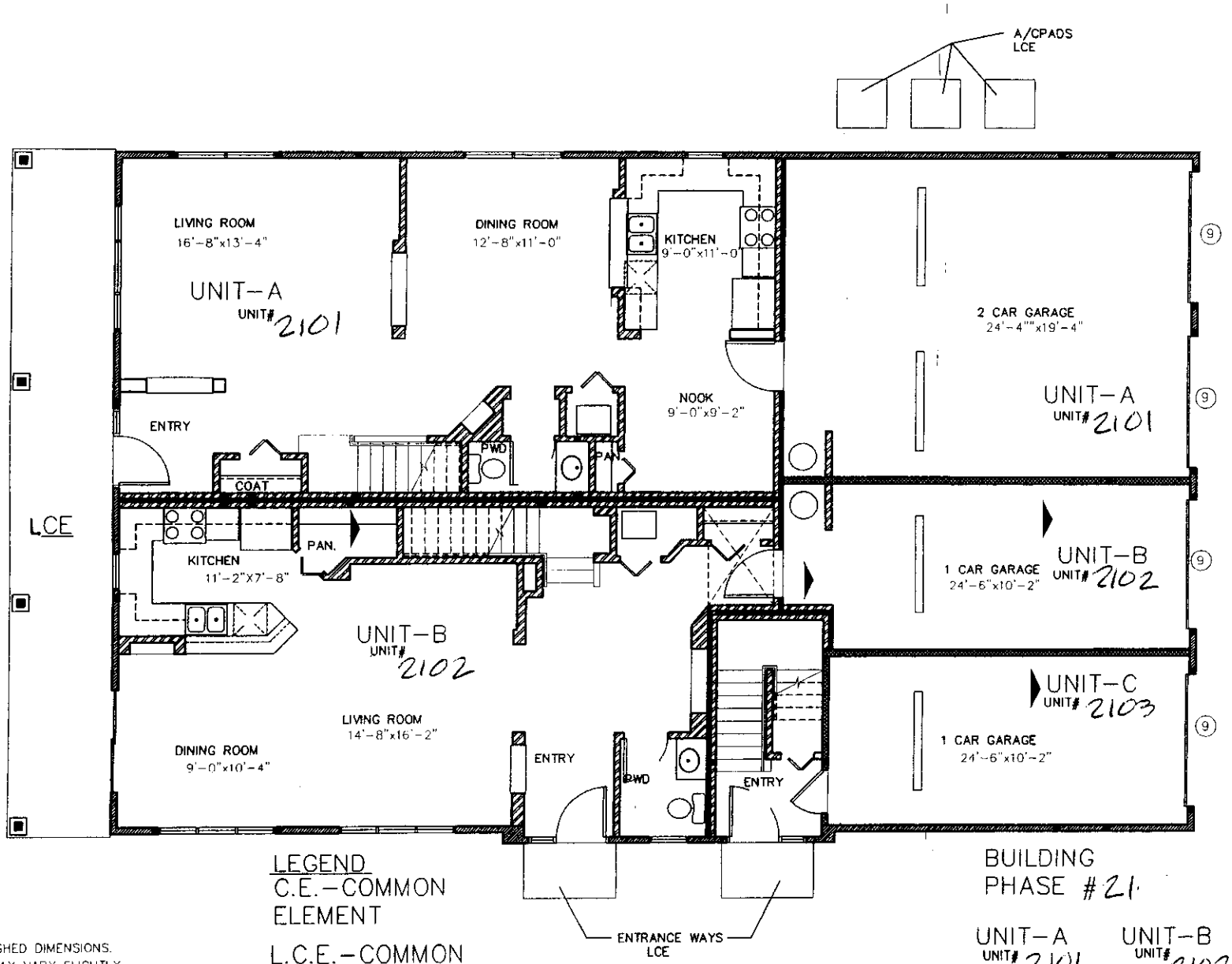
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 34°32'27" EAST, A DISTANCE OF 375.28 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" EAST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" WEST, A DISTANCE OF 68.68 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 166.30 FEET, AN ARC DISTANCE OF 67.23 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°00'06" WEST, 66.77 FEET, TO A POINT , RUN THENCE , SOUTH 05°39'51"WEST, A DISTANCE OF 33.74; TO A POINT, RUN THENCE SOUTH 89°59'53"EAST, A DISTANCE OF 72.52 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

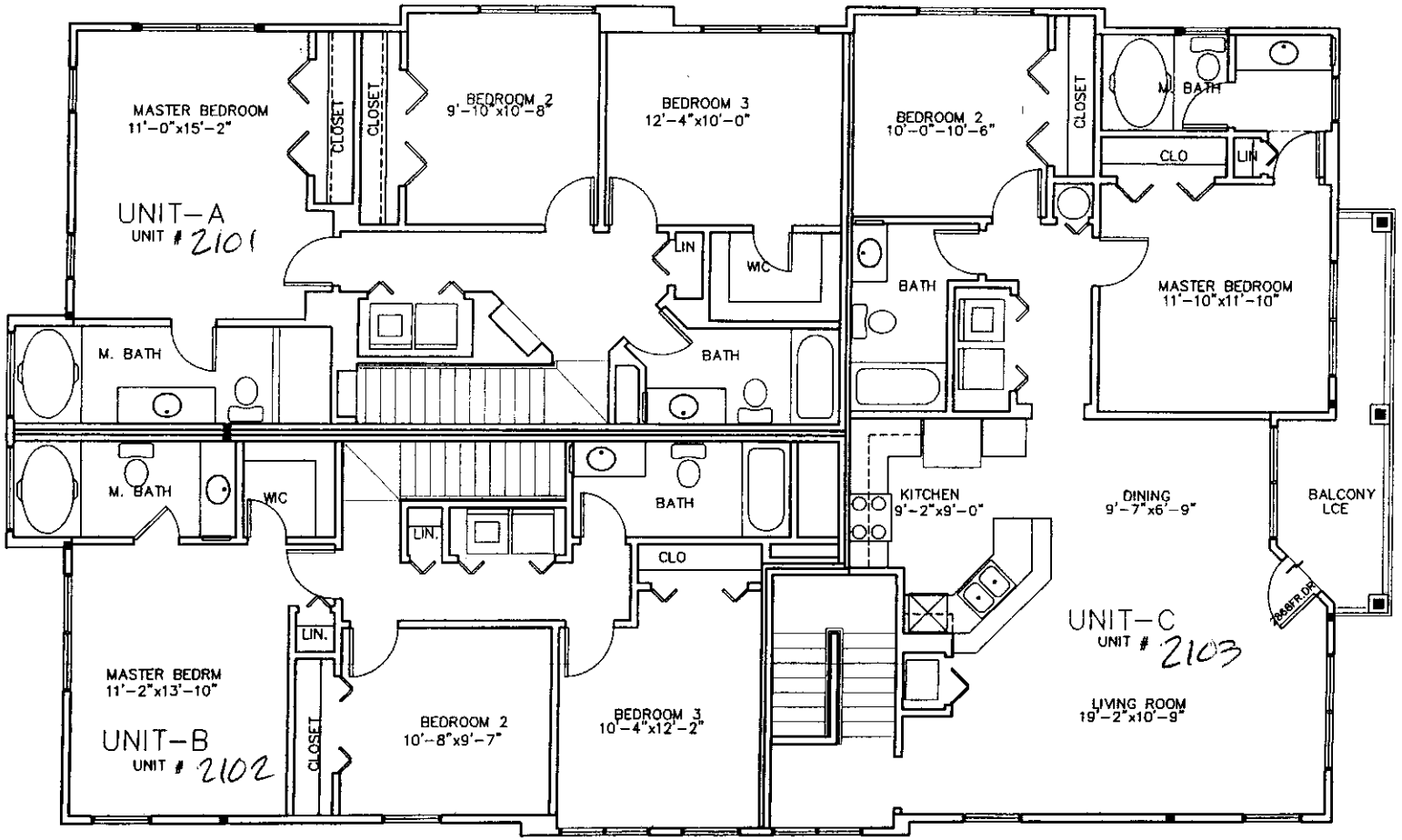
BUILDING PHASE #21

UNIT–A UNIT# 2101
UNIT–B UNIT# 2102
UNIT–C UNIT# 2103

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



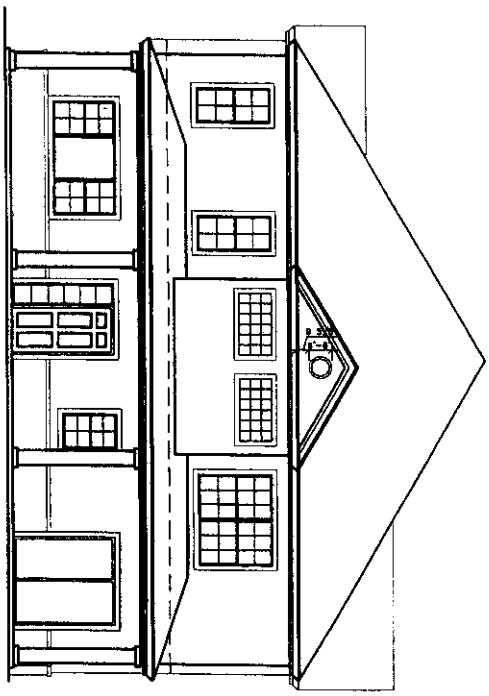
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 21

UNIT-A UNIT # 2101 UNIT-B UNIT # 2102 UNIT-C UNIT # 2103

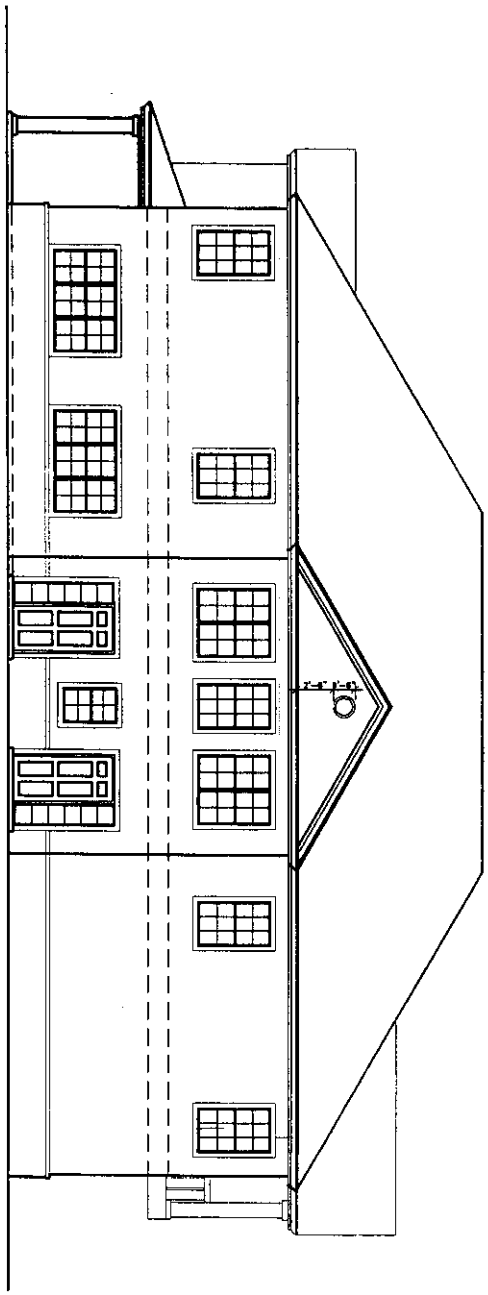
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

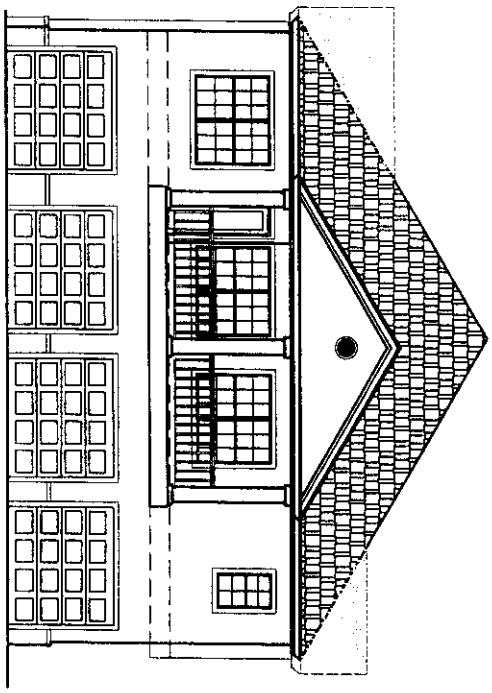
NOT TO SCALE



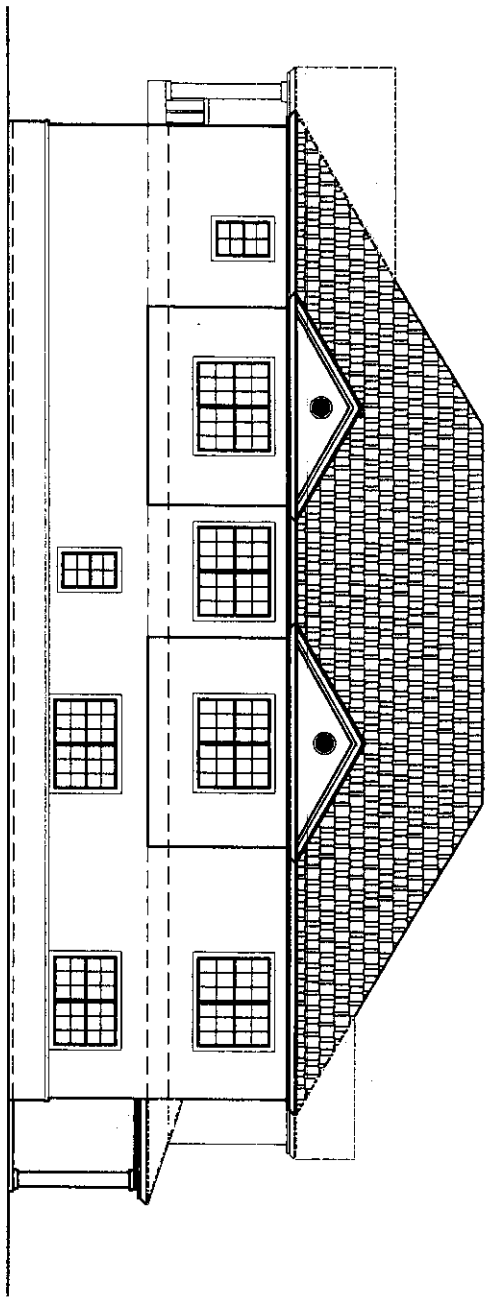
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST, A CONDOMINIUM, JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7900 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9888 FAX 904-739-9635



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9888 FAX 904-739-8835

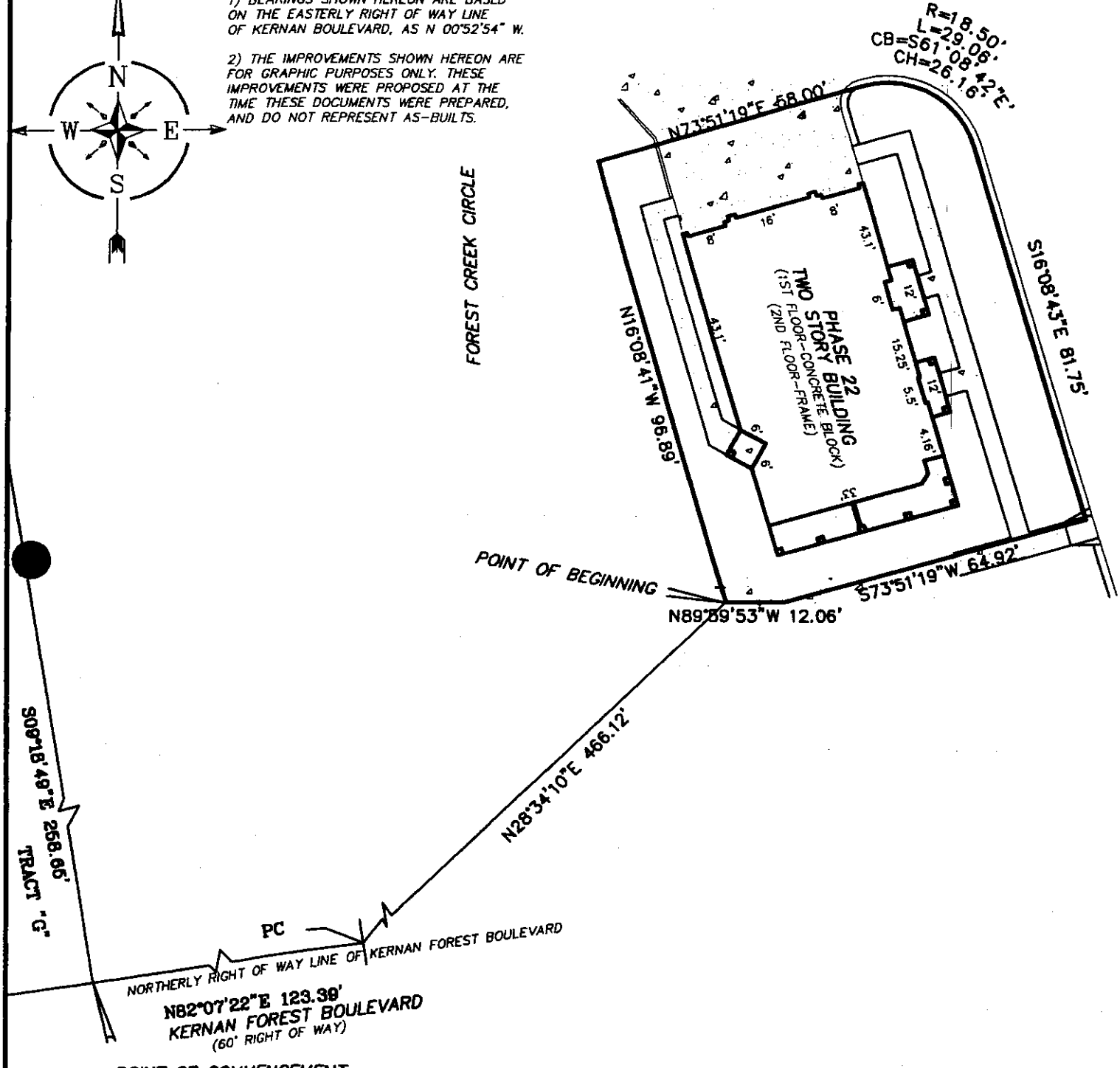
SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 22

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 22 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 22
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

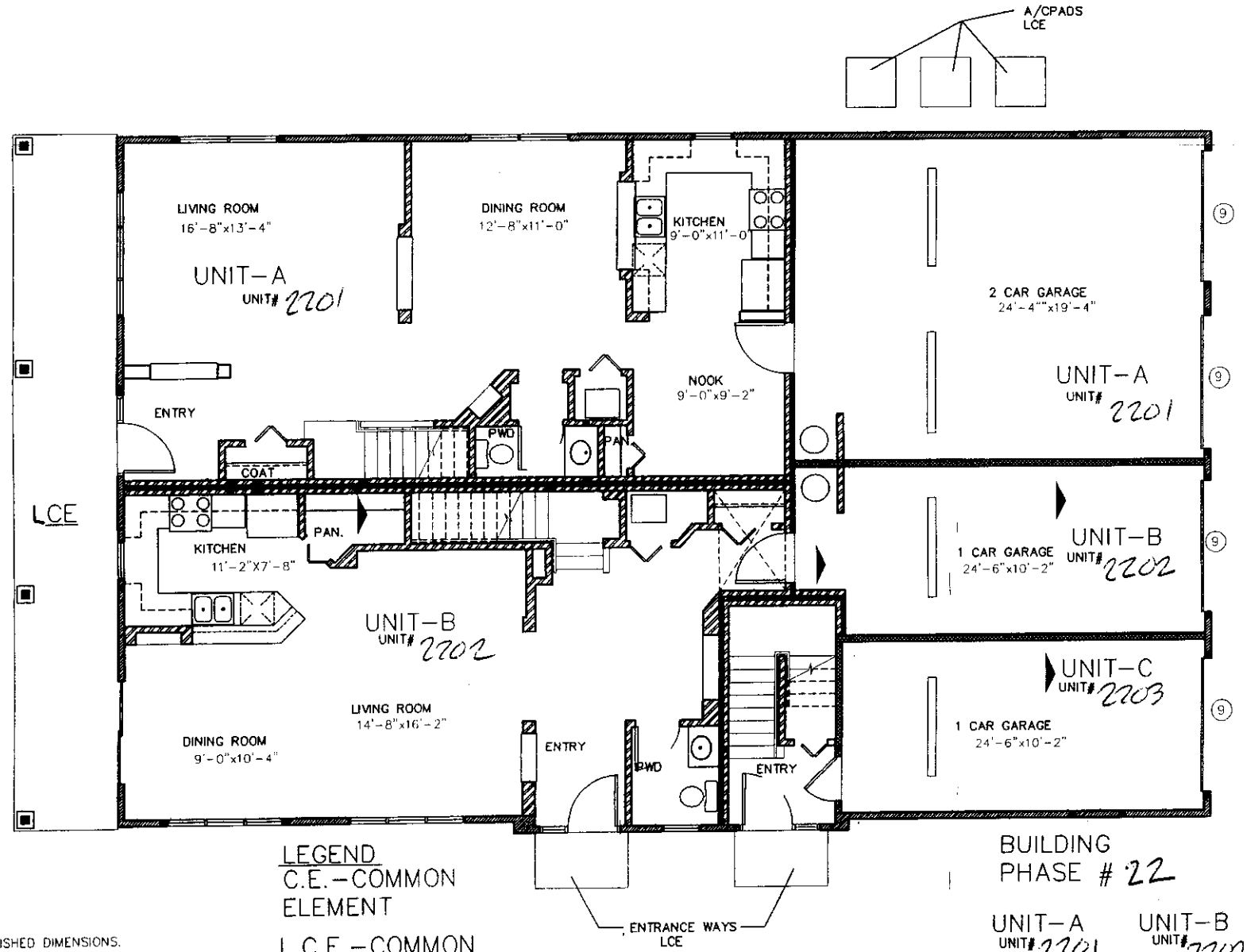
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 28°34'10" EAST, A DISTANCE OF 466.12 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 16°08'41" WEST, A DISTANCE OF 96.89 FEET, TO A POINT; RUN THENCE NORTH 73°51'19" EAST, A DISTANCE OF 58.00 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 18.50 FEET, AN ARC DISTANCE OF 29.06 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61°08'42" EAST, 26.16 FEET, TO A POINT , RUN THENCE , SOUTH 16°08'43"EAST, A DISTANCE OF 81.75; TO A POINT, RUN THENCE SOUTH 73°51'19"WEST, A DISTANCE OF 64.92 FEET; TO A POINT, RUN THENCE NORTH 89°59'53"WEST, A DISTANCE OF 12.06 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

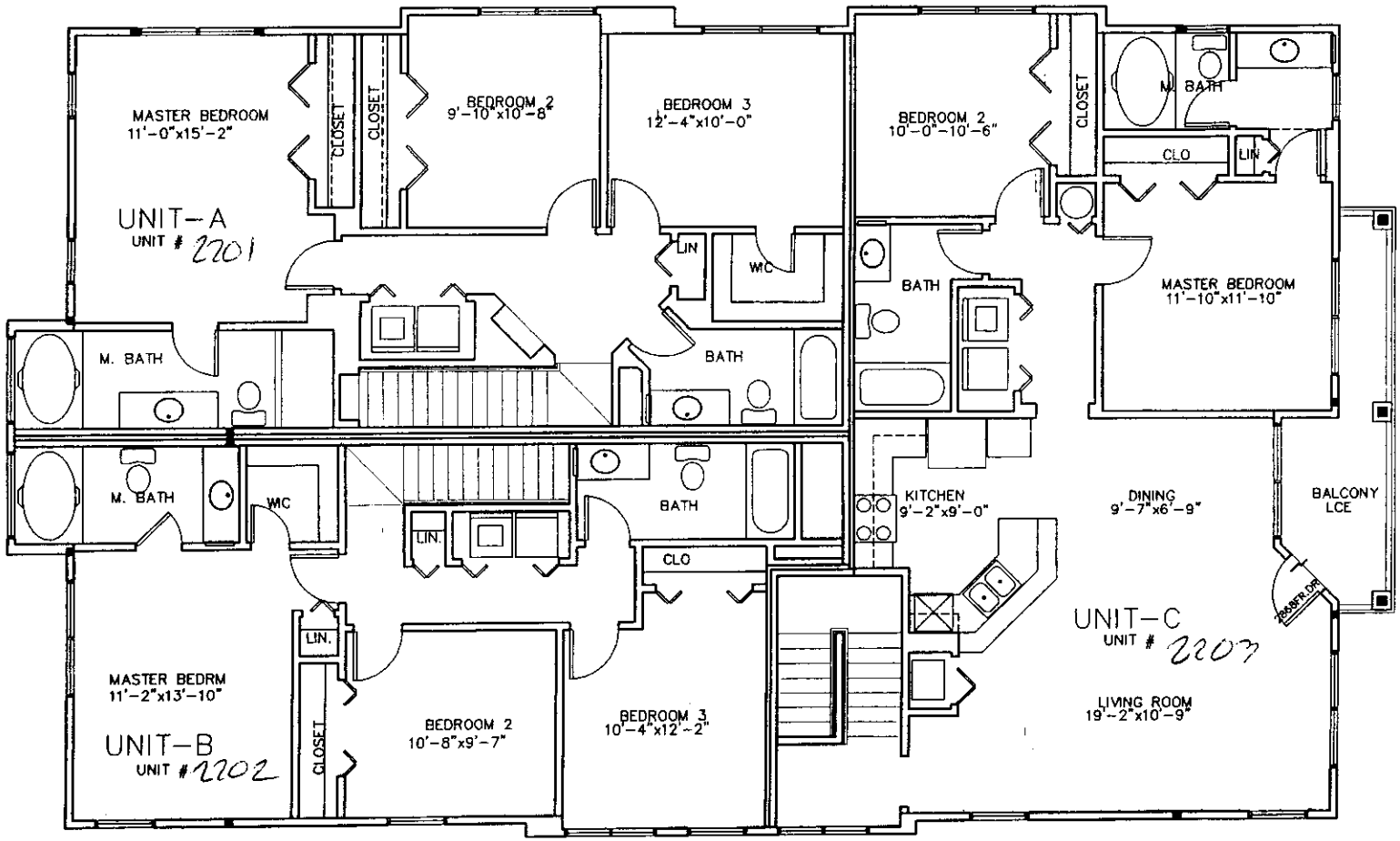
BUILDING PHASE # 22

UNIT-A UNIT# 2201 UNIT-B UNIT# 2202 UNIT-C UNIT# 2203

Book 11529 Page 2328

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 22

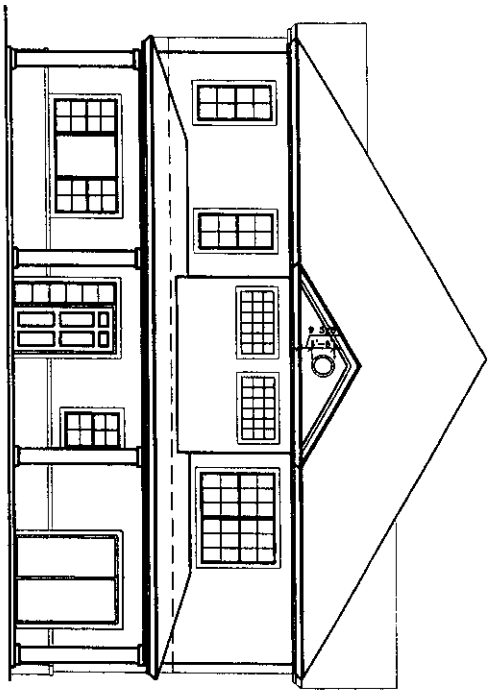
UNIT-A UNIT # 2201

UNIT-B UNIT # 2202

UNIT-C UNIT # 2203

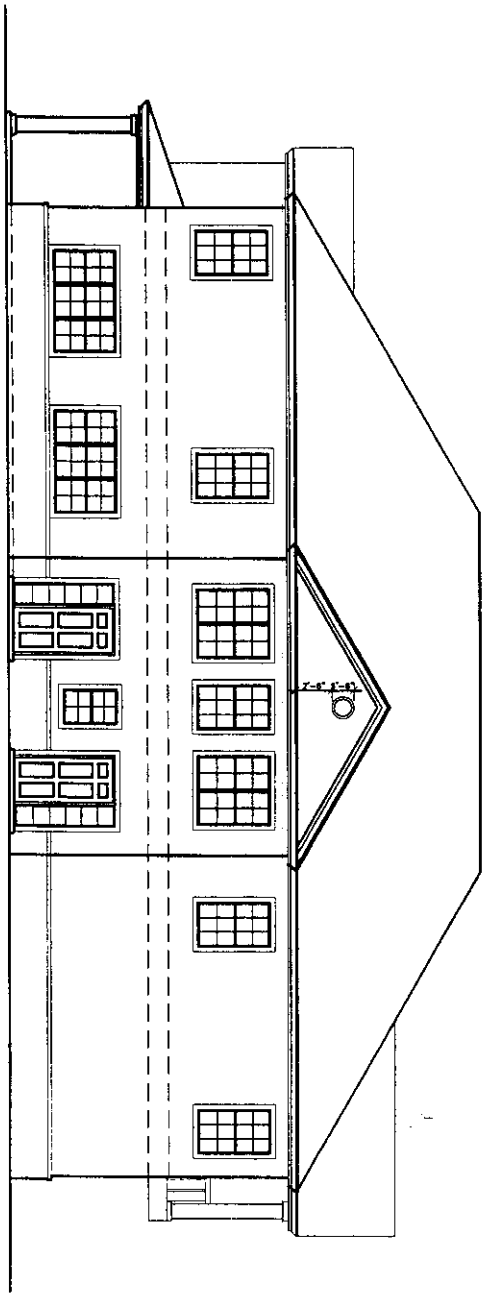
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

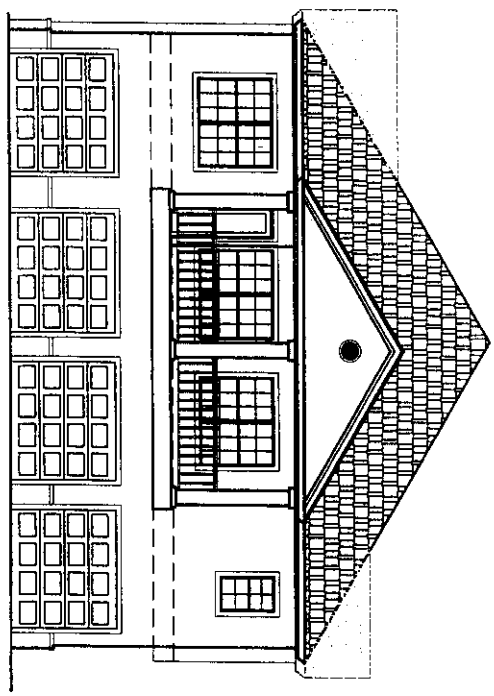
NOT TO SCALE



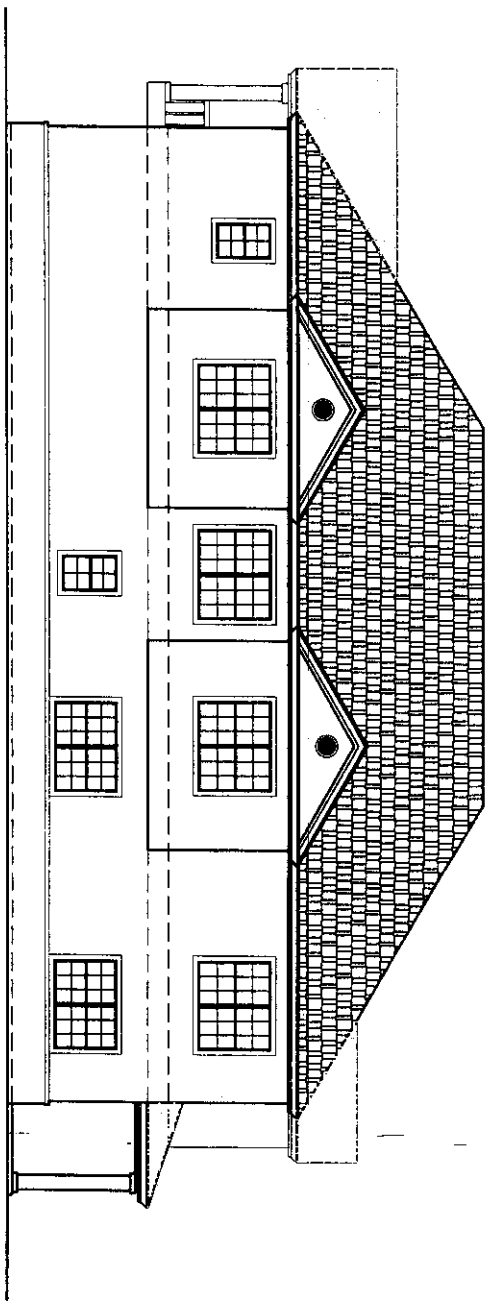
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9808 FAX 904-739-8636



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA

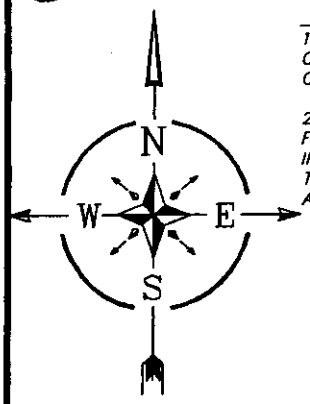
SITE PLAN OF

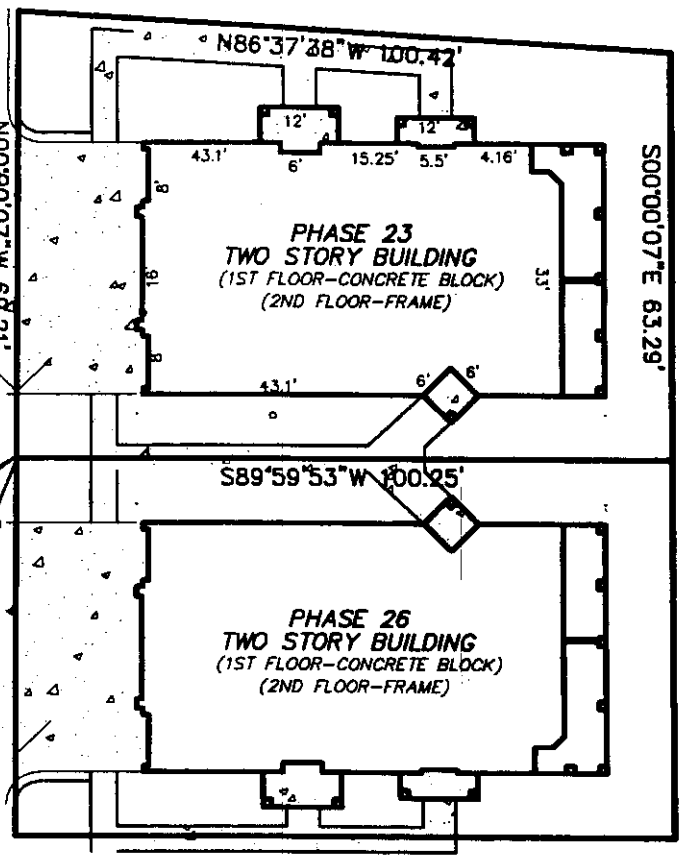
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





FOREST CREEK CIRCLE

POINT OF BEGINNING

N22°50'38"E 491.42'

S09°18'49"E 258.65'

TRACT "G"

PC

NORTHERLY RIGHT OF WAY LINE OF KERNAN FOREST BOULEVARD

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 23

EXHIBIT " " - SHEET ____ of ____ SHEETS

PHASE 23 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 23
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

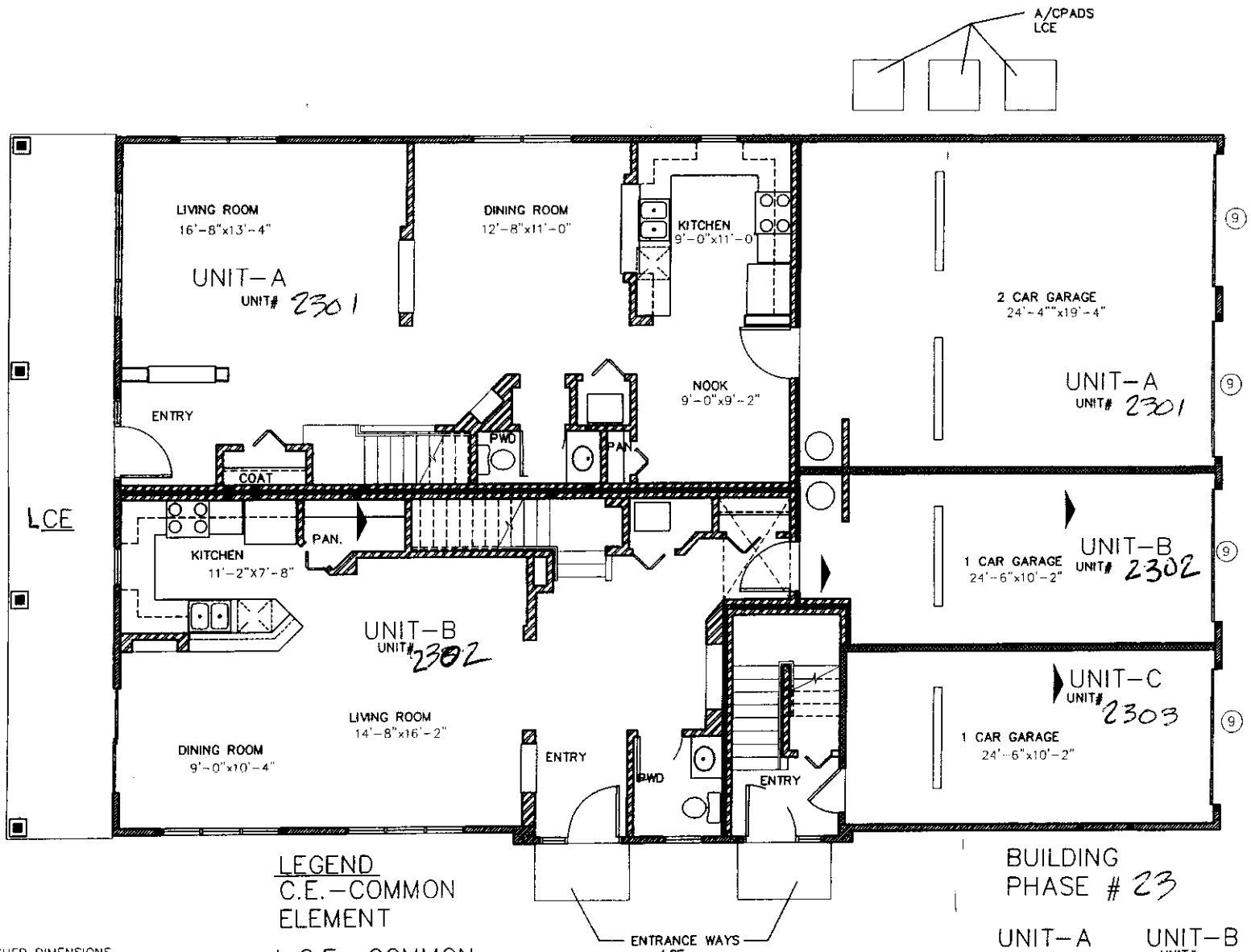
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 22°50'38" EAST, A DISTANCE OF 491.42 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 69.21 FEET, TO A POINT; RUN THENCE NORTH 86°37'38" WEST, A DISTANCE OF 100.42 FEET, TO A POINT, RUN THENCE, SOUTH 00°00'07"EAST, A DISTANCE OF 63.29; TO A POINT, RUN THENCE SOUTH 89°59'53"WEST, A DISTANCE OF 100.25 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

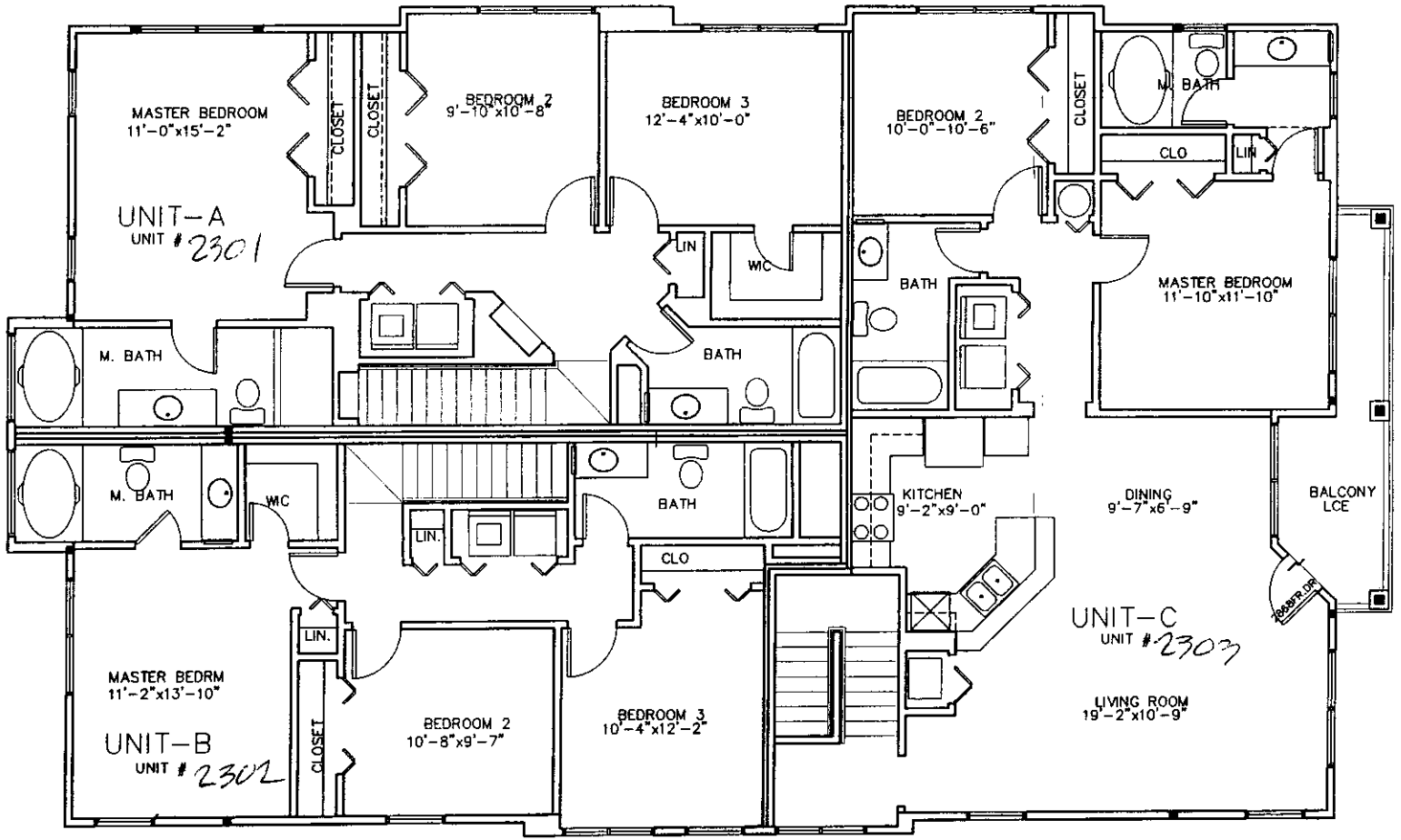
BUILDING PHASE # 23

UNIT–A UNIT# 2301
UNIT–B UNIT# 2302
UNIT–C UNIT# 2303

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #23

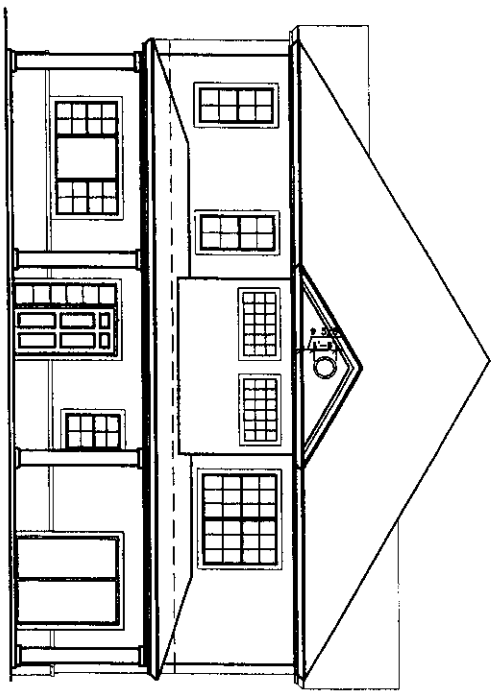
UNIT-A UNIT # 2301

UNIT-B UNIT # 2302

UNIT-C UNIT # 2303

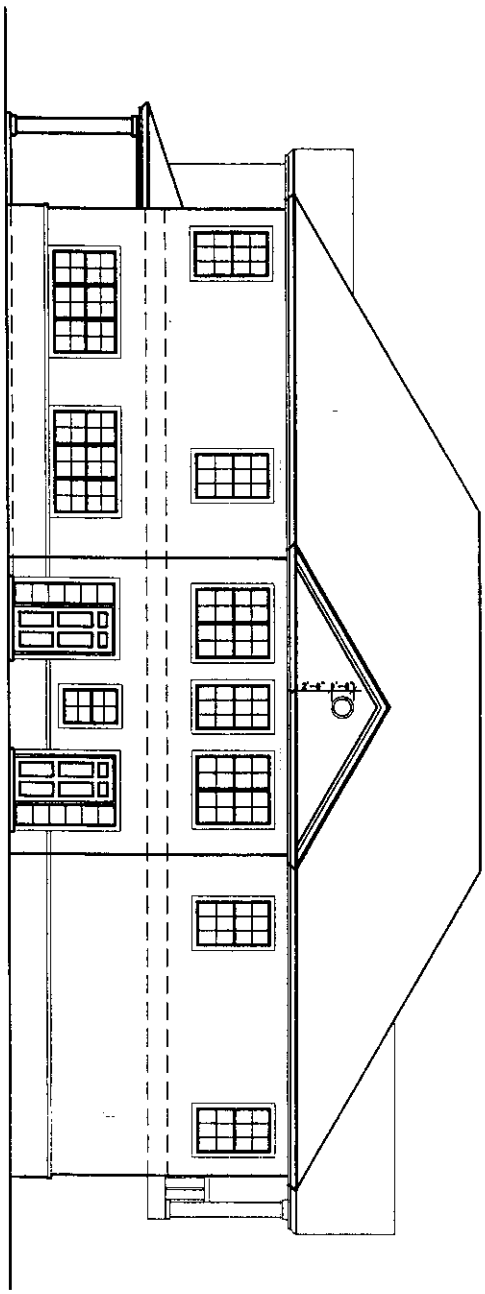
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

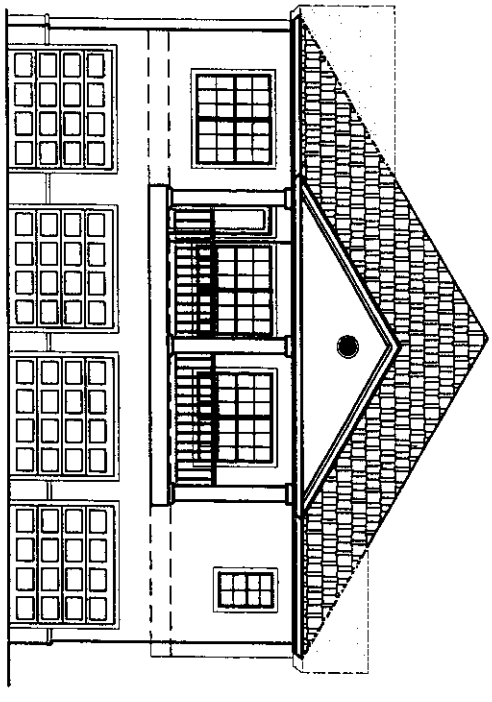
NOT TO SCALE



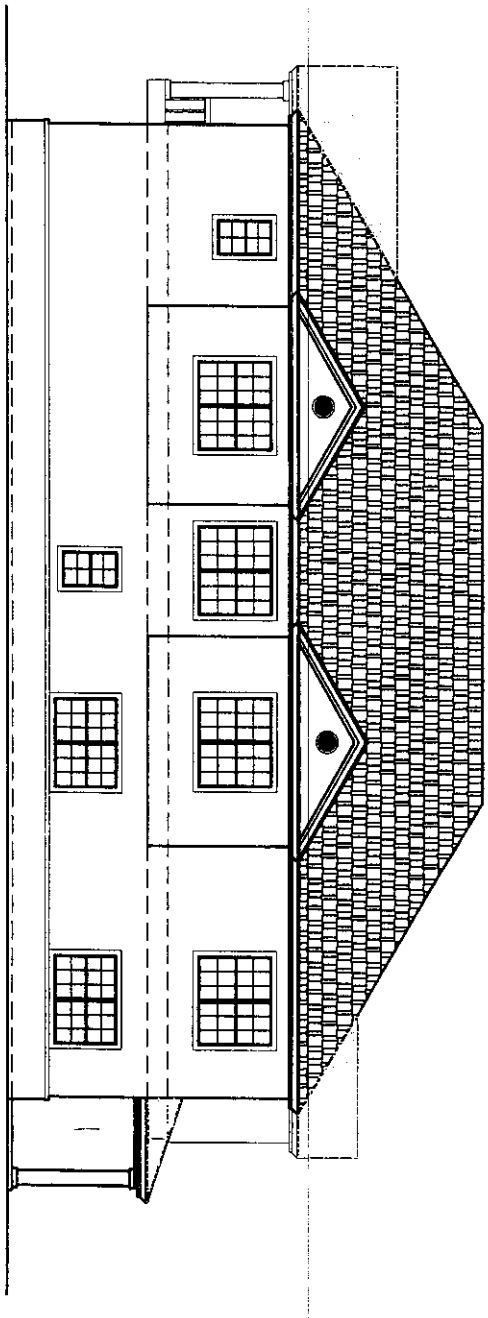
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-738-9988 FAX 904-738-6635



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

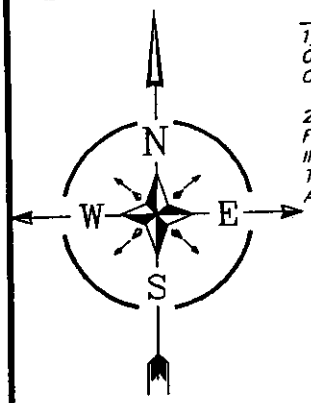
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9999 FAX 904-739-8535

SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

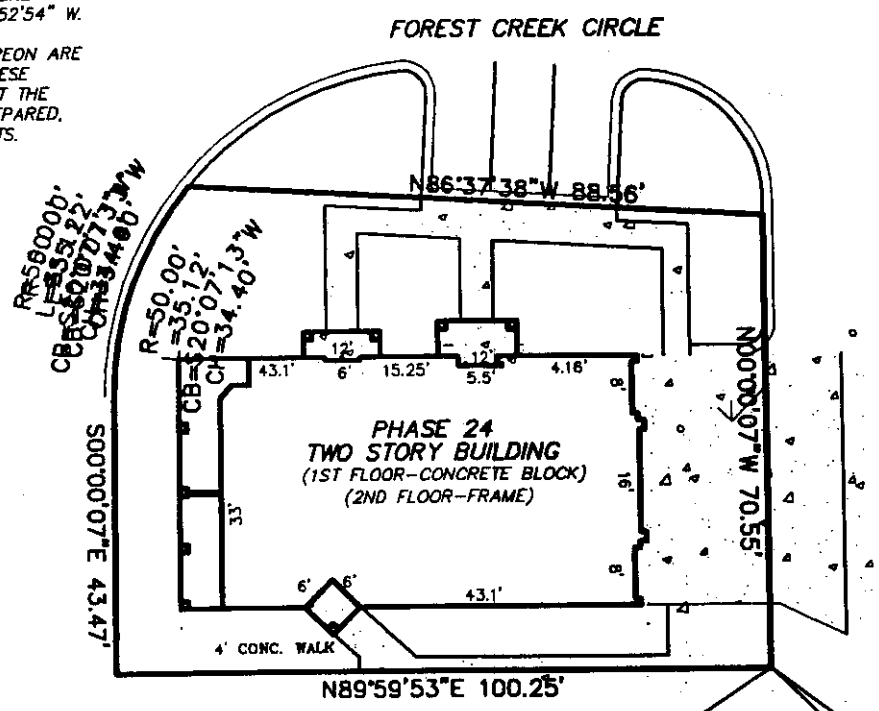
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



POINT OF BEGINNING

N07°30'57"E 516.32'

S09°18'49"E 258.66'

TRACT "G"

PC

NORTHERLY RIGHT OF WAY LINE OF KERNAN FOREST BOULEVARD

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 24

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 24 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 24
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

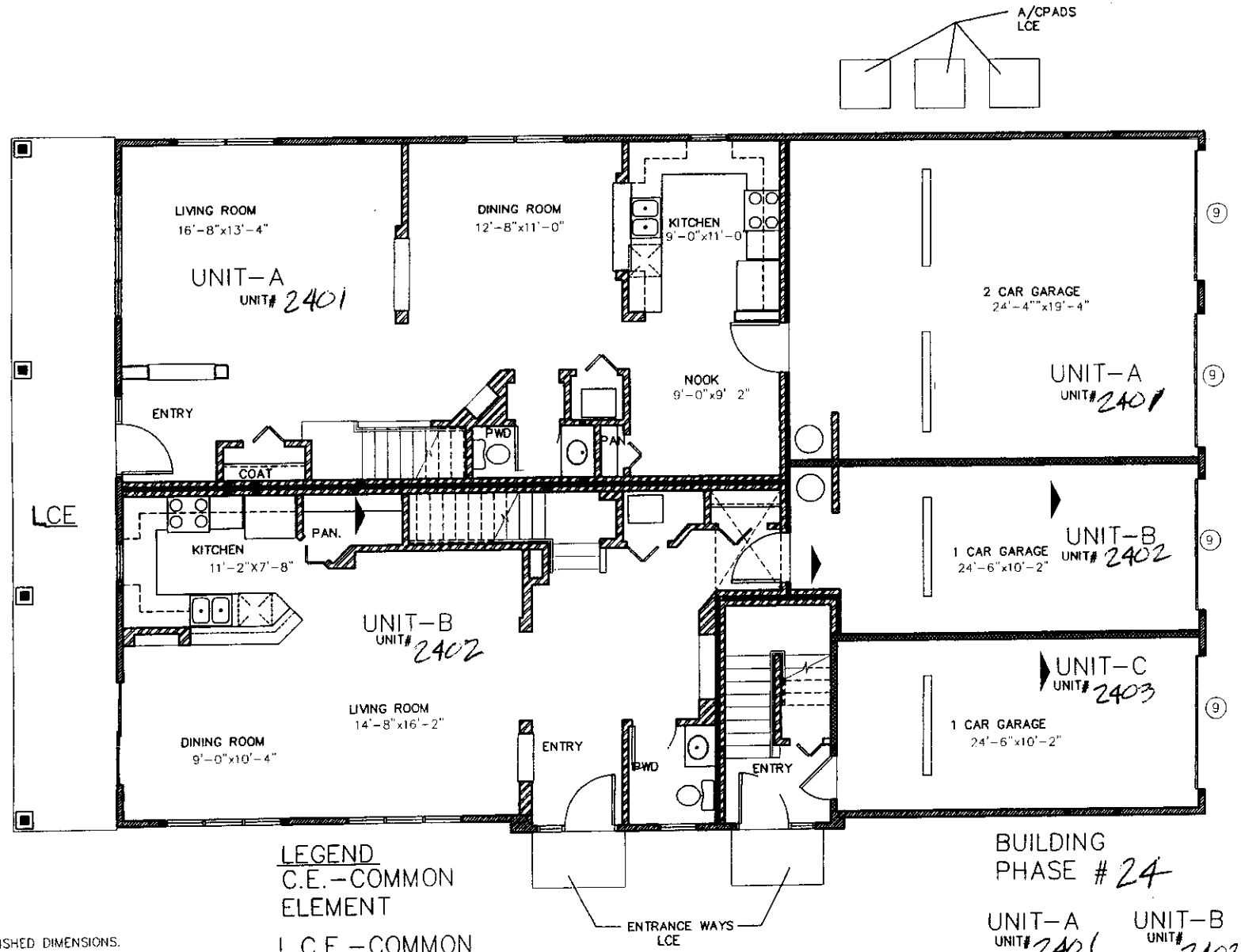
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 07°30'57" EAST, A DISTANCE OF 516.32 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 70.55 FEET, TO A POINT; RUN THENCE NORTH 86°37'38" WEST, A DISTANCE OF 88.56 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 35.12 FEET, TO THE POINT OF TANGENCY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20°07'13" WEST, 34.40 FEET, TO A POINT , RUN THENCE , SOUTH 00°00'07"EAST, A DISTANCE OF 43.47; TO A POINT, RUN THENCE NORTH 89°59'53"EAST, A DISTANCE OF 100.25 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.-COMMON ELEMENT

L.C.E.-COMMON ELEMENT

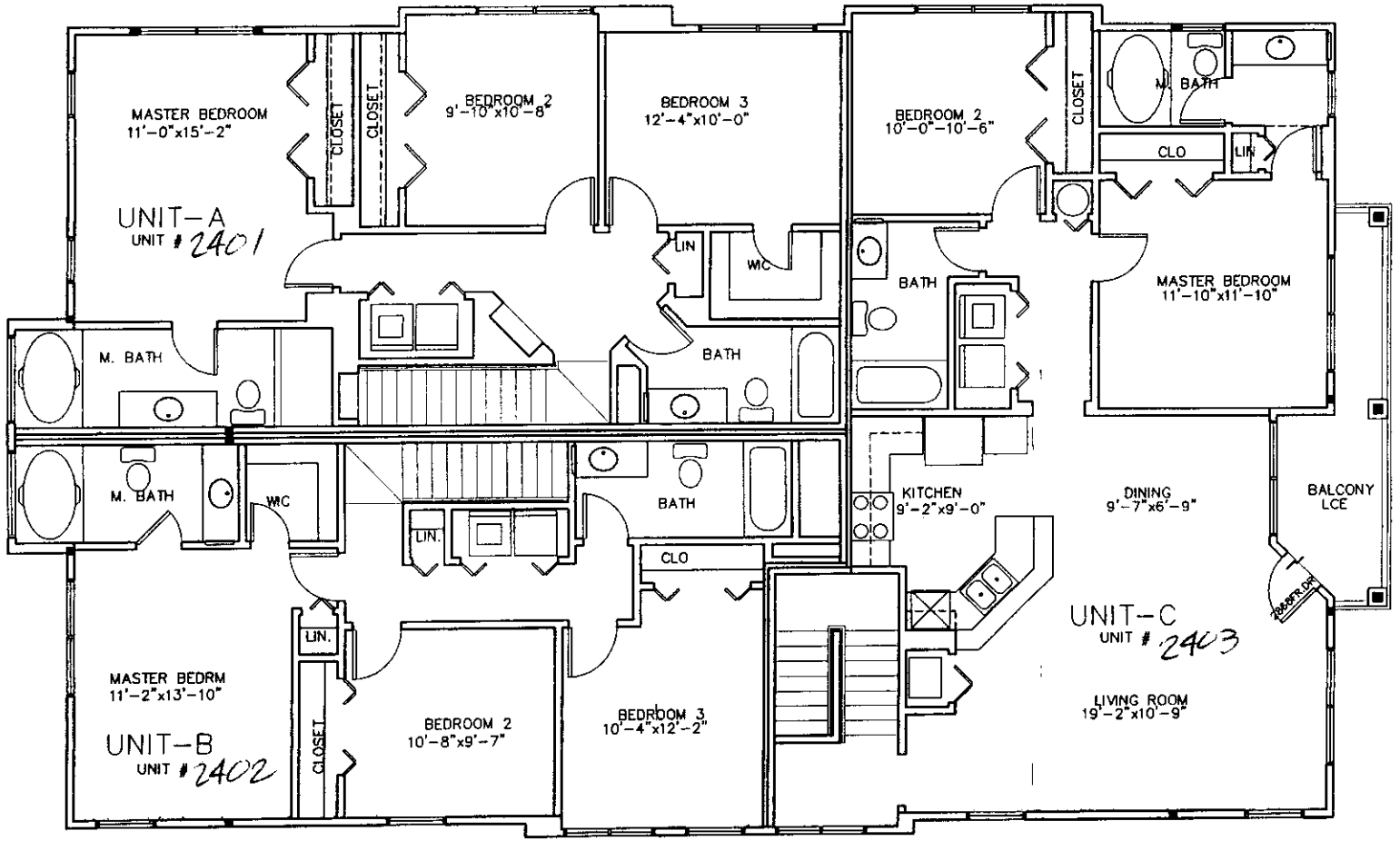
BUILDING PHASE # 24

UNIT-A UNIT# 2401 UNIT-B UNIT# 2402 UNIT-C UNIT# 2403

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 24

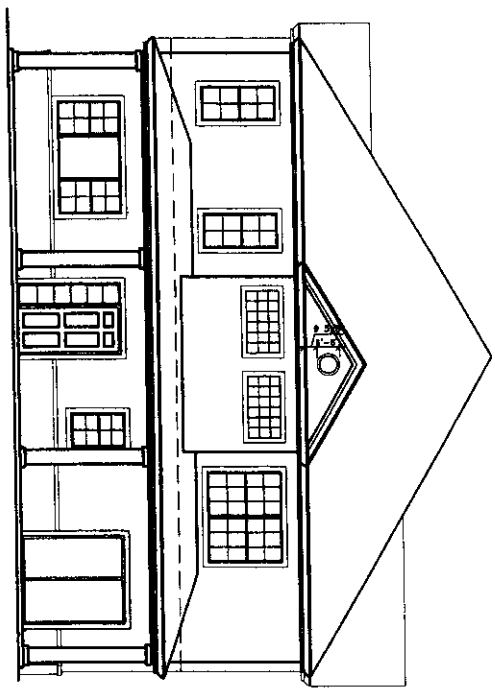
UNIT-A UNIT # 2401

UNIT-B UNIT # 2402

UNIT-C UNIT # 2403

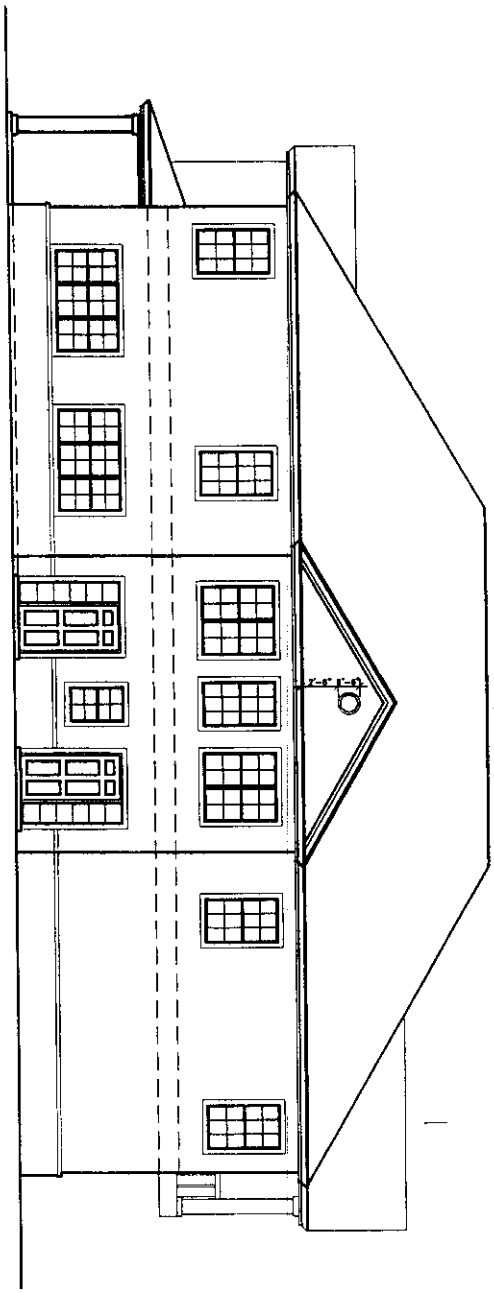
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

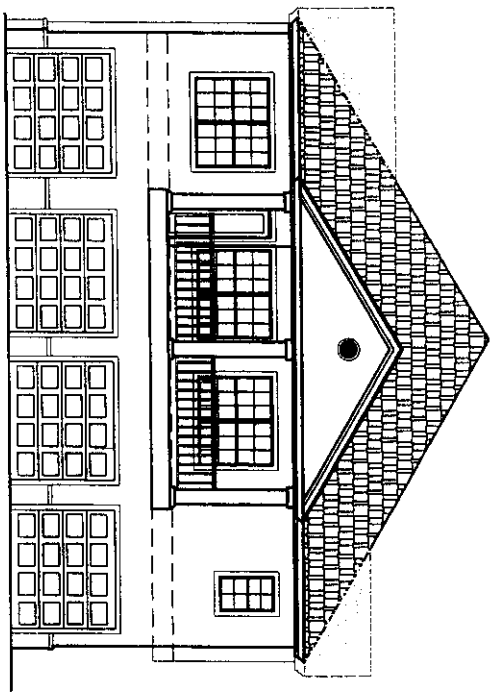
NOT TO SCALE



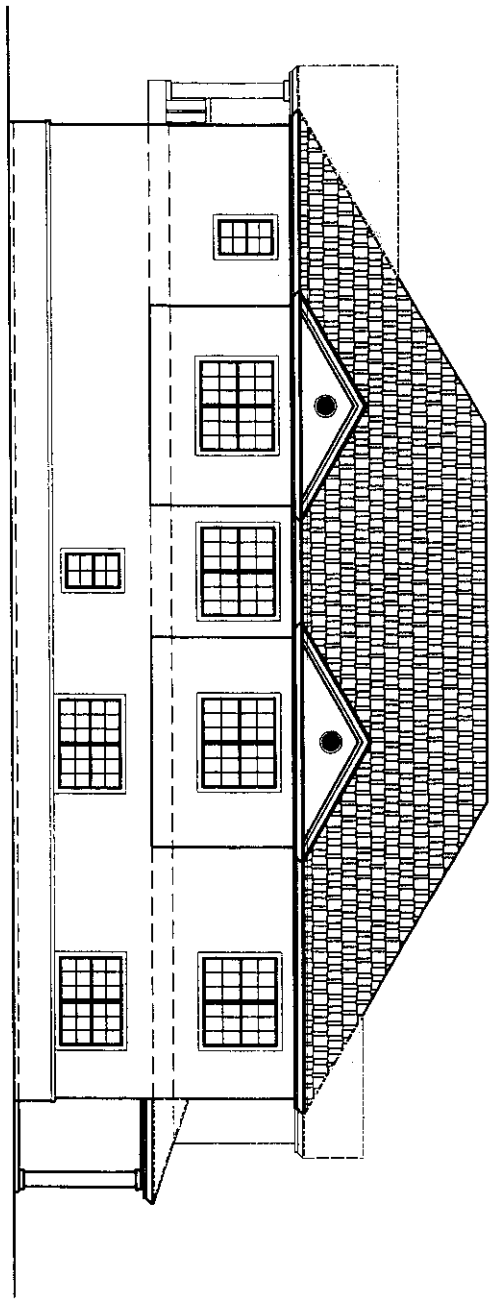
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST, A CONDOMINIUM, JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7969 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9966 FAX 904-739-9535



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-738-9005 FAX 904-738-8635

SITE PLAN OF

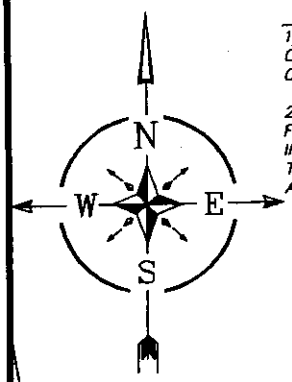
FOREST CREEK, A CONDOMINIUM

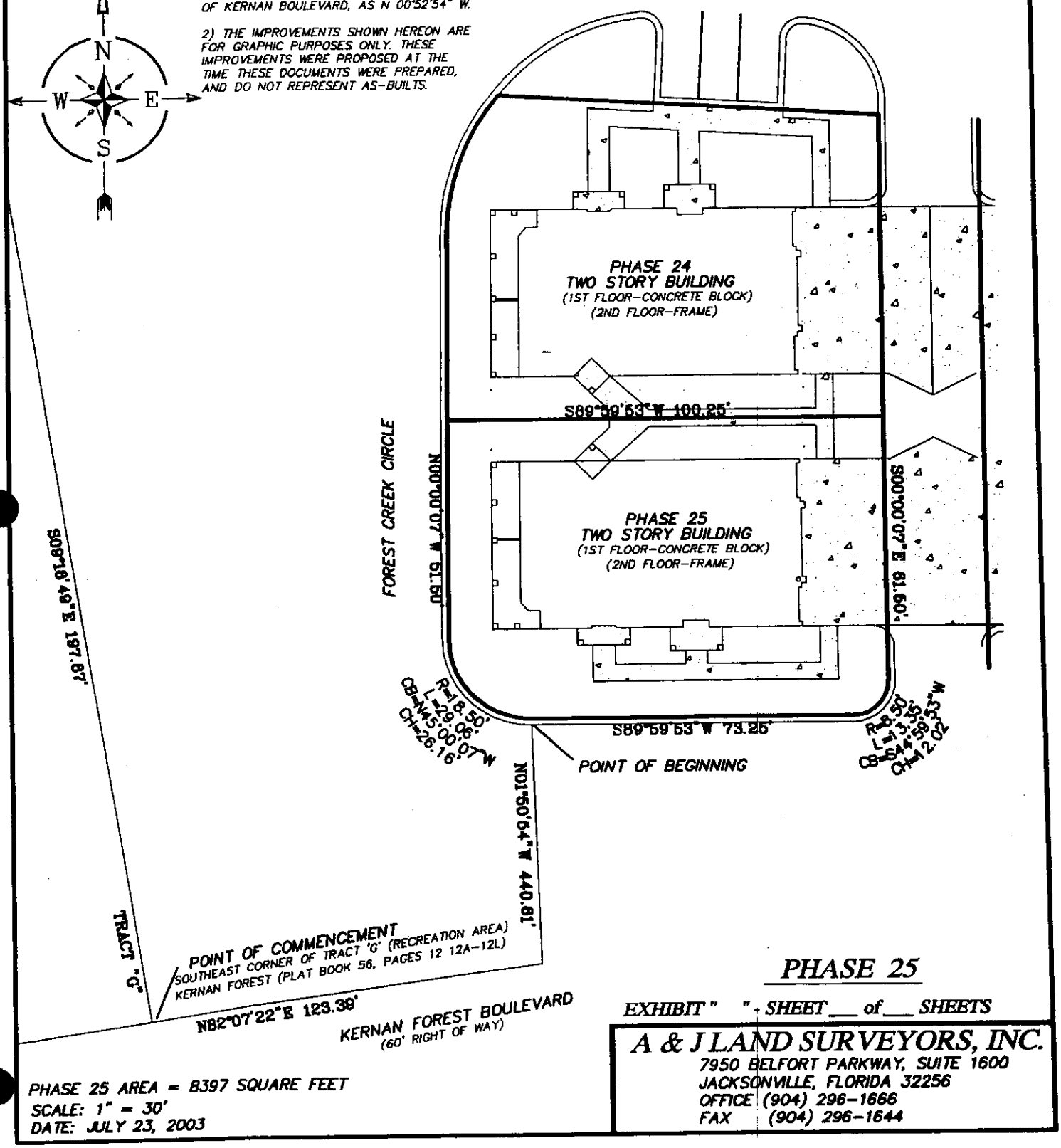
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





PHASE 25

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 25 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
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Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 25
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

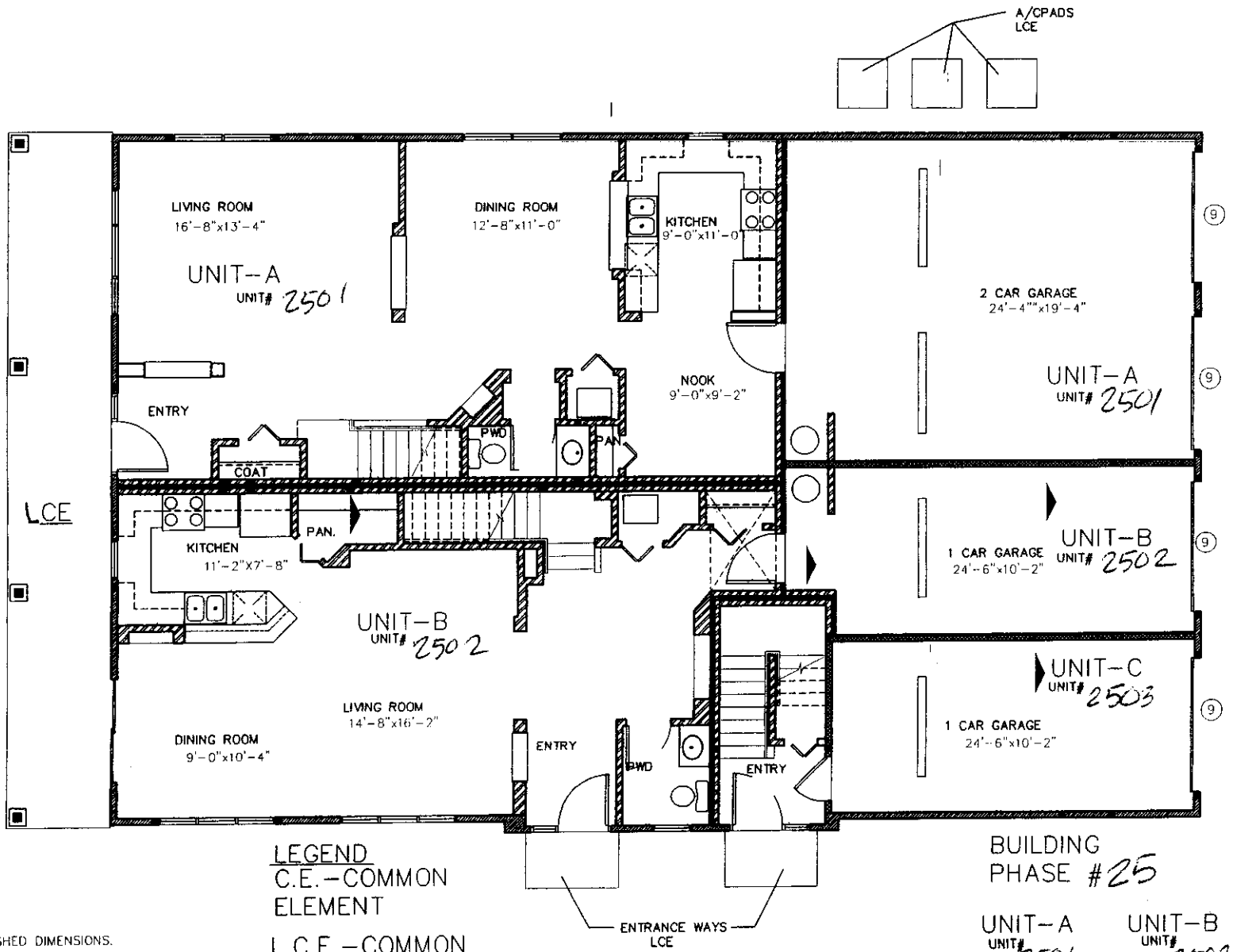
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 89°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 01°50'54" WEST, A DISTANCE OF 440.61 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 45°00'07" WEST, A DISTANCE OF 26.16 FEET, TO A POINT; RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 51.50 FEET, TO A POINT; RUN THENCE SOUTH 89°59'53" WEST, A DISTANCE OF 100.25 FEET, TO A POINT; RUN THENCE SOUTH 00°00'07" EAST, 61.50 FEET, TO A POINT RUN THENCE SOUTH 44° 59'53"WEST, 12.02 FEET, THENCE SOUTH 89°59'53"WEST, 73.25 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 7387 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

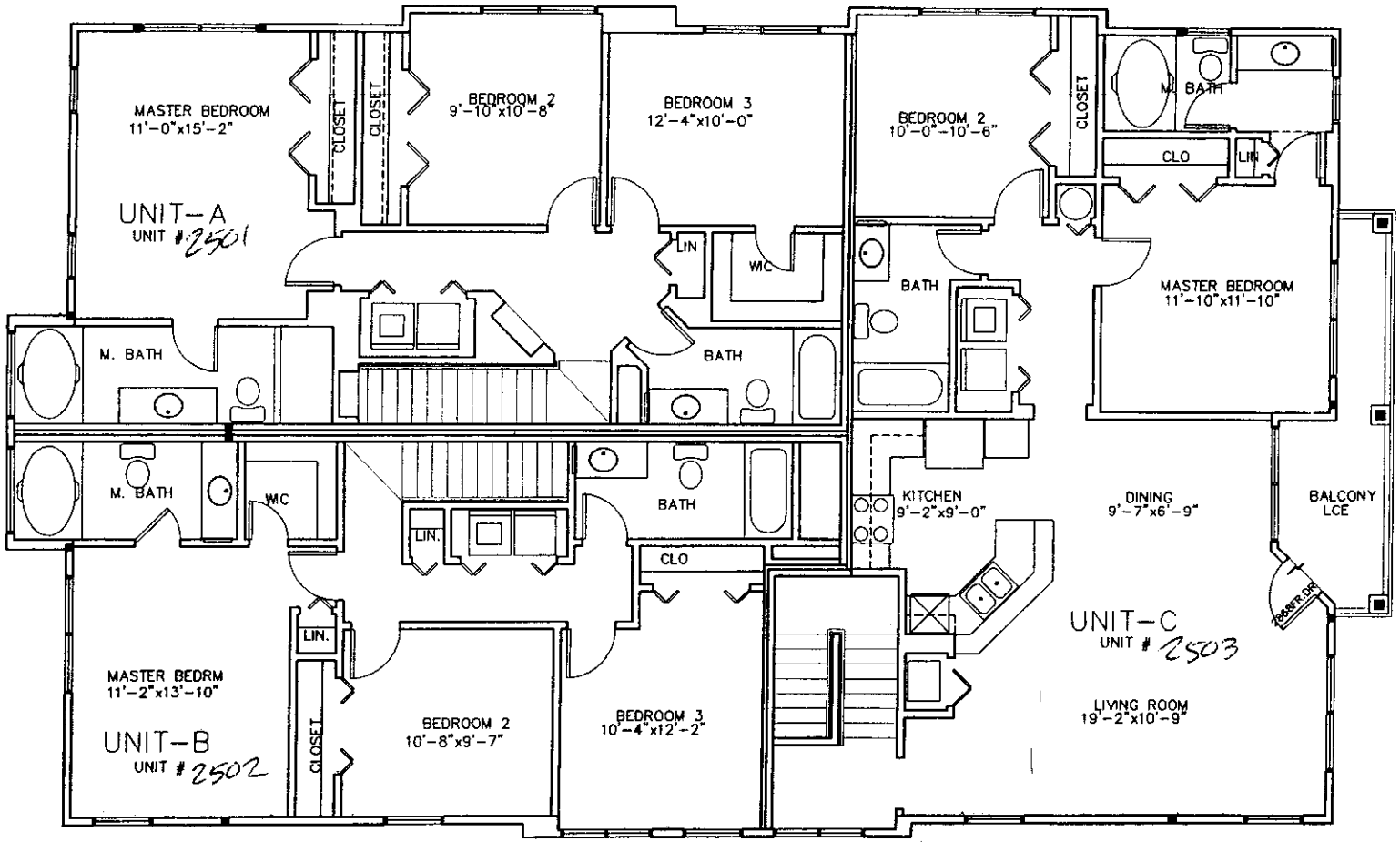
BUILDING PHASE #25

UNIT-A UNIT# 2501
UNIT-B UNIT# 2502
UNIT-C UNIT# 2503

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #25

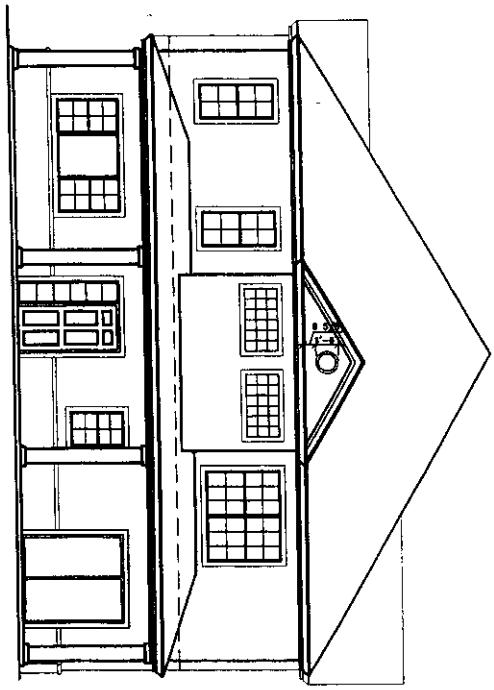
UNIT-A UNIT # 2501

UNIT-B UNIT # 2502

UNIT-C UNIT # 2503

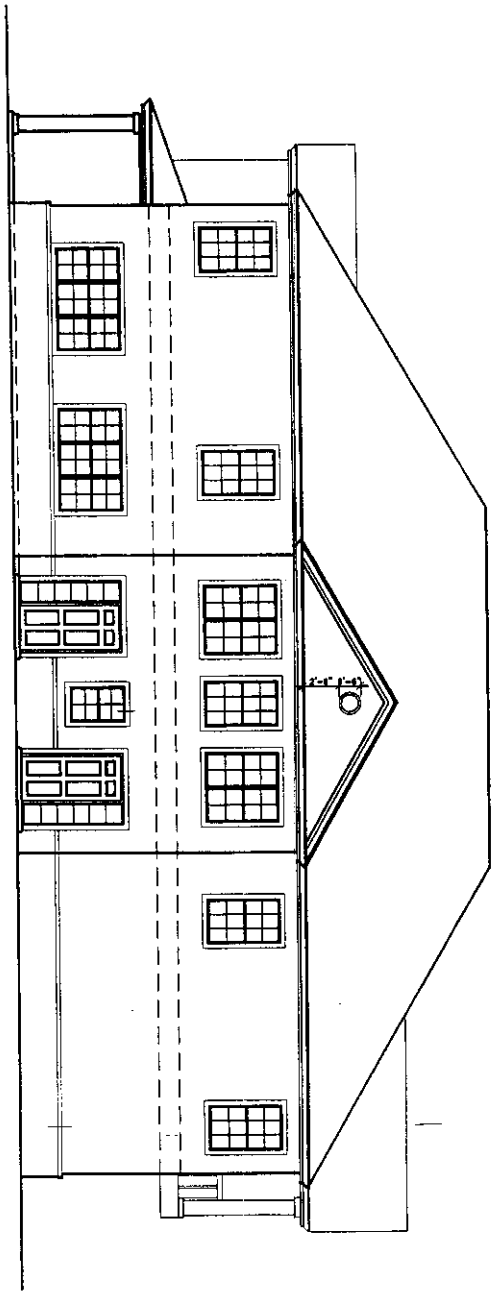
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

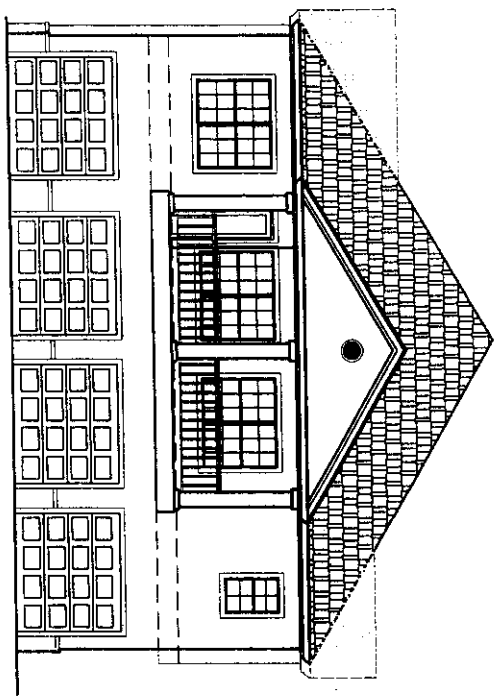
NOT TO SCALE



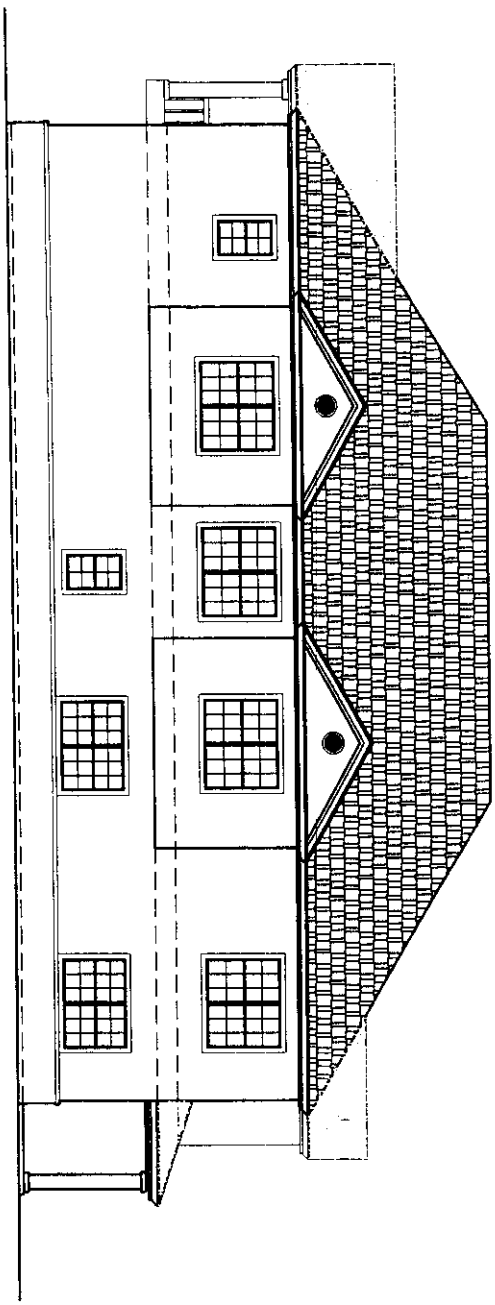
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST, A CONDOMINIUM, JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-6635



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9888 FAX 904-739-8636

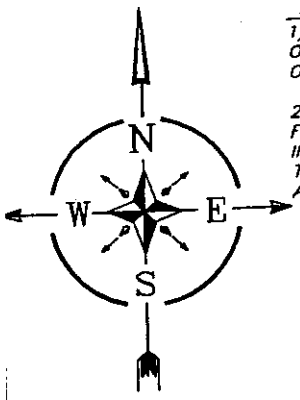
SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



FOREST CREEK CIRCLE

PHASE 23
TWO STORY BUILDING
(1ST FLOOR-CONCRETE BLOCK)
(2ND FLOOR-FRAME)

N89°59'53"E 100.24'

PHASE 26
TWO STORY BUILDING
(1ST FLOOR-CONCRETE BLOCK)
(2ND FLOOR-FRAME)

S00°00'07"E 59.00'

N00°00'07"W 59.00'

S89°59'53"W 100.25'

POINT OF BEGINNING

N22°50'38"E 491.42'

S09°18'48"E 258.85'

TRACT "G"

PC

NORTHERLY RIGHT OF WAY LINE OF KERNAN FOREST BOULEVARD

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 26

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 26 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 26
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

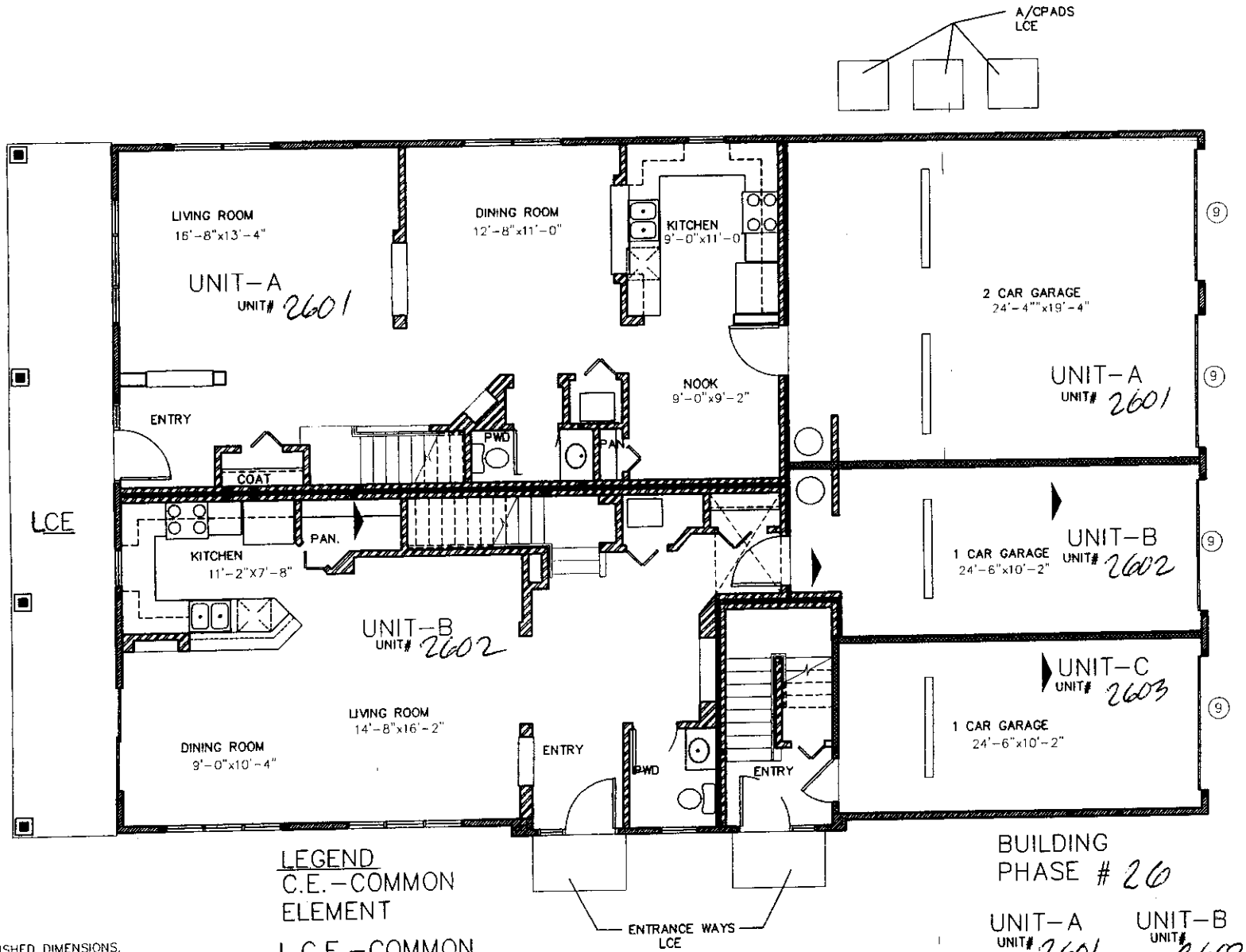
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 22°50'38" EAST, A DISTANCE OF 491.42 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 59.00 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 100.24 FEET, TO A POINT, RUN THENCE, SOUTH 00°00'07"EAST, A DISTANCE OF 59.00; TO A POINT, RUN THENCE SOUTH 89°59'53"WEST, A DISTANCE OF 100.25 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

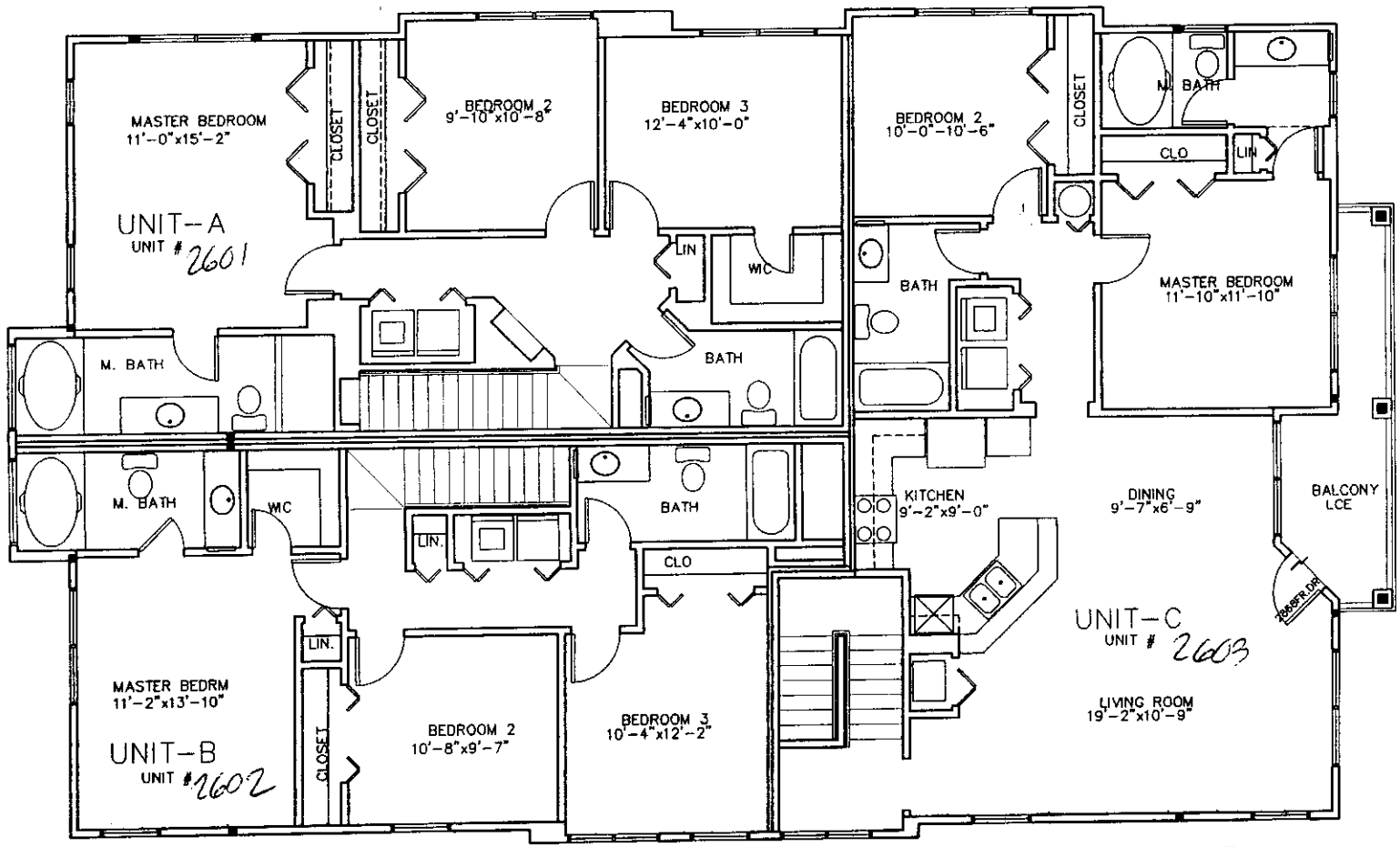
BUILDING PHASE # 26

UNIT-A UNIT# 2601 UNIT-B UNIT# 2602 UNIT-C UNIT# 2603

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 26

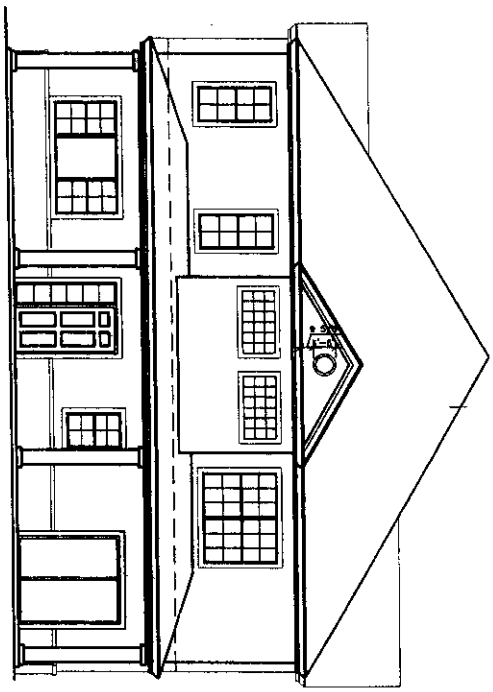
UNIT-A UNIT # 2601

UNIT-B UNIT # 2602

UNIT-C UNIT # 2603

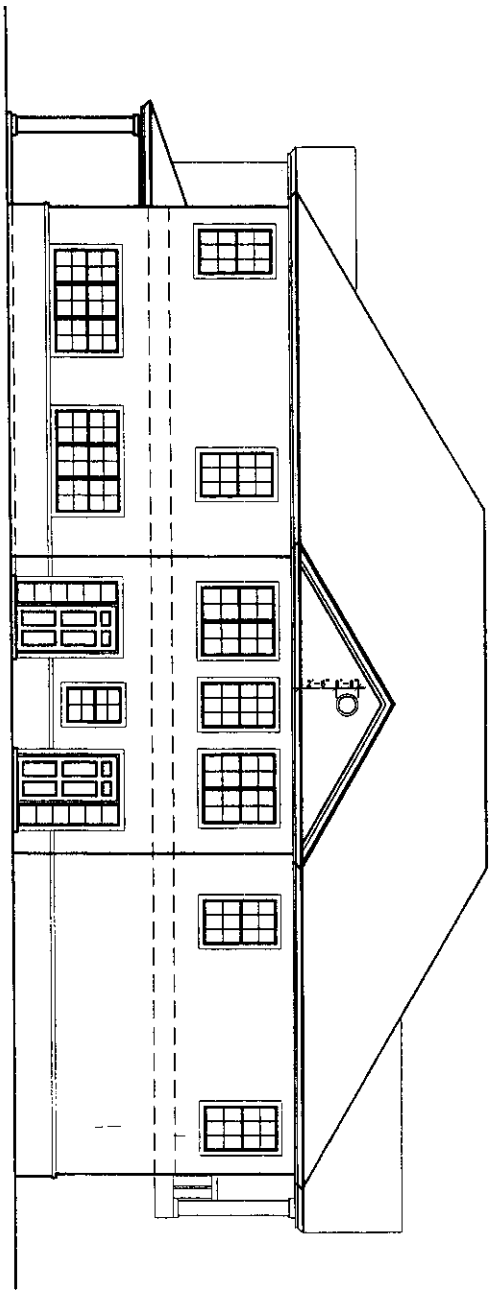
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

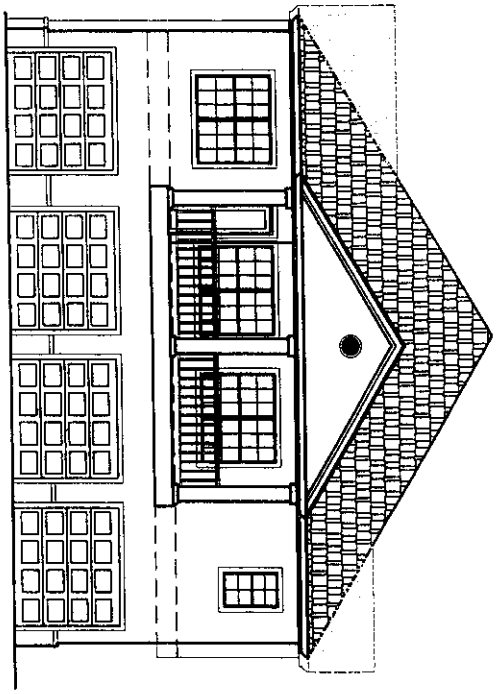
NOT TO SCALE



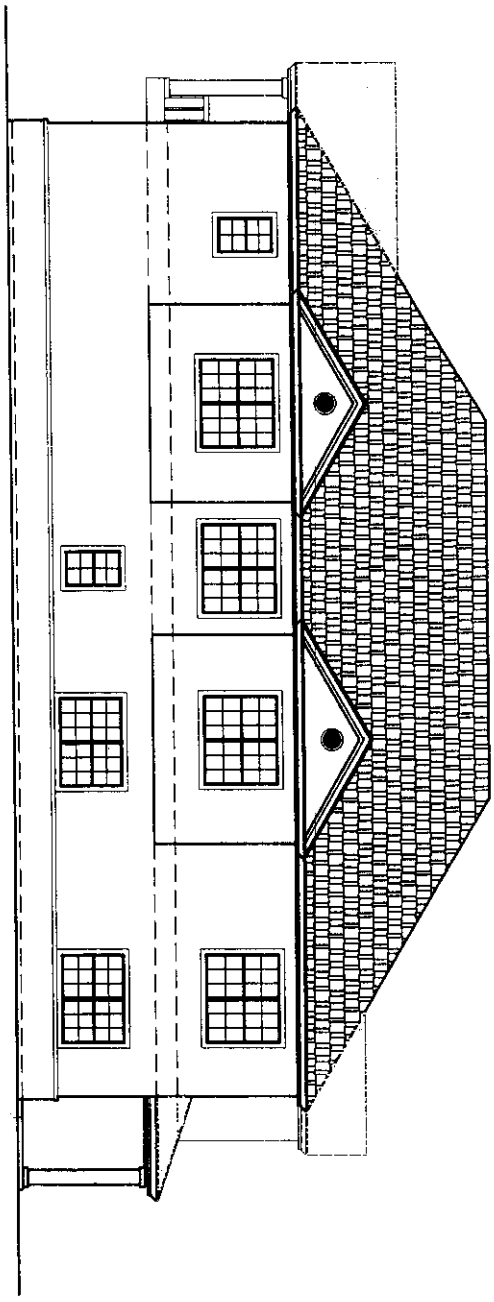
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7699 PHILIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-730-9988 FAX 904-730-8535	



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7660 PHILIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9668 FAX 904-730-9630

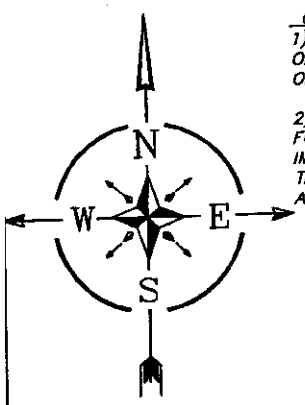
SITE PLAN OF

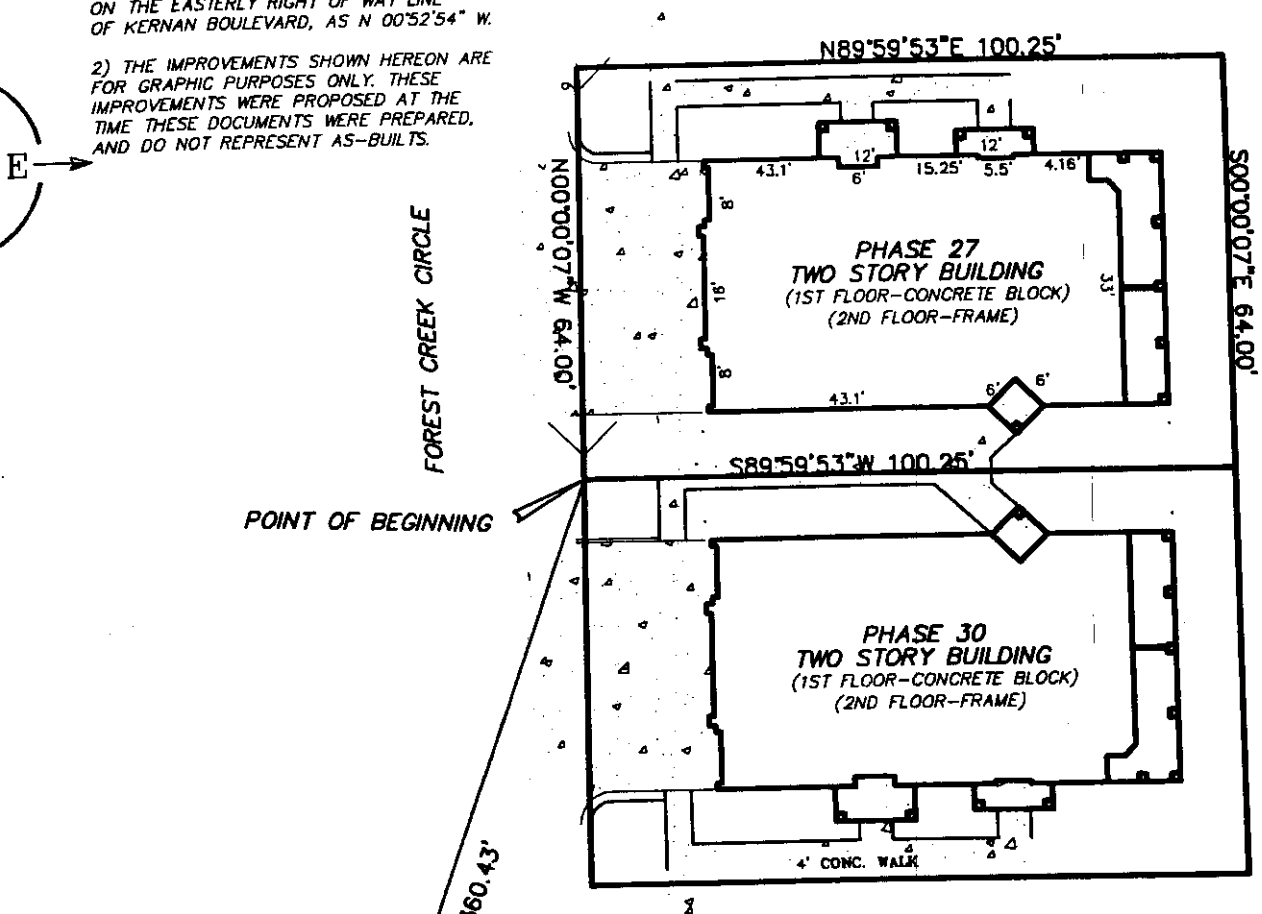
FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





FOREST CREEK CIRCLE

POINT OF BEGINNING

N14°32'51"E 360.43'

S08°18'49"E 268.65'

TRACT "G"

PC

NORTHERLY RIGHT OF WAY LINE OF KERNAN FOREST BOULEVARD

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 27

EXHIBIT " " - SHEET ____ of ____ SHEETS

PHASE 27 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 27
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

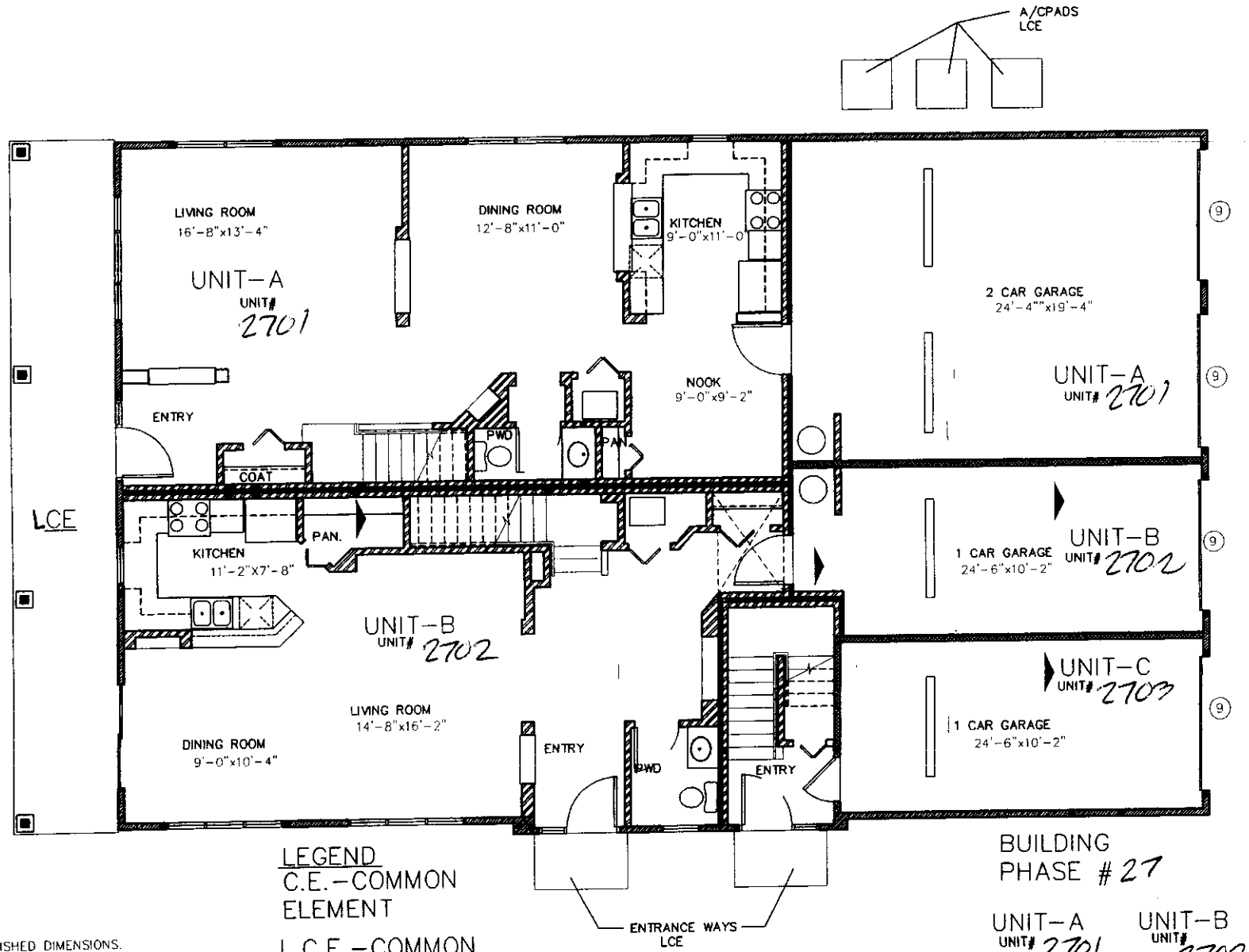
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 14°32'51" EAST, A DISTANCE OF 360.43 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 64.00 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 100.25 FEET, TO A POINT, RUN THENCE, SOUTH 00°00'07"EAST, A DISTANCE OF 64.00; TO A POINT, RUN THENCE SOUTH 89°59'53"WEST, A DISTANCE OF 100.25 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

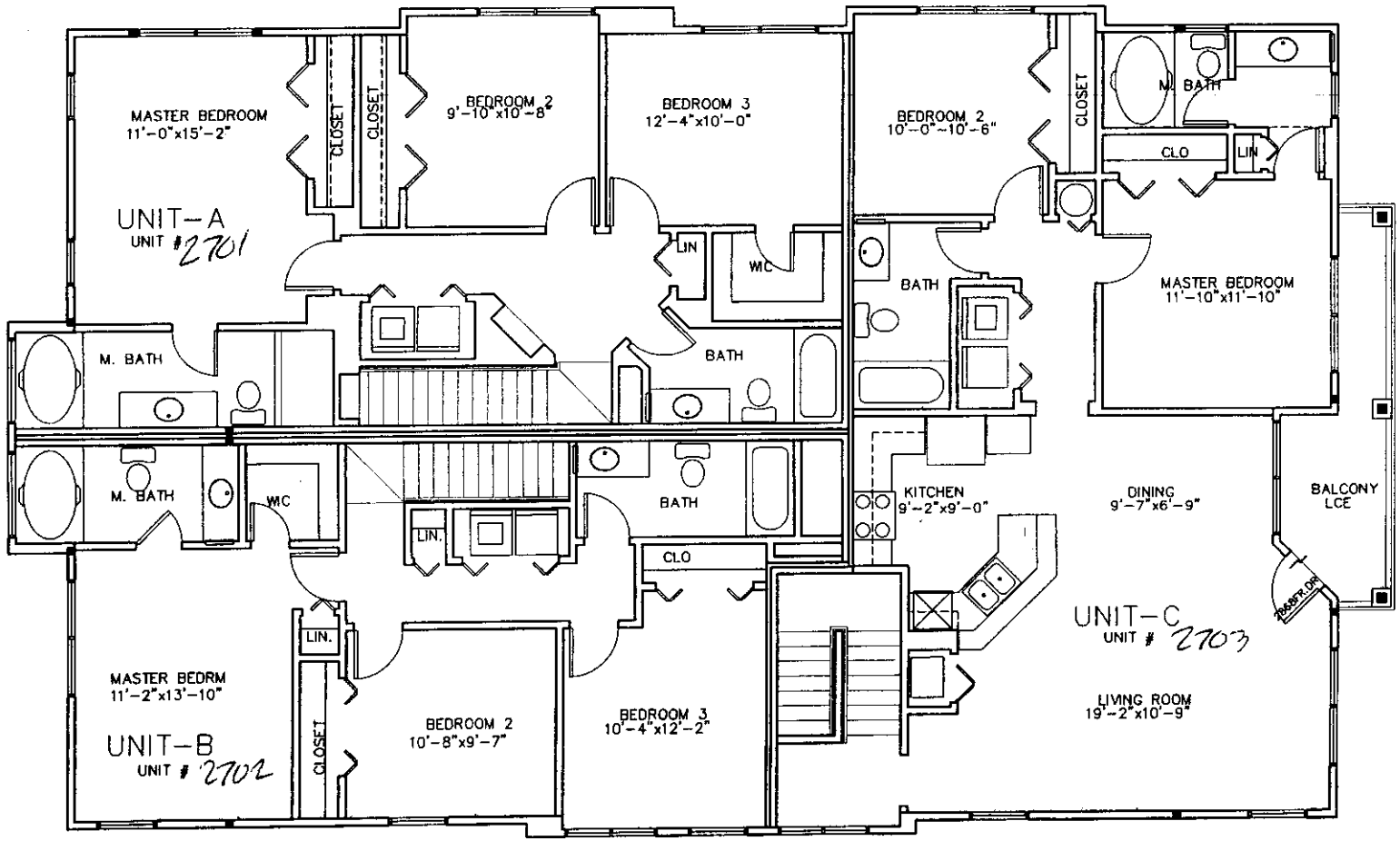
BUILDING PHASE # 27

UNIT-A UNIT# 2701
UNIT-B UNIT# 2702
UNIT-C UNIT# 2703

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



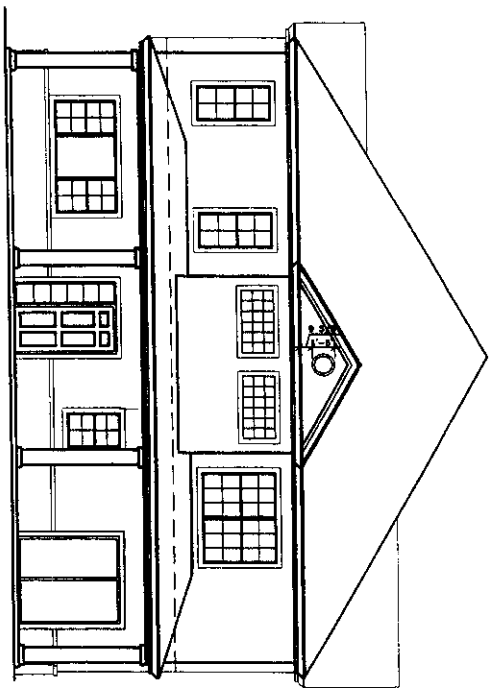
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #27

UNIT-A UNIT # 2701 UNIT-B UNIT # 2702 UNIT-C UNIT # 2703

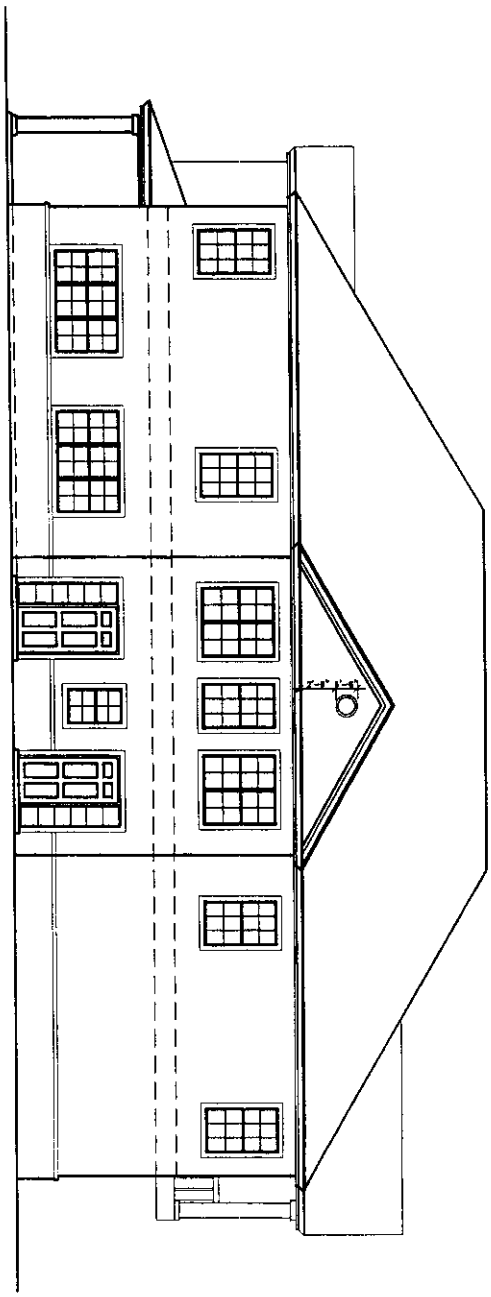
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

NOT TO SCALE

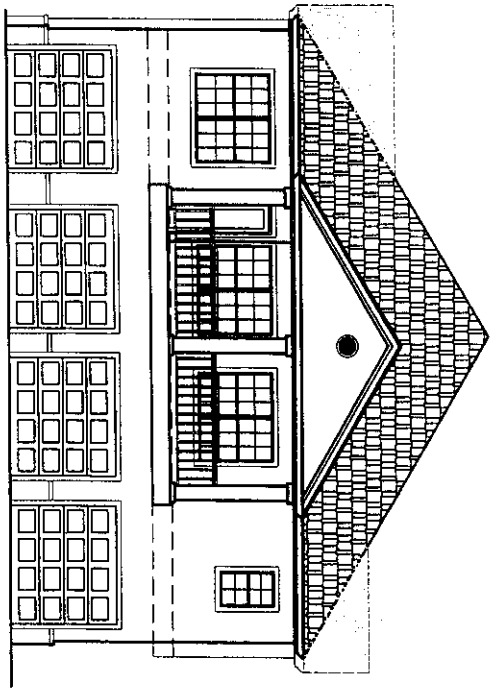


RIGHT ELEVATION

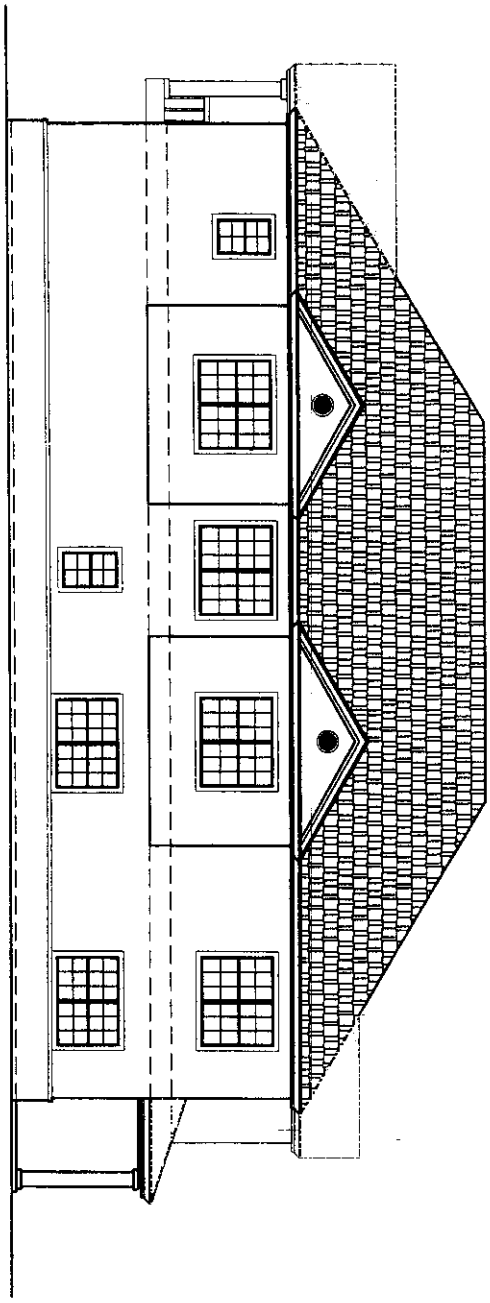
NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7999 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-8635	

REAR ELEVATION



LEFT ELEVATION



A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

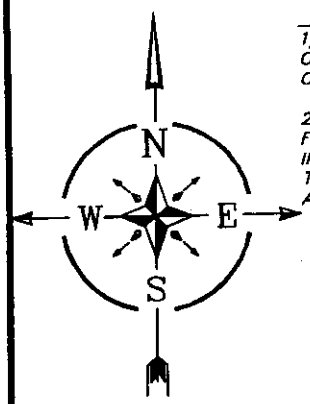
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7999 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-[illegible] FAX 904-[illegible]

SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

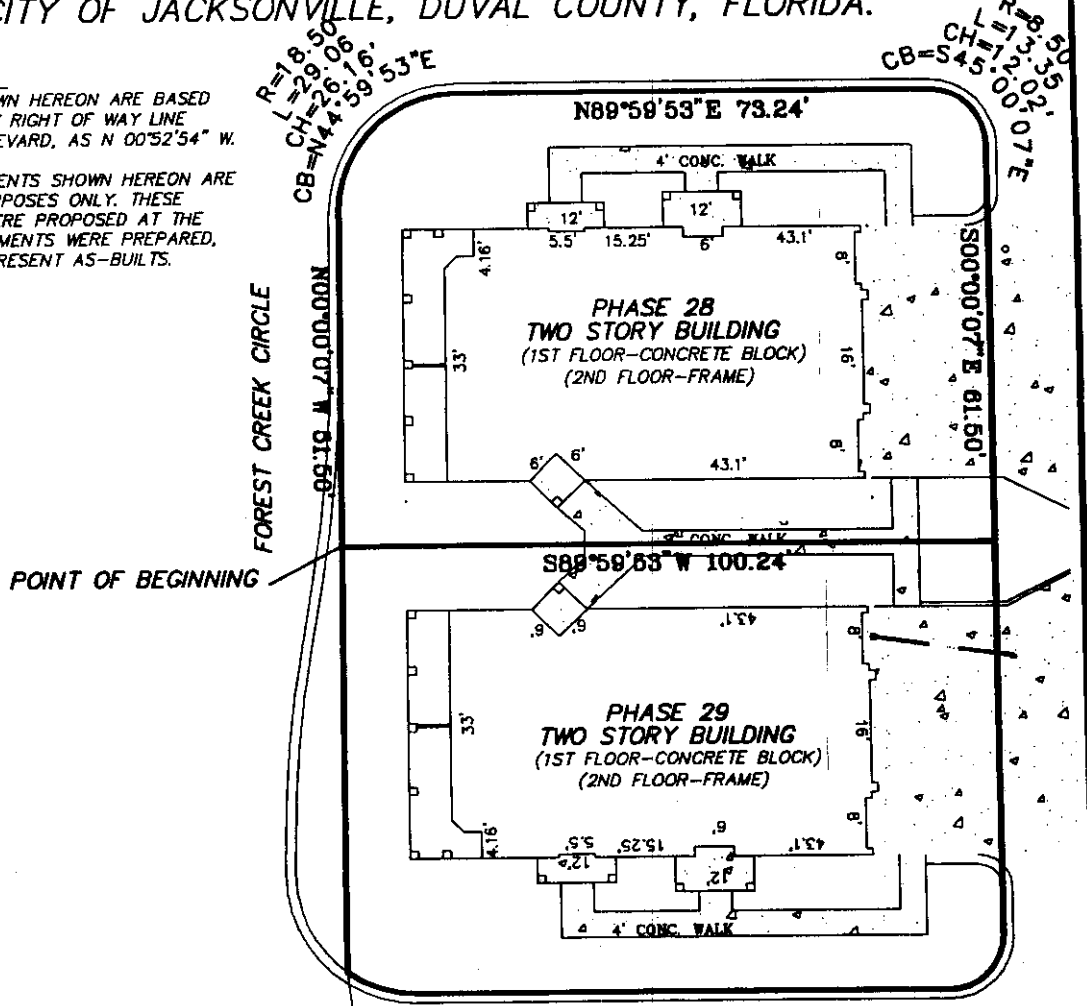
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



N01°50'24"W 350.78'

TRACT "

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12 12A-12L)

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

PHASE 28 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

PHASE 28

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

BOOK NUMBER 11529 PAGE 2362

A & J Land Surveyors, Inc.

7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 28
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

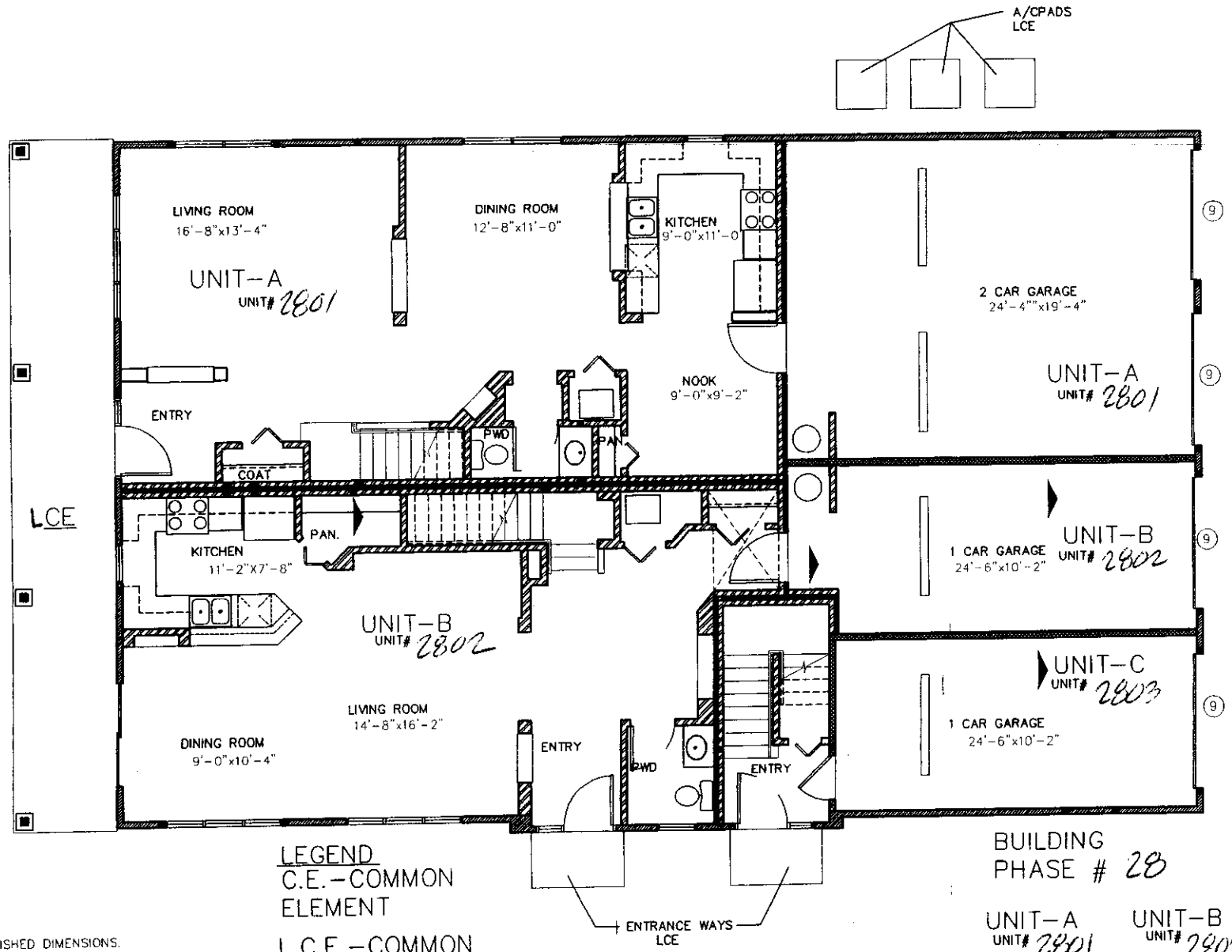
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO A POINT THENCE RUN NORTH 01°50'24" WEST, A DISTANCE OF 350.76 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 51.50 FEET, TO A POINT; RUN THENCE NORTH 44°59'53" EAST, A DISTANCE OF 26.16 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 73.24 FEET, TO A POINT; RUN THENCE SOUTH 45°00'07" EAST, 12.02 FEET, TO A POINT; RUN THENCE SOUTH 00°00'07"EAST; 61.50 FEET, TO A POINT ; THENCE SOUTH 89°59'53"WEST, 100.24 FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DECRIBED CONTAINS 7397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT
L.C.E.–COMMON ELEMENT

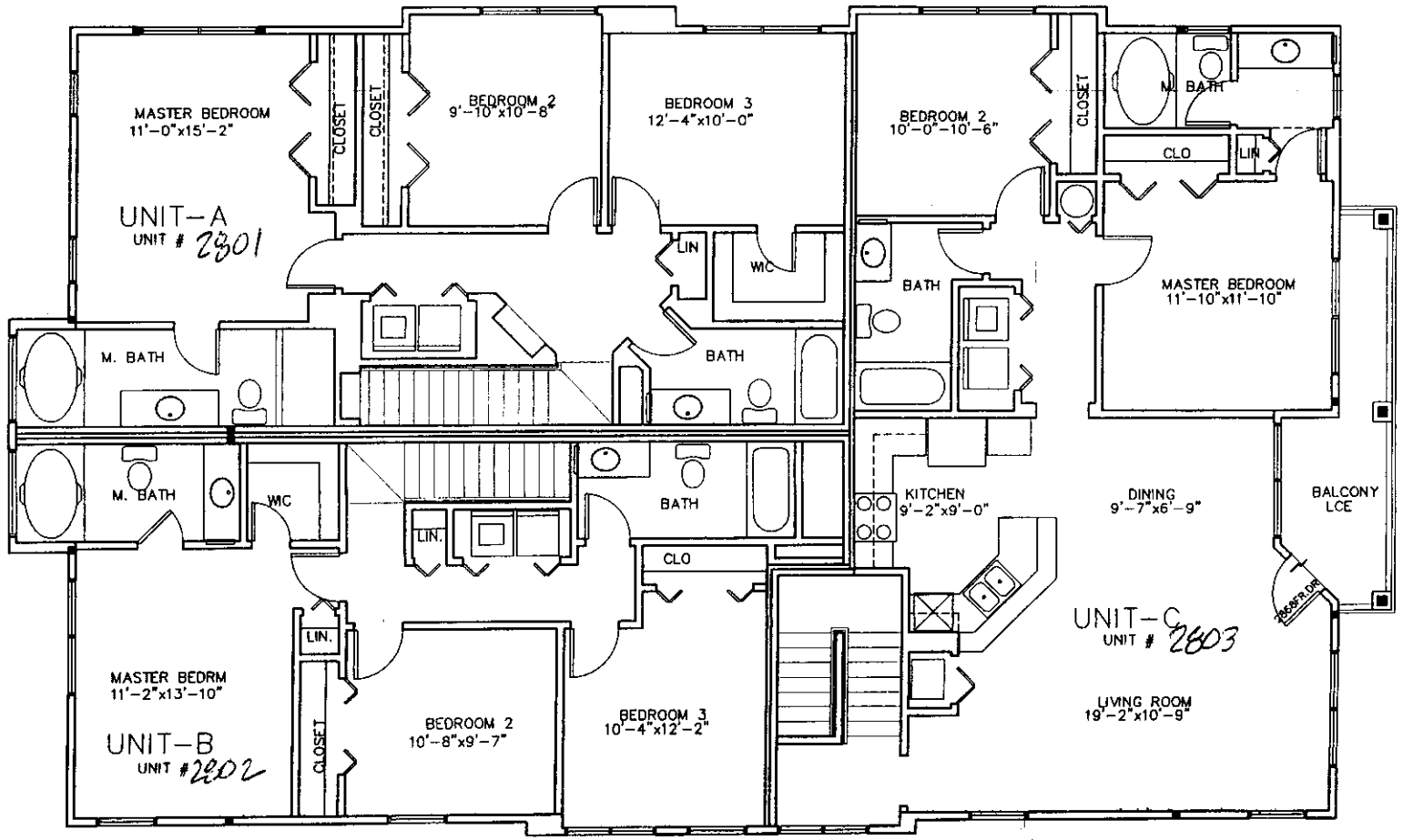
BUILDING PHASE # 28

UNIT–A UNIT# 2801 UNIT–B UNIT# 2802 UNIT–C UNIT# 2803

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 28

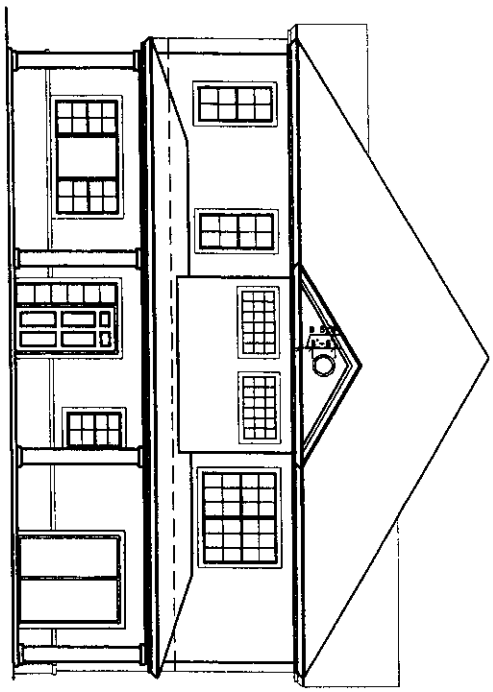
UNIT-A UNIT # 2801

UNIT-B UNIT # 2802

UNIT-C UNIT # 2803

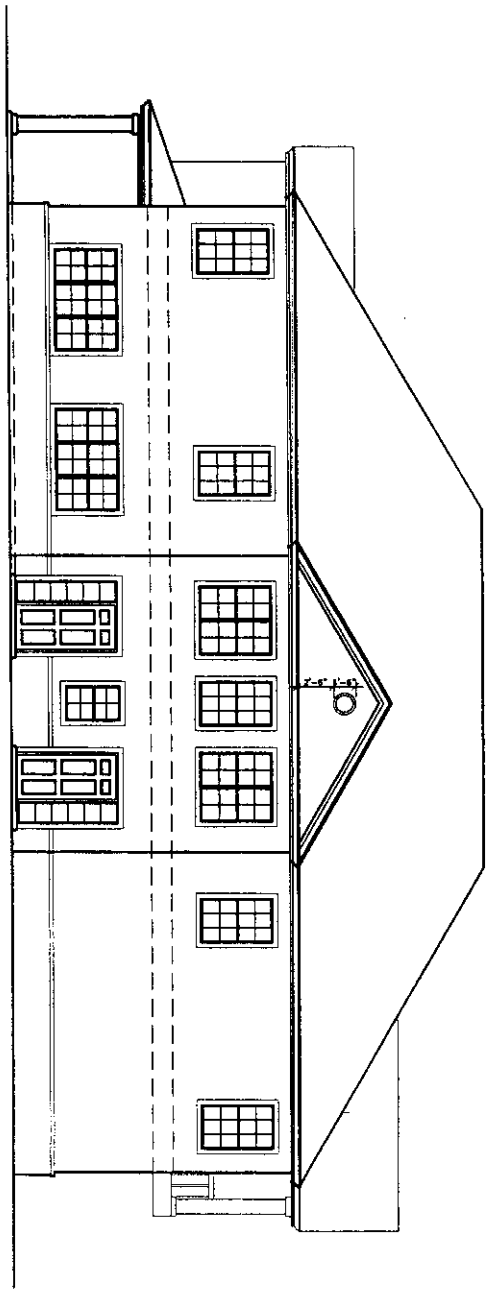
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

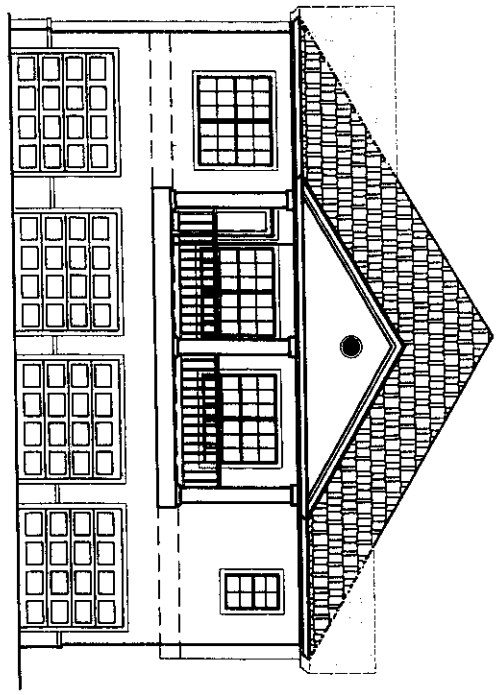
NOT TO SCALE



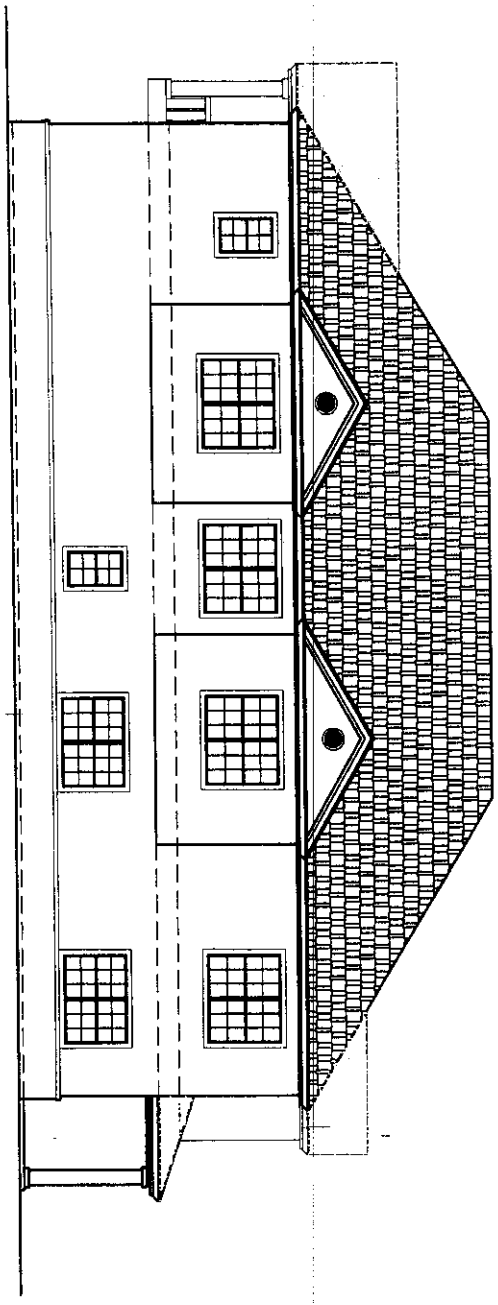
RIGHT ELEVATION

NOT TO SCALE

A3	ELEVATIONS	KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-738-9868 FAX 904-738-8636



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-8888 FAX 904-739-8838

SITE PLAN OF

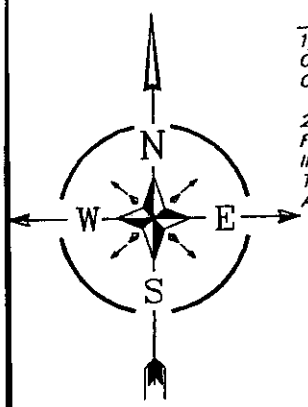
FOREST CREEK, A CONDOMINIUM

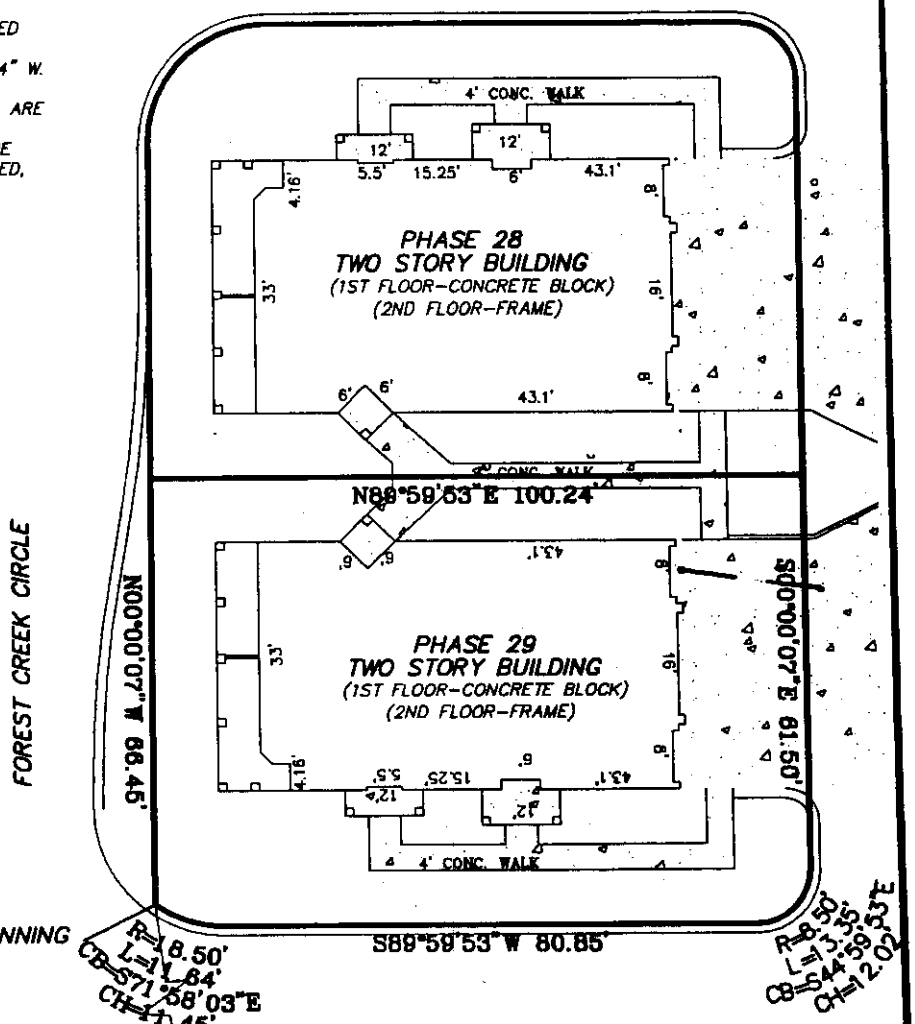
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.





N08°36'24"W 284.31'

TRACT "

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12-12L)

N82°07'22"E 123.39'

KERNAN FOREST BOULEVARD
(60' RIGHT OF WAY)

PHASE 29 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

PHASE 29

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 29
FOREST CREEK, A CONDOMINIUM

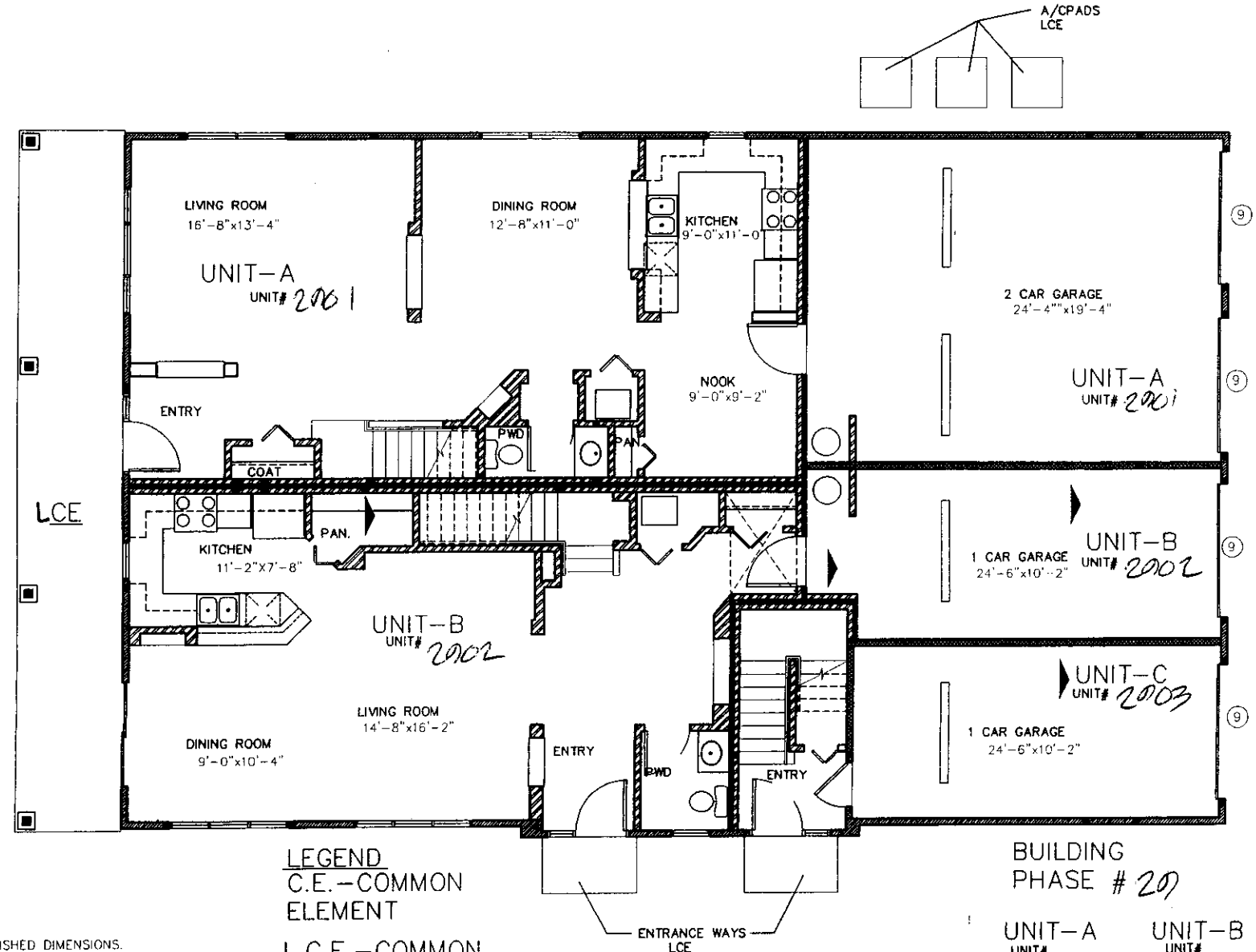
LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, 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 REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 06°36'24" WEST, A DISTANCE OF 284.31 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 66.45 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 100.24 FEET, TO A POINT; RUN THENCE SOUTH 00°00'07" EAST, A DISTANCE OF 61.50 FEET, TO A POINT; RUN THENCE SOUTH 44°59'53" EAST, 12.02 FEET, TO A POINT; RUN THENCE SOUTH 89°59'53"WEST; A DISTANCE OF 80.85 FEET, TO THE POINT ON A CURVE WITH A RADIUS OF 18.50 FEET AN ARC LENGTH OF 11.64 FEET AN WITH A CHORD BEARING OF SOUTH 71°58'03" EAST TO A DISTANCE OF 11.45 FEET ; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.



FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

LEGEND
C.E.-COMMON ELEMENT
L.C.E.-COMMON ELEMENT

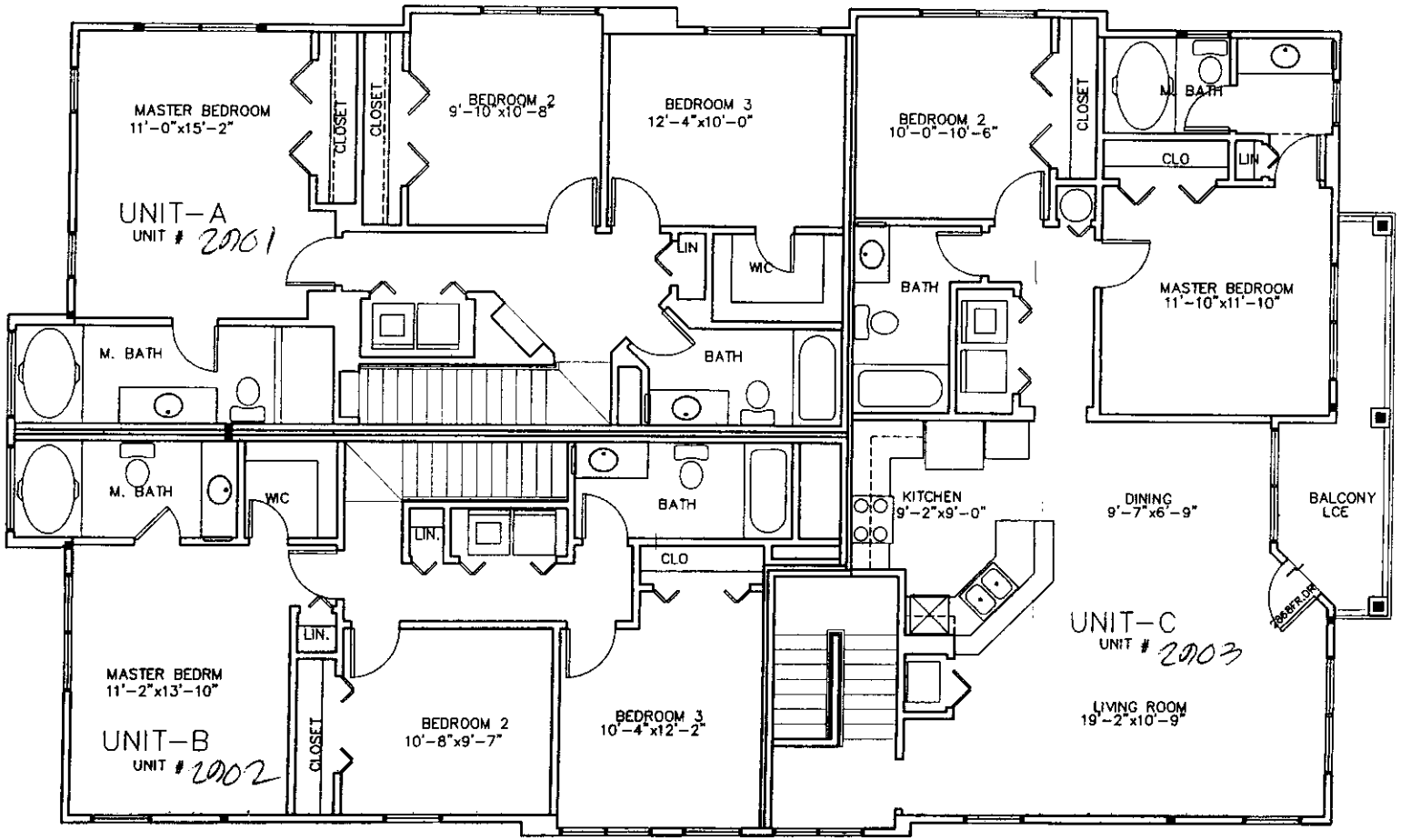
BUILDING PHASE # 20

UNIT-A UNIT# 2001
UNIT-B UNIT# 2002
UNIT-C UNIT# 2003

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



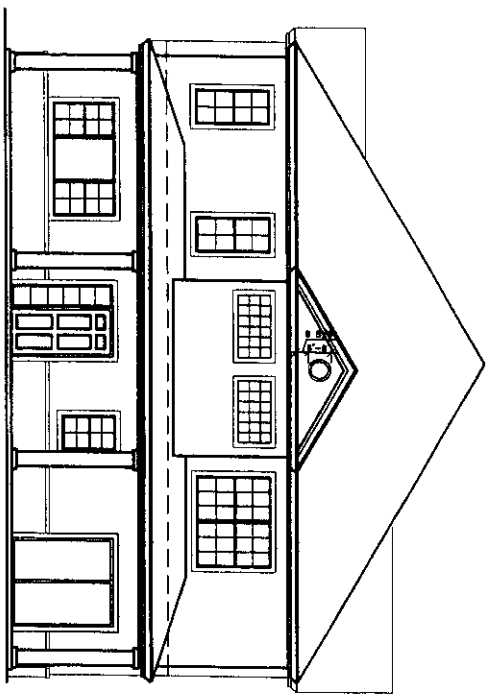
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE # 20

UNIT-A UNIT # 2001 UNIT-B UNIT # 2002 UNIT-C UNIT # 2003

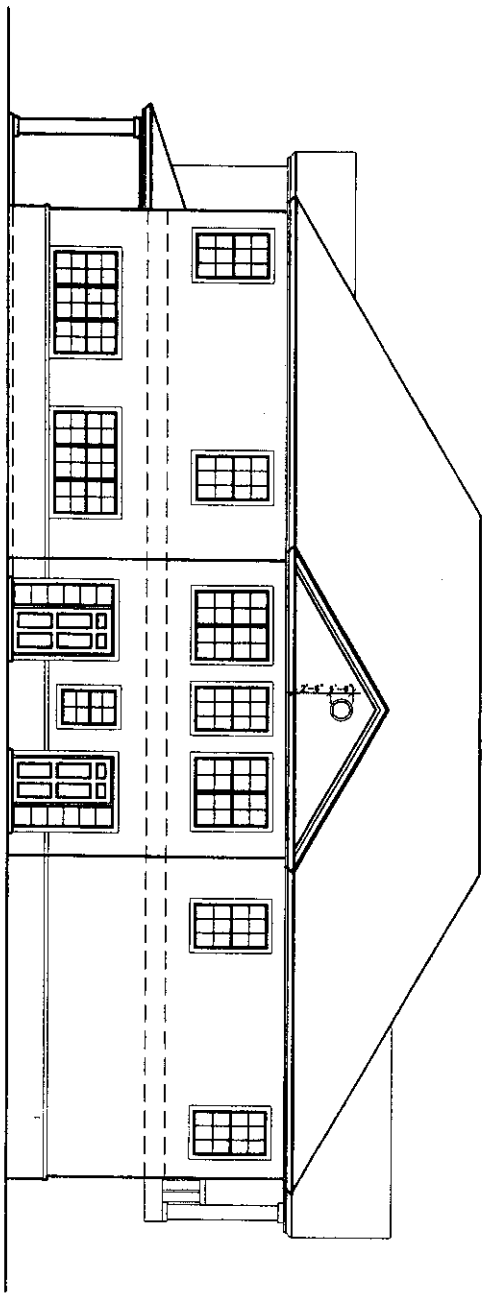
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

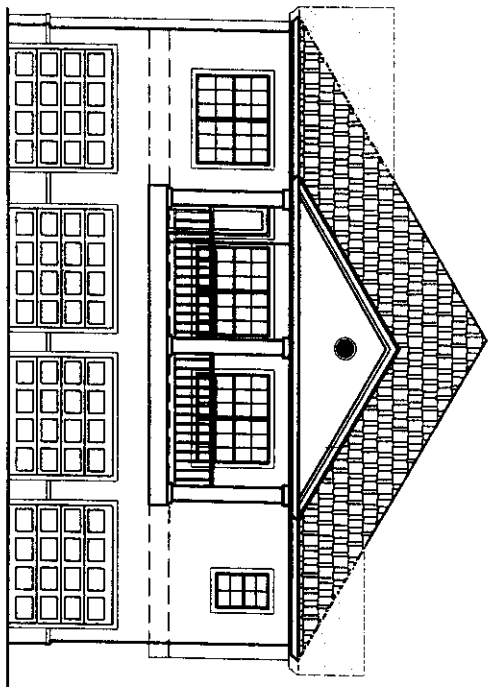
NOT TO SCALE



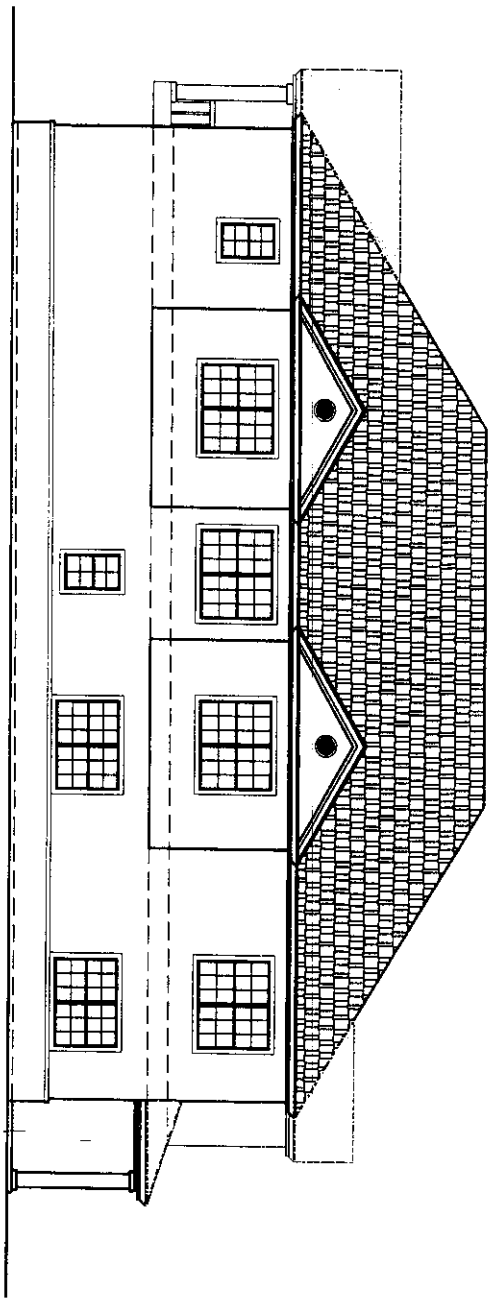
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7900 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-9635	



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7969 PHILIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-0888 FAX 904-739-0878

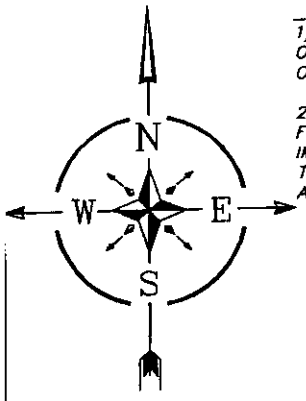
BOOK NUMBER 11529 PAGE 2373

Book 11529 Page 2373

SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

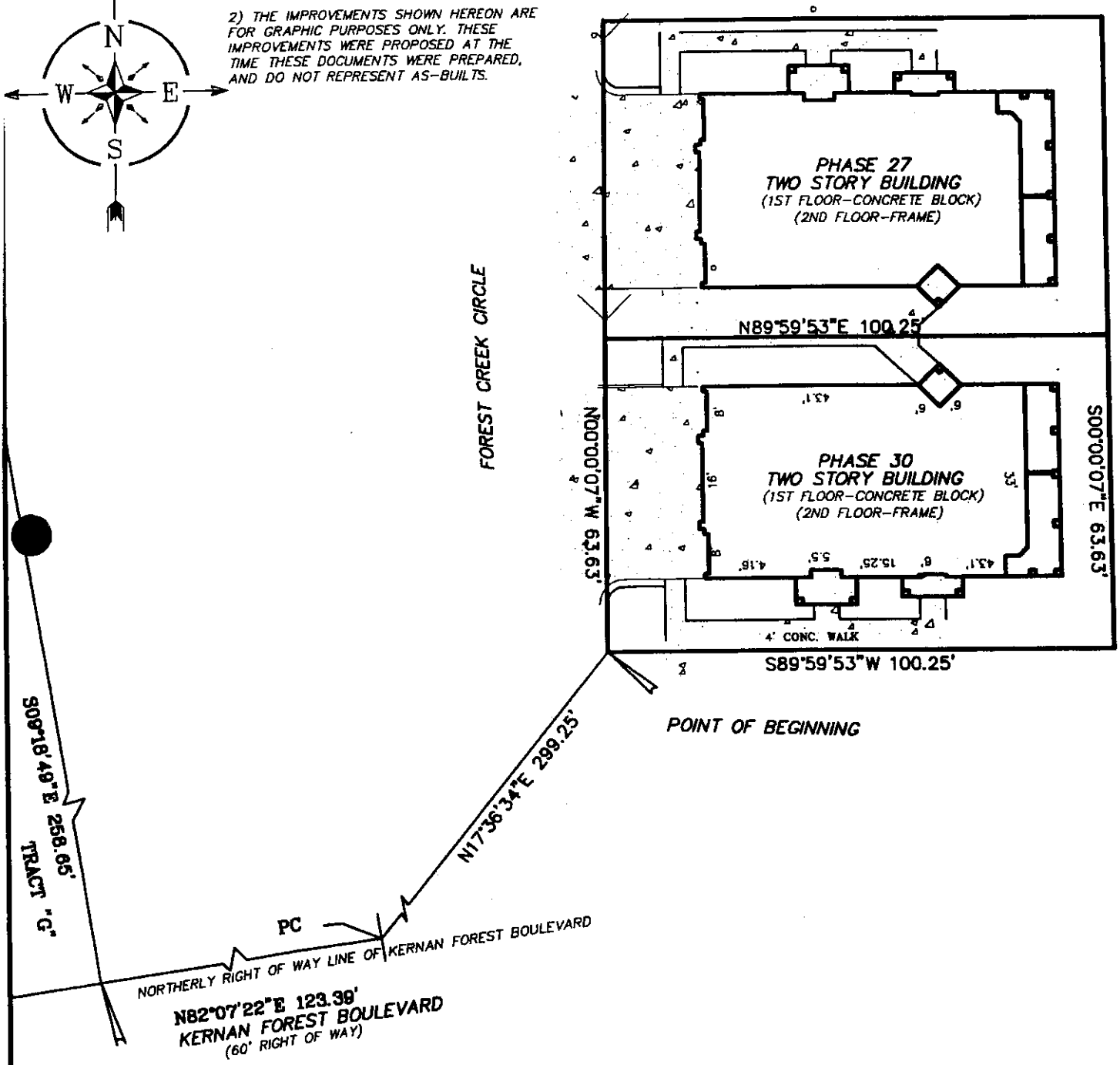
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF TRACT 'G' (RECREATION AREA)
KERNAN FOREST (PLAT BOOK 56, PAGES 12,12A-12L)

PHASE 30

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 24 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 30
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

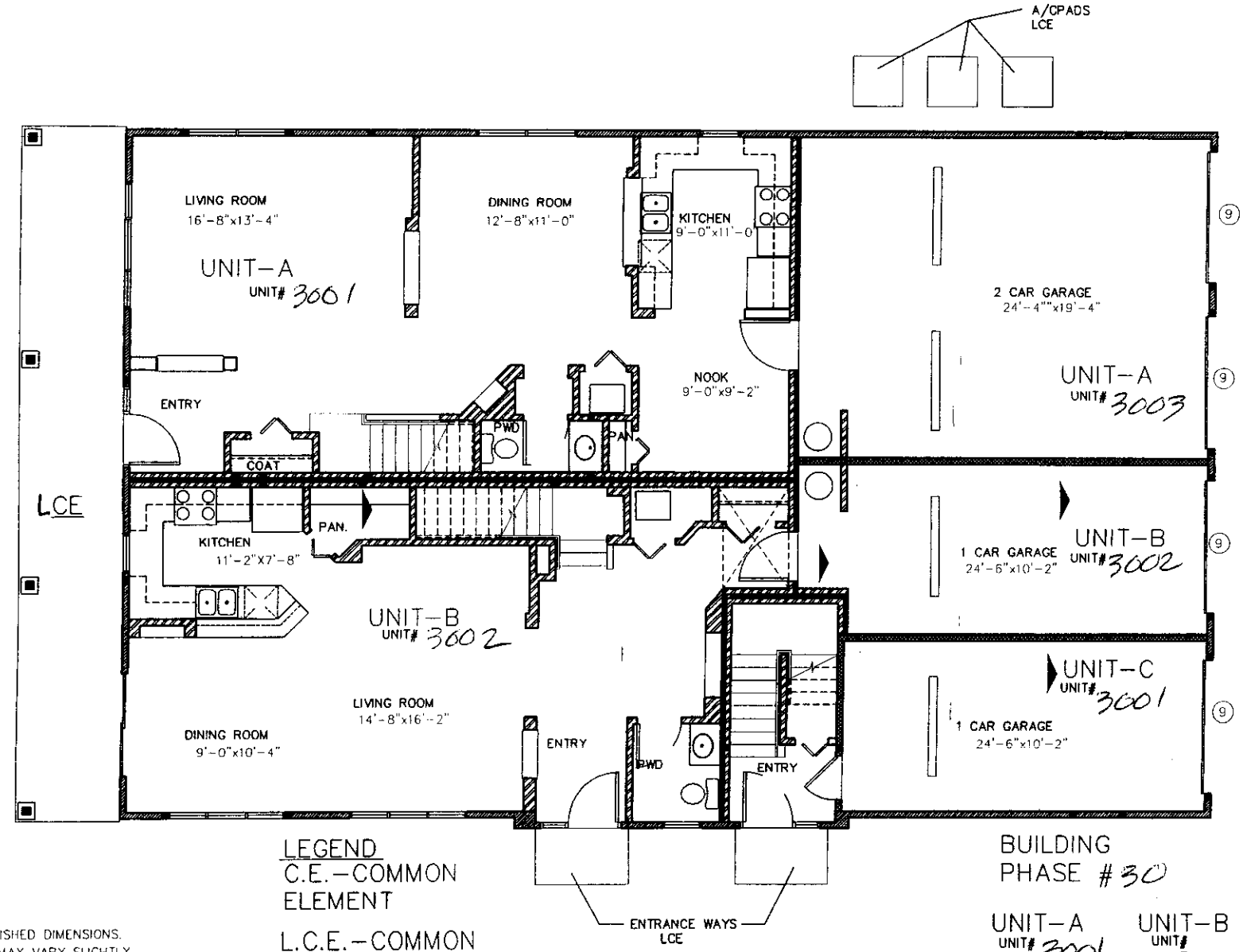
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 17°36'34" EAST, A DISTANCE OF 299.25 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 63.63 FEET, TO A POINT; RUN THENCE NORTH 89°59'53" EAST, A DISTANCE OF 100.25 FEET, TO A POINT, RUN THENCE, SOUTH 00°00'07"EAST, A DISTANCE OF 63.63; TO A POINT, RUN THENCE SOUTH 89°59'53"WEST, A DISTANCE OF 100.25 FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

FIRST FLOOR PLAN



LEGEND
C.E.-COMMON ELEMENT

L.C.E.-COMMON ELEMENT

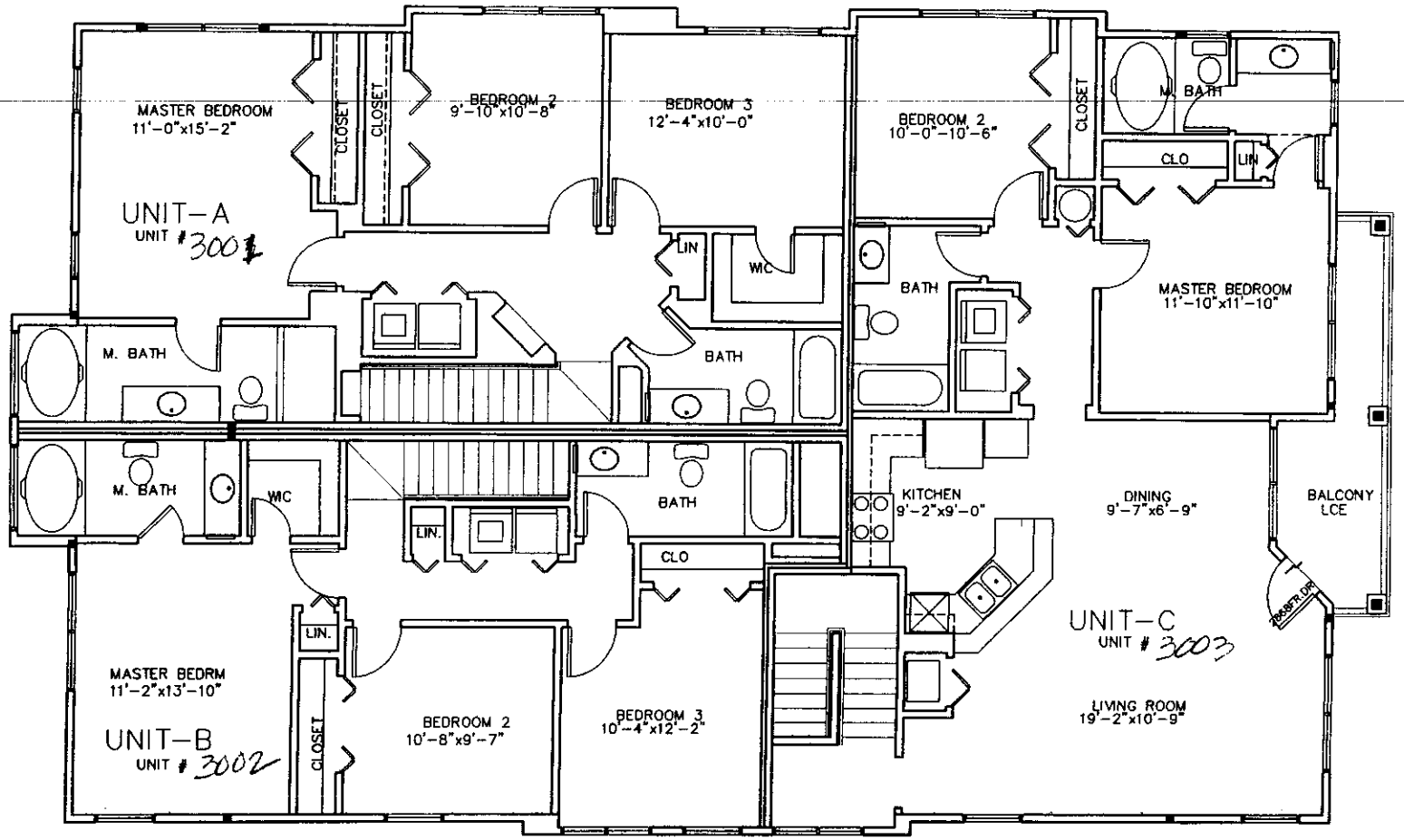
BUILDING PHASE #30

UNIT-A UNIT# 3001 UNIT-B UNIT# 3002 UNIT-C UNIT# 3003

DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



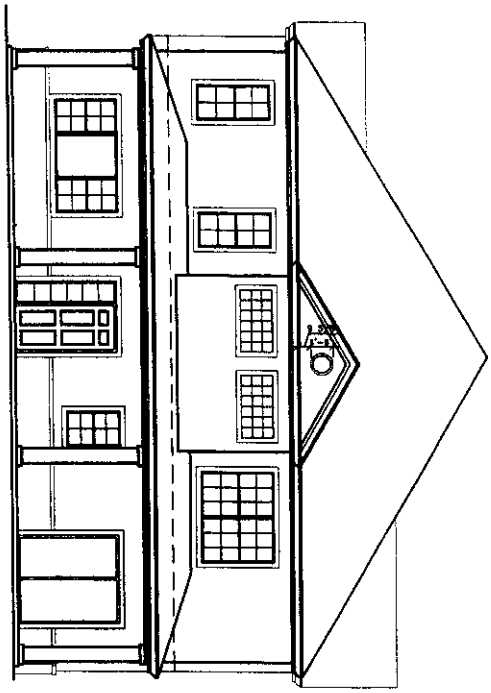
DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #30

UNIT-A UNIT # 3001 UNIT-B UNIT # 3002 UNIT-C UNIT # 3003

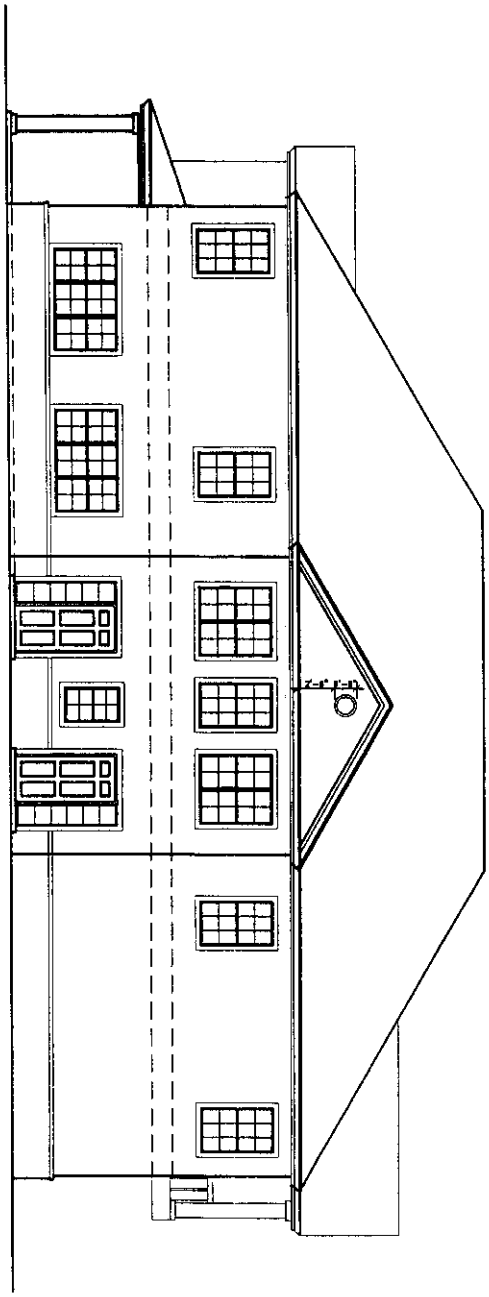
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

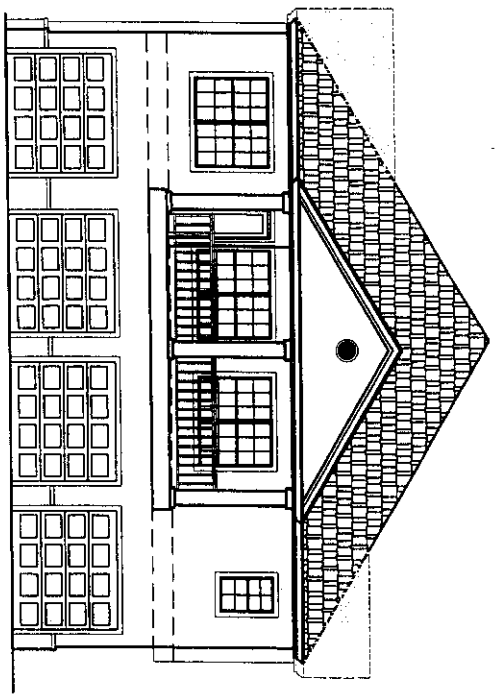
NOT TO SCALE



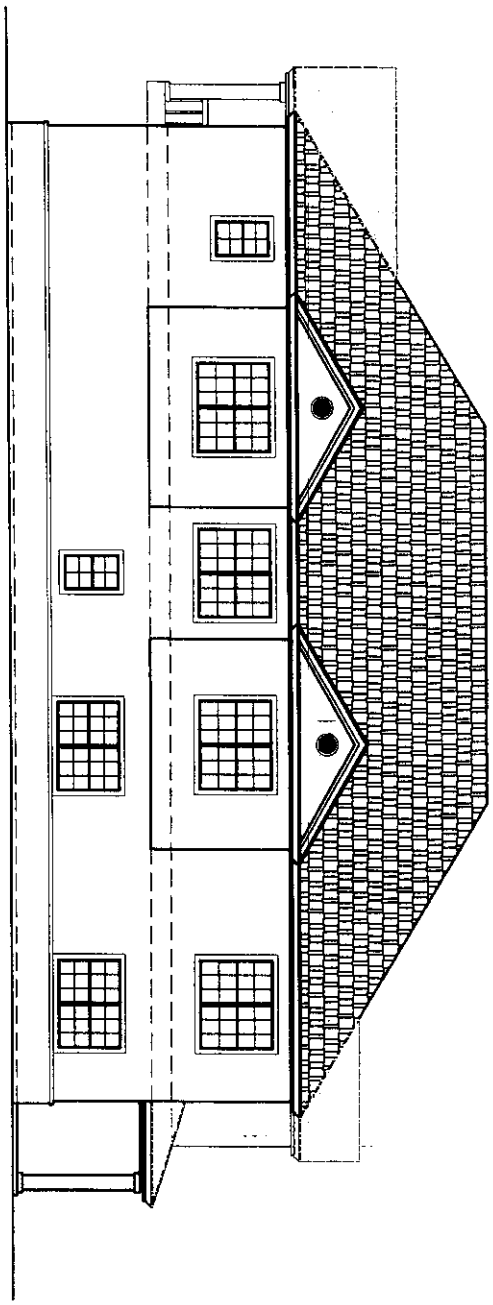
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION: ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7869 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-738-9669 FAX 904-738-6636	



REAR ELEVATION



LEFT ELEVATION

A4

DRAWING INFORMATION

ELEVATIONS

PROJECT

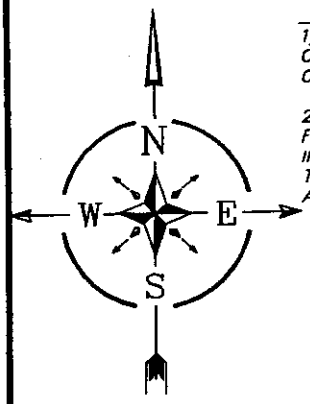
FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7900 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9988 FAX 904-739-9638

SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

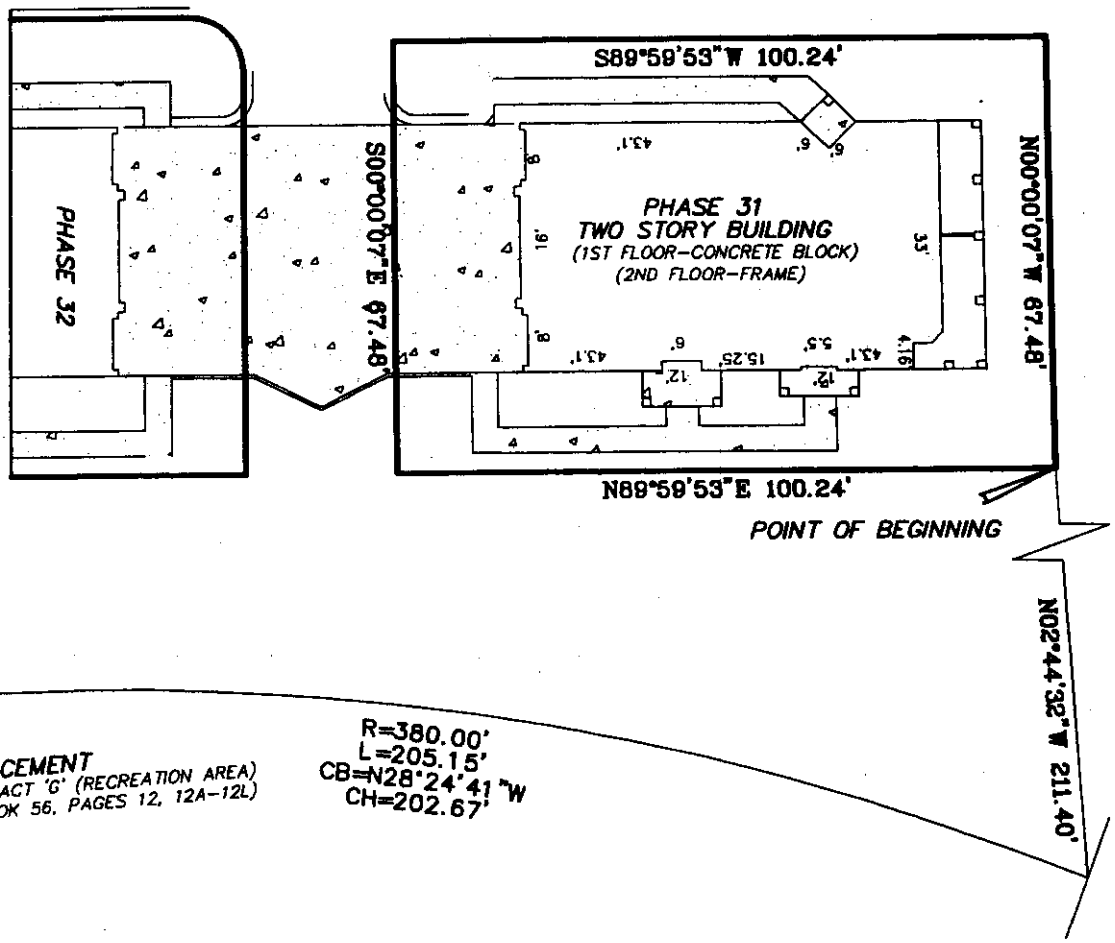
BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.



GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 31

EXHIBIT " " - SHEET ___ of ___ SHEETS

PHASE 31 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 31
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

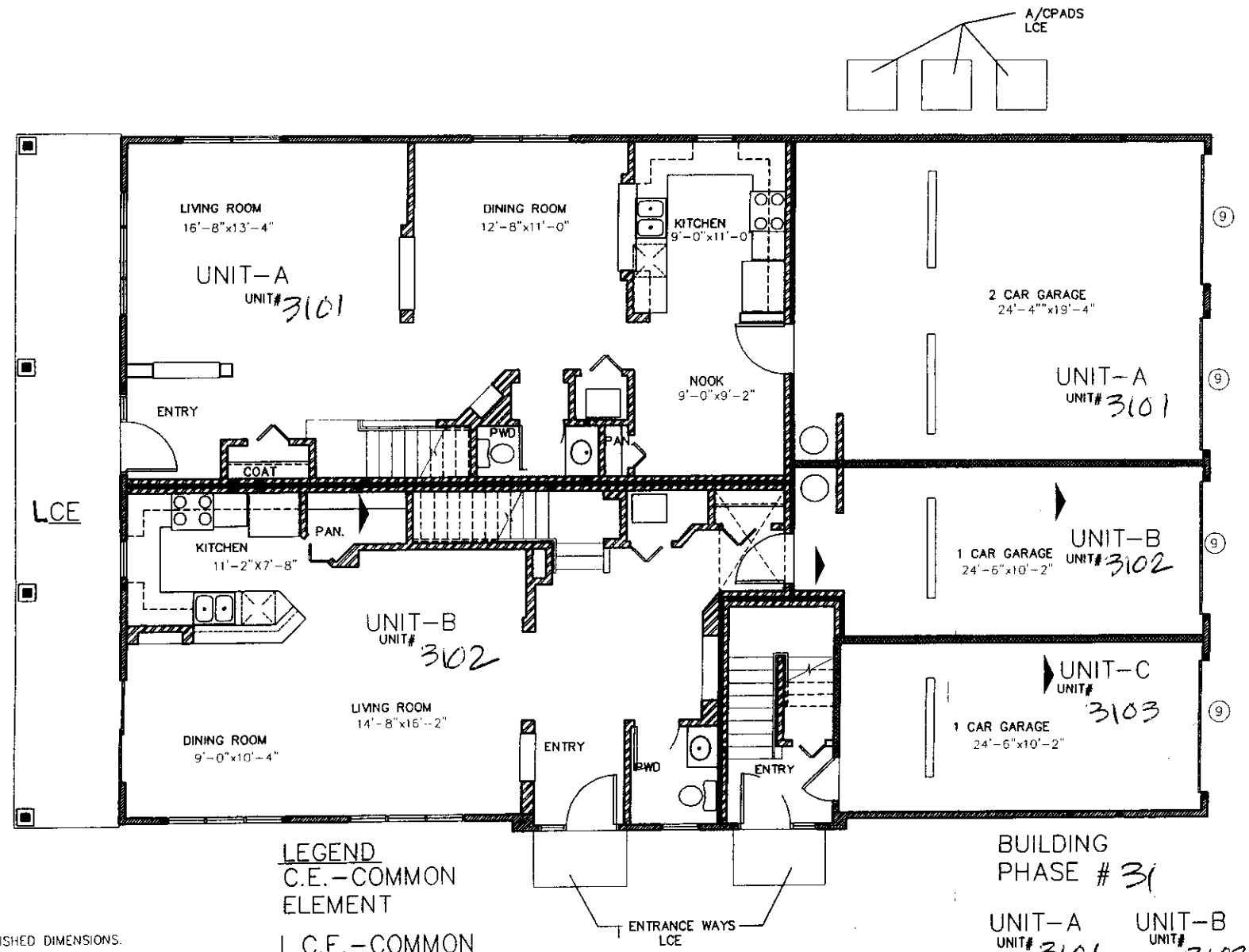
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF THE ARC OF A CURVE WITH A RADIUS OF 380.00 AND LENGTH 205.15 OF WITH A CHORD BEARING OF NORTH 28°24'41" WEST; A DISTANCE OF 202.67 FEET; TO A POINT NORTH 02°44'32" WEST, FOR A DISTANCE OF 211.40 FEET ; TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 02°44'32" WEST, A DISTANCE OF 211.40 FEET, TO A POINT; RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 67.48 FEET, TO A POINT; RUN THENCE SOUTH 89°59'53" WEST, FOR DISTANCE 100.24' FEET: TO A POINT , RUN THENCE SOUTH 00°00'07" EAST FOR A DISTANCE OF 67.48' FEET; TO A POINT, RUN THENCE NORTH 89°59'53"EAST, FOR DISTANCE OF 100.24' FEET, TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.-COMMON ELEMENT

L.C.E.-COMMON ELEMENT

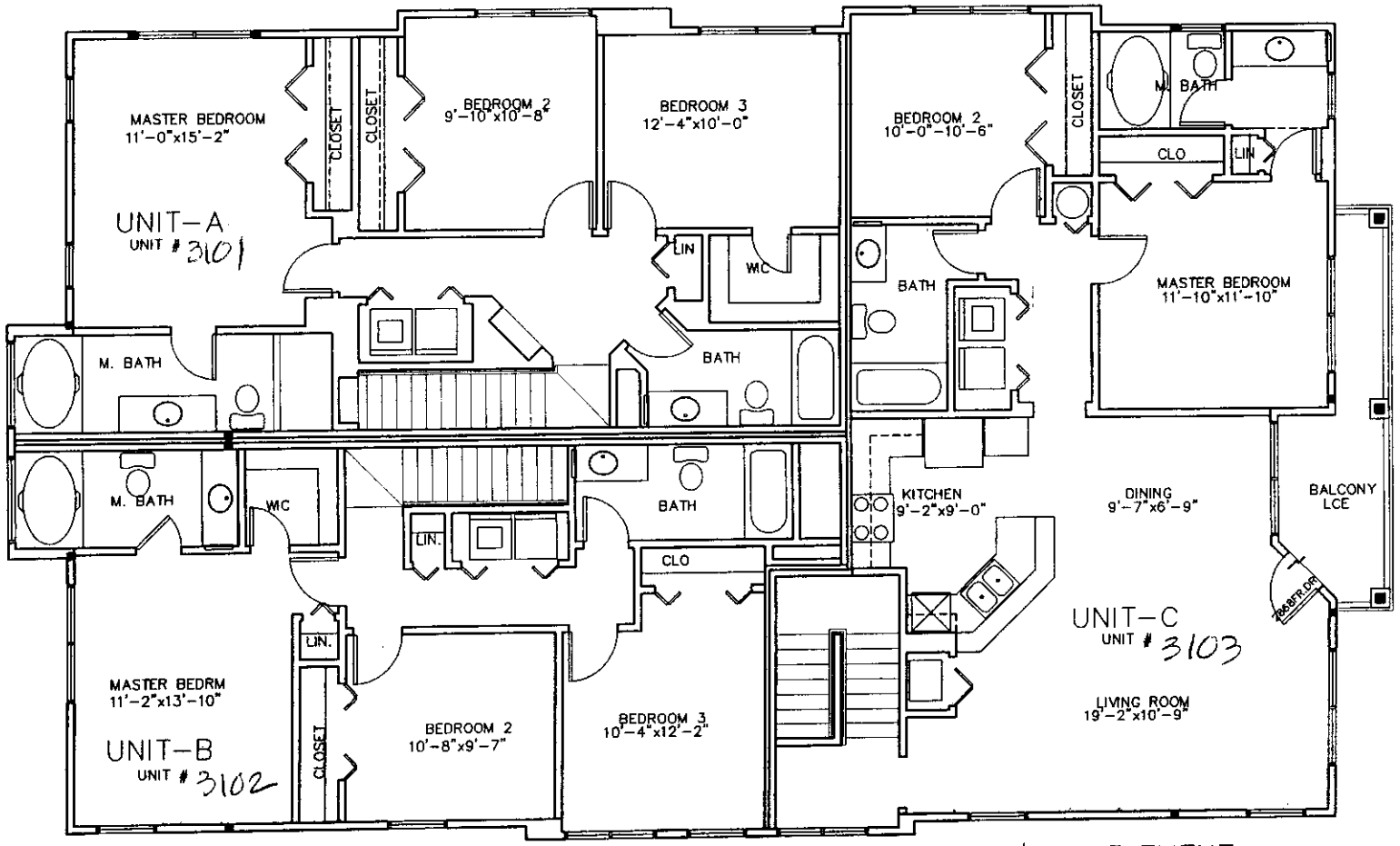
BUILDING PHASE # 3

UNIT-A UNIT# 3101 UNIT-B UNIT# 3102 UNIT-C UNIT# 3103

DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #31

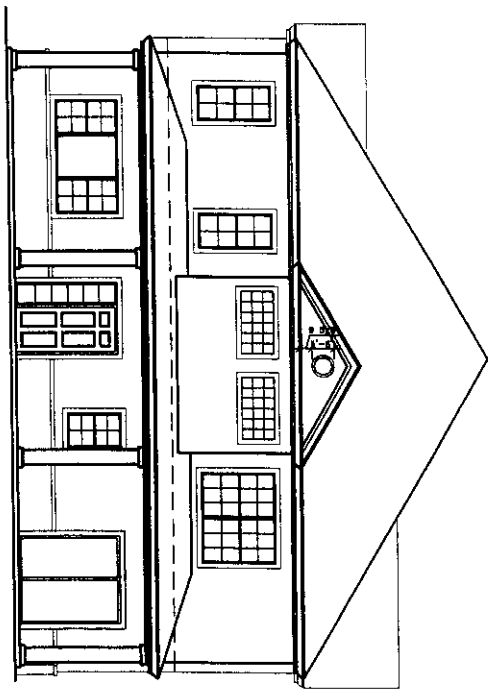
UNIT-A UNIT # 3101

UNIT-B UNIT # 3102

UNIT-C UNIT # 3103

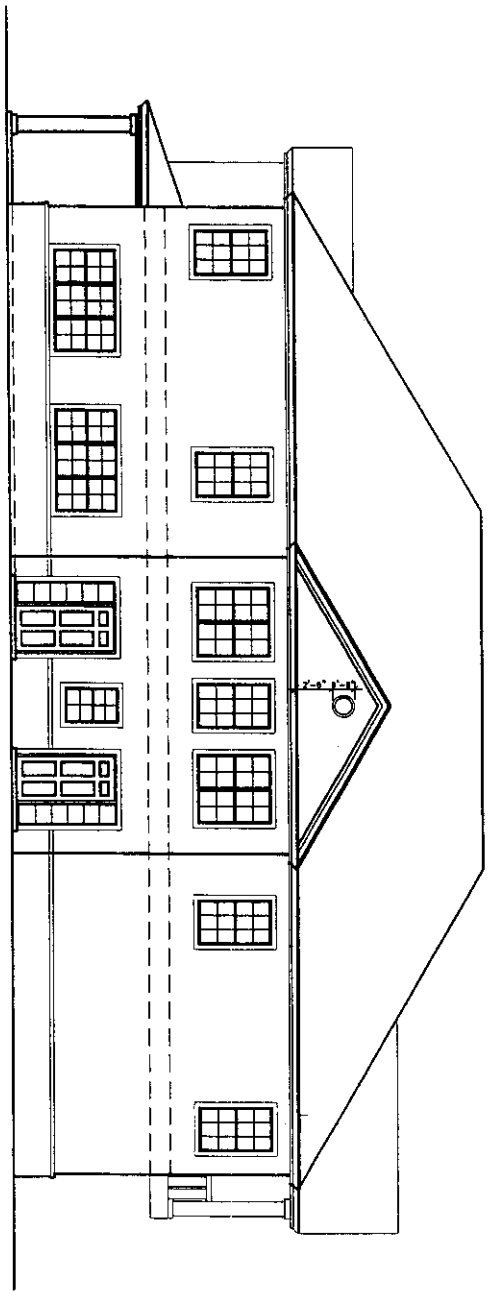
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

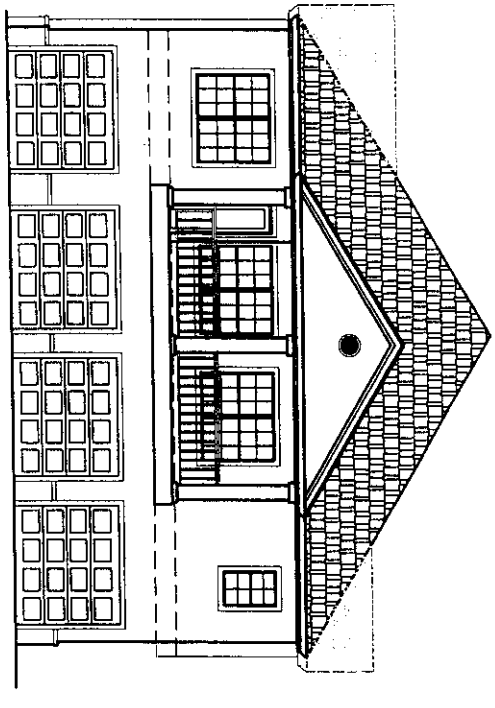
NOT TO SCALE



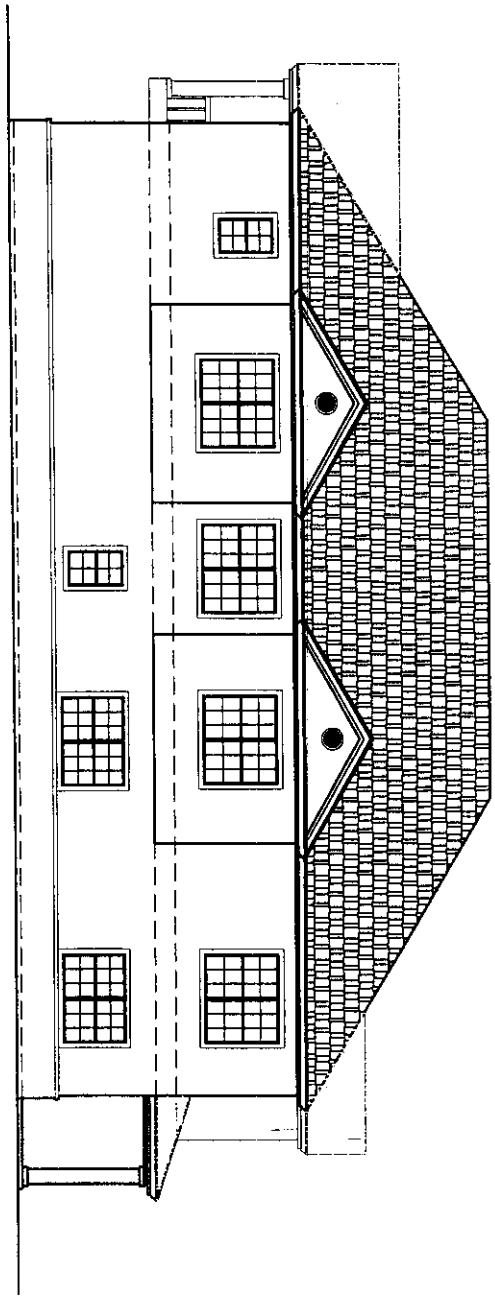
RIGHT ELEVATION

NOT TO SCALE

A3	DRAWING INFORMATION ELEVATIONS	PROJECT: KERNAN FOREST A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7998 PHILLIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9995 FAX 904-739-9835	



REAR ELEVATION



LEFT ELEVATION

A4

ELEVATIONS

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7988 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-739-9988 FAX 904-739-8635

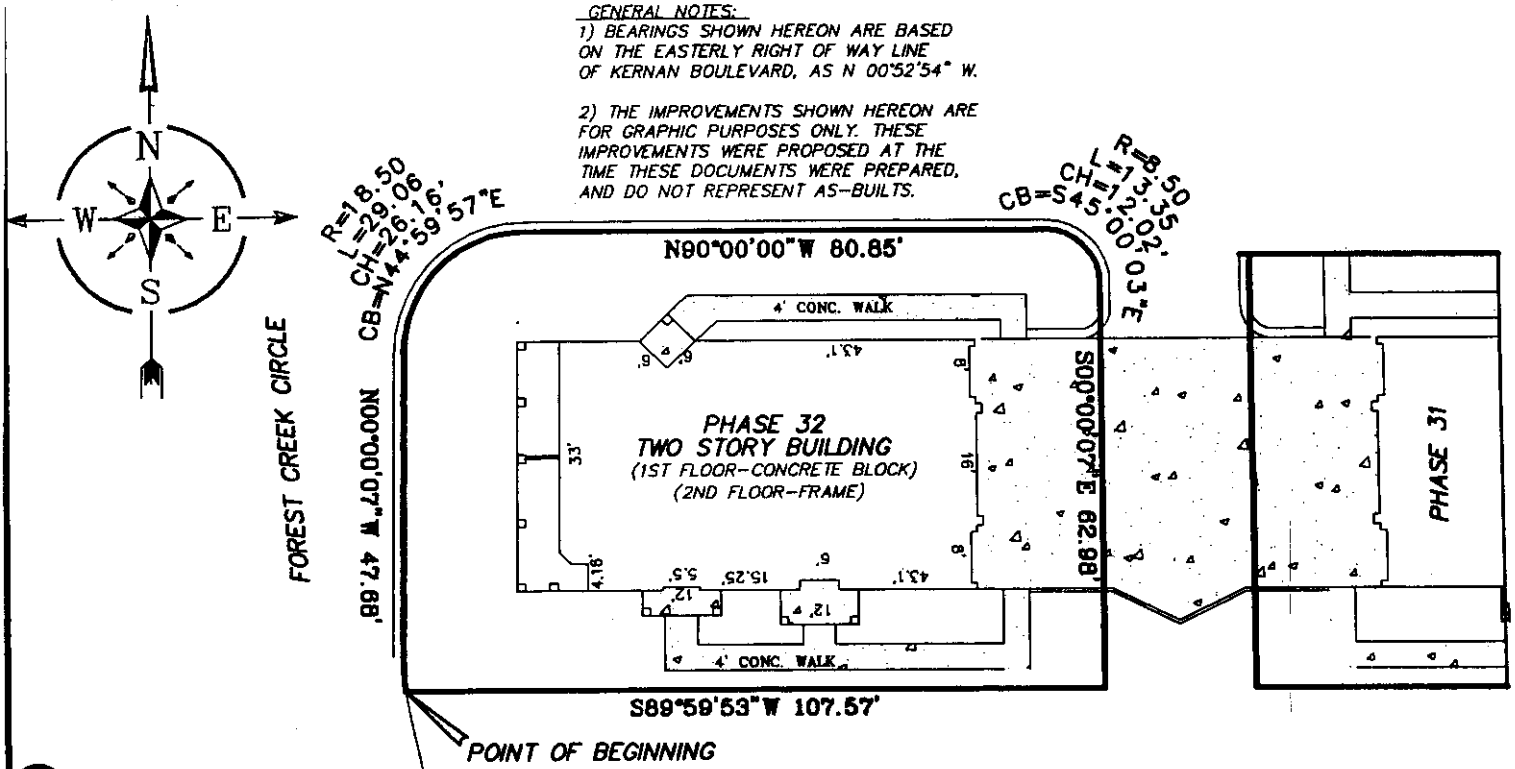
SITE PLAN OF

FOREST CREEK, A CONDOMINIUM

BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.



PHASE 32 AREA = 8397 SQUARE FEET
SCALE: 1" = 30'
DATE: JULY 23, 2003

PHASE 32

EXHIBIT " " - SHEET ___ of ___ SHEETS

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

A & J Land Surveyors, Inc.
7950 Belfort Road
Suite 1600
Jacksonville, Florida 32256
Telephone (904) 296-1666 Fax (904) 296-4583
Jon Bowan, PLS Jeff Ward, PLS

FOREST CREEK, A CONDOMINIUM

PHASE 32
FOREST CREEK, A CONDOMINIUM

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PART OF GOVERNMENT LOT 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

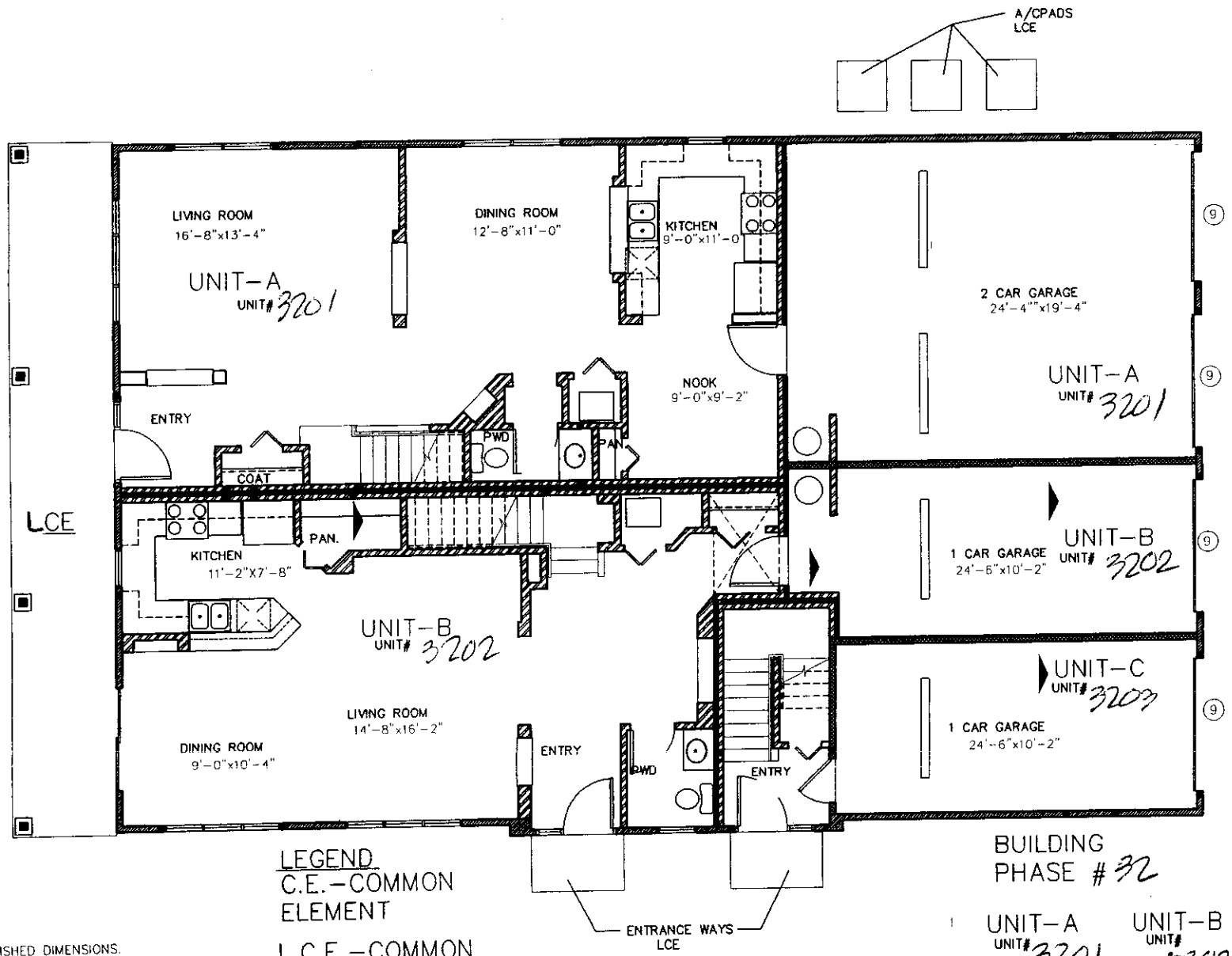
FOR A POINT OF REFERENCE, *COMMENCE* AT THE SOUTHEAST CORNER OF TRACT "G", (RECREATION AREA), AS SHOWN ON THE PLAT OF ***KERNAN FOREST***, RECORDED IN PLAT BOOK 56, PAGES 12, 12A THROUGH 12 L OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND RUN NORTH 82°07'22" EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF *KERNAN FOREST BOULEVARD*, (A 60 FOOT PUBLIC ROAD RIGHT OF WAY, AS SHOWN ON THE AFORESAID PLAT OF ***KERNAN FOREST***), A DISTANCE OF 123.39 FEET, TO THE POINT OF CURVATURE, OF SAID ROAD; THENCE, DEPARTING FROM SAID NORTHERLY RIGHT OF WAY LINE, RUN NORTH 12°14'58" WEST, A DISTANCE OF 188.68 FEET, TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING** THUS DESCRIBED, RUN THENCE NORTH 00°00'07" WEST, A DISTANCE OF 47.68 FEET, TO A POINT IN A CURVE WITH A RADIUS OF 18.50, AND ARC OF 29.06' WITH CHORD BEARING OF NORTH 44°59'57" EAST WITH A DISTANCE OF 26.16 FEET; TO A POINT RUN THENCE NORTH 90°00'00"W FOR DISTANCE OF 80.85' FEET TO A POINT IN A CURVE WITH RADIUS OF 8.50 AND ARC OF 13.35' WITH A CHORD BEARING OF SOUTH 45°00'03"EAST WITH A DISTANCE OF 12.02' FEET; TO A POINT RUN THENCE SOUTH 00°00'07" EAST, WITH DISTANCE OF 62.98' FEET ; TO A POINT RUN THENCE SOUTH 89°59'53" WEST, FOR A DISTANCE OF 107.57' FEET; TO THE **POINT OF BEGINNING**.

THE LANDS THUS DESCRIBED CONTAINS 8397 SQUARE FEET, MORE OR LESS IN AREA.

FIRST FLOOR PLAN

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA



LEGEND
C.E.–COMMON ELEMENT

L.C.E.–COMMON ELEMENT

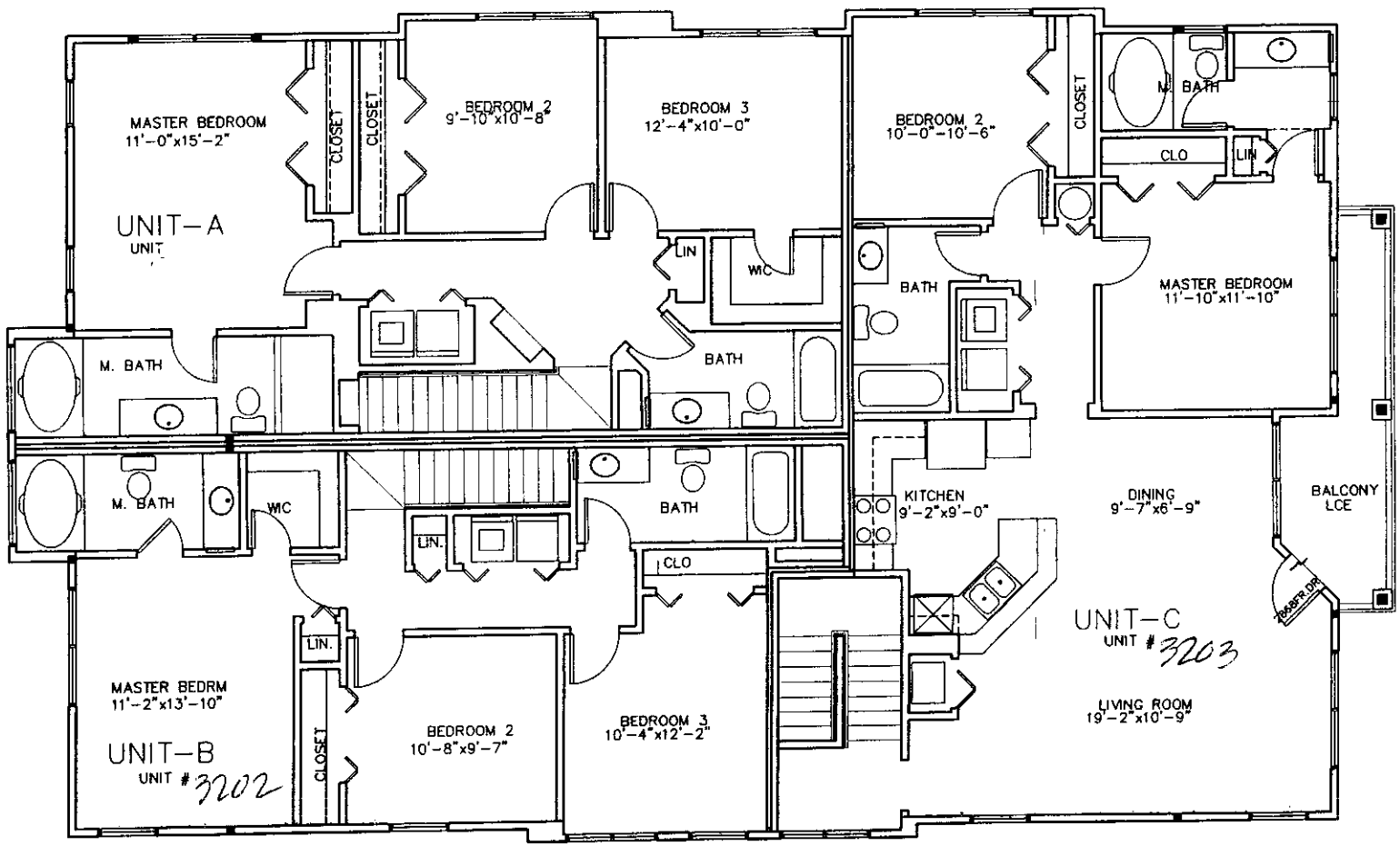
DIMENSIONS ARE FINISHED DIMENSIONS.
ACTUAL DIMENSIONSMAY VARY SLIGHTLY

BUILDING PHASE # 32

UNIT–A UNIT# 3201
UNIT–B UNIT# 3202
UNIT–C UNIT# 3203

FOREST CREEK
A CONDOMINIUM
JACKSONVILLE, FLORIDA

SECOND FLOOR PLAN



DIMENSIONS ARE FINISHED DIMENSIONS. ACTUAL DIMENSIONS MAY VARY SLIGHTLY

BUILDING PHASE #32

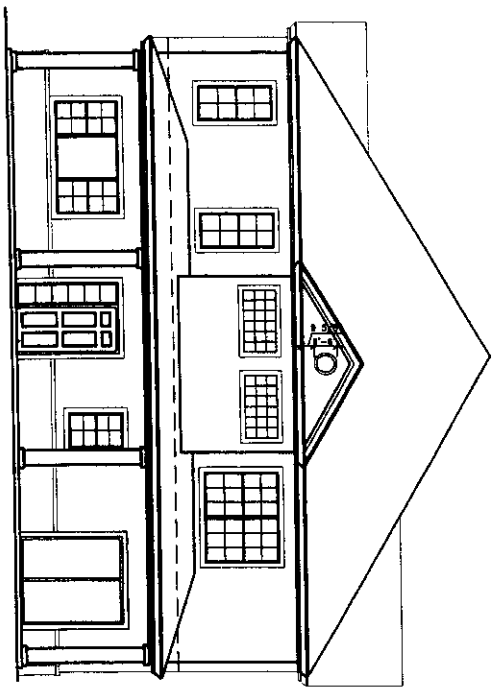
UNIT-A UNIT # 3201

UNIT-B UNIT # 3202

UNIT-C UNIT # 3203

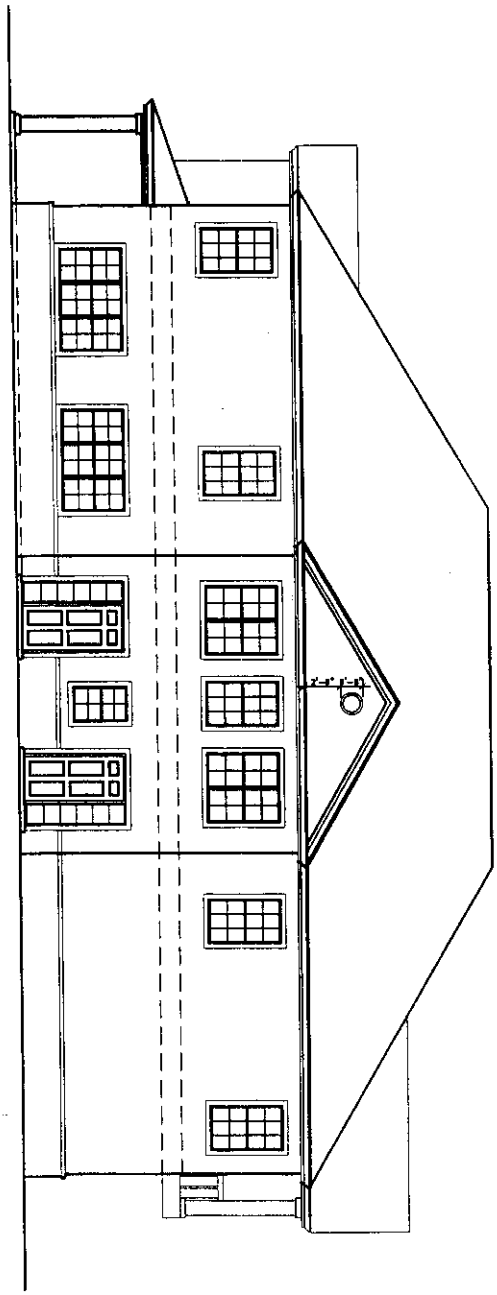
CE-COMMON ELEMENT

LCE-LIMITED COMMON ELEMENT



FRONT ELEVATION

NOT TO SCALE



RIGHT ELEVATION

NOT TO SCALE

A3

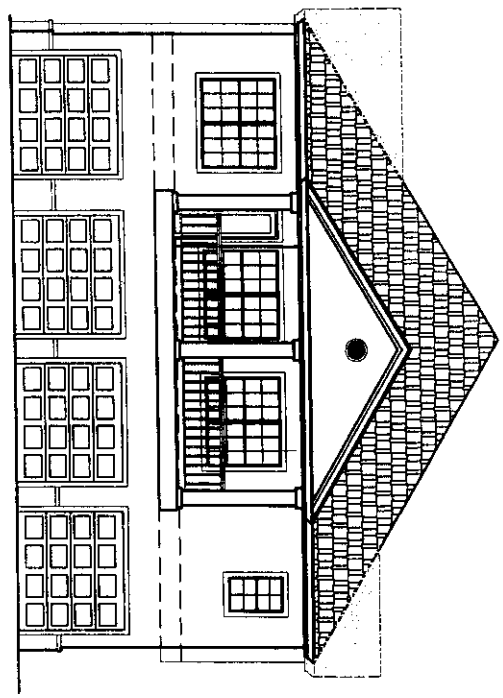
DRAWING INFORMATION

ELEVATIONS

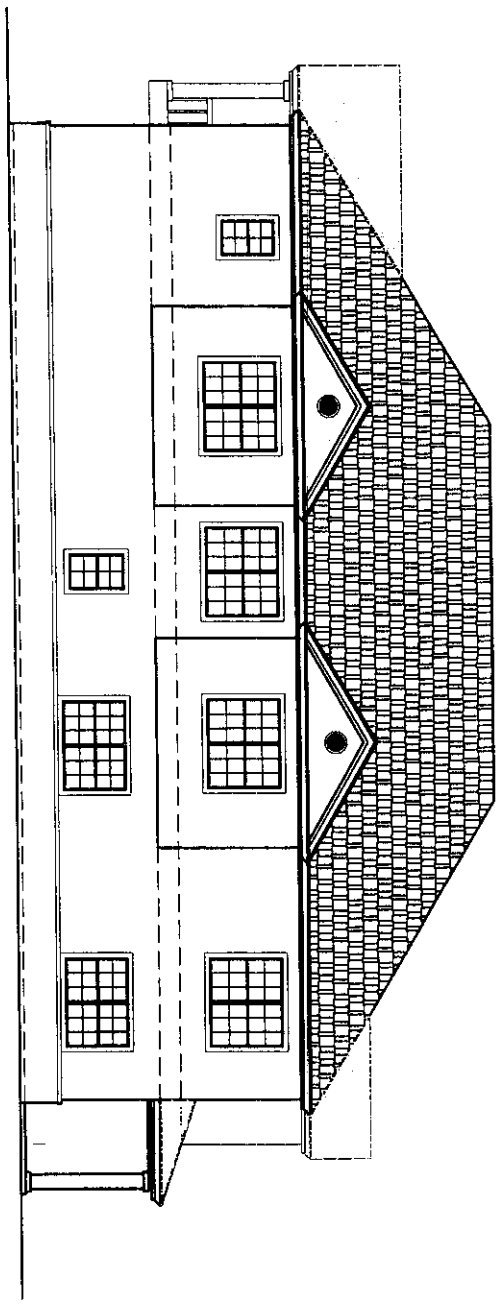
PROJECT:

KERNAN FOREST
A CONDOMIUM
JACKSONVILLE, FLORIDA

Steven E. Hutchins Architects, Inc.
7988 PHILLIPS HIGHWAY
SUITE 204
JACKSONVILLE, FLORIDA
904-730-9988 FAX 904-730-8838



REAR ELEVATION



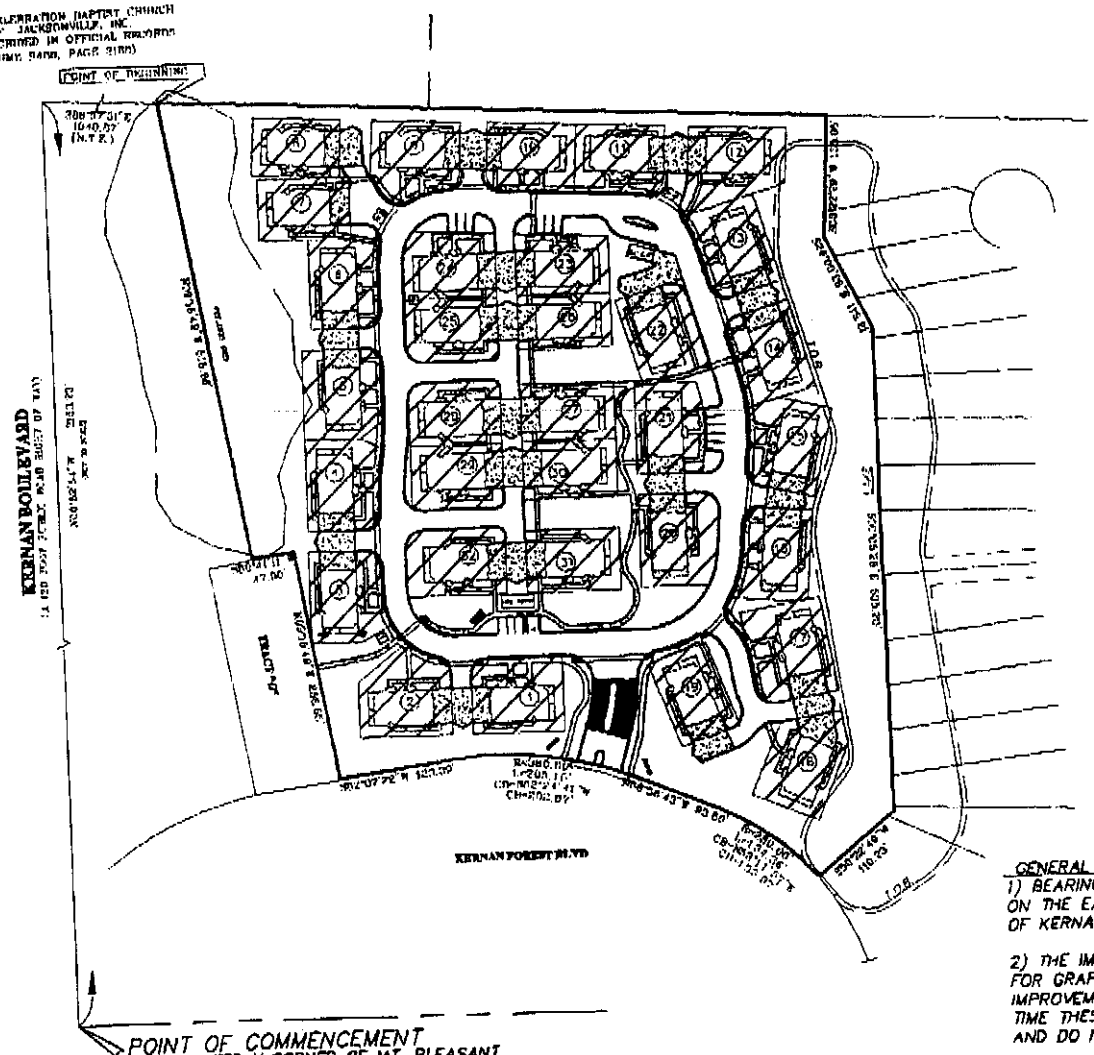
LEFT ELEVATION

A4	ELEVATIONS	FOREST CREEK A CONDOMINIUM JACKSONVILLE, FLORIDA	Steven E. Hutchins Architects, Inc. 7989 PHILIPS HIGHWAY SUITE 204 JACKSONVILLE, FLORIDA 904-739-9988 FAX 904-739-8835

SITE PLAN OF FOREST CREEK, A CONDOMINIUM

A PORTION OF GOVERNMENT LOT 12 AND 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF MT. PLEASANT CREEK, AS RECORDED IN PLAT BOOK 44, PAGES 70, 78A,78D,78C AND 78D OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING SITUATE IN THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD NORTH (A 120 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 00°52'54" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2153.20 FEET TO THE SOUTHWESTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 9486, PAGE 2168 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 88°37'31" EAST, ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1040.07 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°37'31" EAST, ALONG SAID LAST MENTIONED LINE, A DISTANCE OF 732.49 FEET; THENCE SOUTH 03°22'29" WEST, 136.05 FEET; THENCE SOUTH 28°00'26" EAST, 113.21 FEET; THENCE SOUTH 00°05'26" EAST, 535.20 FEET; THENCE SOUTH 50°12'48" WEST, 110.83 FEET TO A POINT SITUATE IN A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHWESTERLY AROUND AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.16 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°11'57" WEST, 132.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°56'43" WEST, DISTANCE OF 83.60 FEET TO POINT OF CURVATURE OF A CURVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY AROUND AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 83°24'41" WEST, 202.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°07'22" WEST, A DISTANCE OF 123.09 FEET; THENCE NORTH 09°18'49" WEST, A DISTANCE OF 516.98 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 516,668 SQUARE FEET, MORE OR LESS IN AREA.
LESS & EXCEPT: PHASE 1 THROUGH PHASE 32, SEE SKETCHS FOR EACH PHASE)



GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.

OVERALL PARCEL
AREA = 516,668 SQUARE FEET
OR 11.86 ACRES, ±

COMMON ELEMENTS

EXHIBIT " " - SHEET ___ of ___ SHEETS

LEGEND:

DENOTES LESS AND EXCEPT PORTIONS OF LEGAL DESCRIPTIONS (PHASES 1 THROUGH 32)

SCALE: 1" = 200'
DATE: JULY 23, 2002

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

FOREST CREEK, A CONDOMINIUM

NOTES TO SURVEY

1. DESCRIPTION OF DWELLING UNITS

Each Dwelling Unit shall consist of that part of the building containing such Dwelling Unit which lies within the boundaries of the Dwelling Unit, which boundaries are as follows:

A. Upper Boundaries

The upper boundary of each Dwelling Unit shall be the horizontal plane of the unfinished ceiling extended to an intersection with the perimetrical boundaries.

B. Lower Boundaries

The lower boundary of each Dwelling Unit shall be the horizontal plane of the unfinished floor slab of that Dwelling Unit extended to an intersection with the perimetrical boundaries.

C. Perimetrical Boundaries

The perimetrical boundaries of each Dwelling Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

(1) EXTERIOR BUILDINGS WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Dwelling Unit.

(2) INTERIOR BUILDINGS WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing Dwelling Units extended to intersections with other perimetrical boundaries.

Drywall and studs are included within the boundaries of each Dwelling Unit.

D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof, shall be included in the boundaries of each Dwelling Unit.

E. Air Conditioning Units

The boundaries of each Dwelling Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Dwelling Unit.

F. Excluded From Dwelling Units

The Dwelling Unit shall not be deemed to include utility services which may be contained within the boundaries of the Dwelling Unit but which serve Common Elements and/or a Dwelling Unit or Dwelling Units other than or in addition to the Dwelling Unit within which contained. Nor shall it include columns or partitions contributing to support of the Building. The items here identified are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a Dwelling Unit(s) are Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a Dwelling Unit and all columns or partitions contributing to support of the Building are Common Elements.

C. All conduits and wire to outlets, all other utility lines to outlets and all waste pipes, regardless of location, are Common Elements.

D. The Common Elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

E. The Entryways, Walkways, Driveways, and Balconies so designated on the Survey are Limited Common Elements reserved for the use of the Owner(s) of the Dwelling Unit(s) adjacent thereto.

F. The portions of the land upon which is situated all air conditioning equipment located outside the Dwelling Units and as shown on the Survey ("A/C Land") are Limited Common Elements reserved for the use of the Owners of the Dwelling Units served by such equipment.

G. The Garages, as shown on the Survey, are a part of the Dwelling Units to which they are attached.

The definitions set forth in the Declaration of Condominium are incorporated herein.

EXHIBIT C
TO
DECLARATION OF CONDOMINIUM
OF
FOREST CREEK, A CONDOMINIUM

Articles of Incorporation
of
Forest Creek Condominium Association, Inc.

State of Florida

Department of State

I certify from the records of this office that FOREST CREEK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 2, 2003.

The document number of this corporation is N03000010464.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 803A00065218-120403-N03000010464-1/1, noted below.

Authentication Code: 803A00065218-120403-N03000010464-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of December, 2003

Glenda E. Hood
Secretary of State

Book 11529 Page

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FOREST CREEK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on December 2, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000327854. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N03000010464.

Authentication Code: 803A00065218-120403-N03000010464-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of December, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

H03000327854

ARTICLES OF INCORPORATION
OF
FOREST CREEK
CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not for Profit)

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Duval County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Association" or "Sub-Association" (as defined in Master Declaration) means Forest Creek Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Forest Creek.

D. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Homes.

H. "Common Surplus" means the excess of receipts of the Association collected on behalf of Forest Creek (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

I. "Condominium Property" means the real property submitted to condominium ownership pursuant to the Declaration(s) and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Homes and Common Elements and all easements intended for use in connection with Forest Creek, all as more particularly described in the Declaration.

J. "County" means Duval County, Florida.

K. "Declaration" means the Declaration of Condominium by which Forest Creek, a Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

L. "Developer" means D.R. Horton, Inc.-Jacksonville, a Delaware corporation, its successors, grantees and assigns. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Neighborhood Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

M. "Director" means a member of the Board.

N. "Forest Creek" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain ninety-six (96) Homes in thirty-two (32) residential phases, each of which is to contain a two (2)-story residential building with three (3) Homes each; and one (1) non-residential phase which consists of the "Common Area."

O. "Forest Creek Condominium" means a condominium created within Forest Creek.

P. "Home" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

Q. "Home Owner" means "unit owner" as defined in the Act and is the owner of a Home.

R. "Kernan Forest" means the name given to the planned development in which the Condominium is located and which is more particularly described in the Declaration.

S. "Member" means a member or members of the Association.

T. "Neighborhood Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against an Owner.

U. "Neighborhood Common Expenses" means expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Neighborhood Documents and include:

(i) expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Declaration), costs of carrying out the powers and duties of the Association with respect to Forest Creek Condominium(s) and the Condominium Property of each, cost of fire and extended coverage insurance on the Condominium Property; and

(ii) any other expenses designated as Neighborhood Common Expenses from time to time by the Board.

V. "Neighborhood Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Forest Creek Condominium.

W. "Phase" means those portions of the real property within Forest Creek and improvements thereon which, as contemplated by Section 718.403 of the Act, may become part of the Condominium Property of Forest Creek by the recording of a Declaration or an amendment thereto.

X. "Public Records" means the Public Records of the County.

Y. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Home owned by more than one (1) owner or by any entity.

Z. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I
NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be FOREST CREEK CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256.

ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Forest Creek on property in Kernan Forest. Developer intends to develop Forest Creek as a "phase condominium" as contemplated by Section 718.403 of the Act.

B. If Developer does not submit all Phases described in the Declaration to condominium ownership, then Developer may develop the land of any such Phases(s) not made a part thereof as another Forest Creek Condominium(s) to be administered by the Association.

C. 1. The Association shall be the condominium association responsible for the operation of all Forest Creek Condominium(s) subject to the terms and restrictions of the Neighborhood Documents; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Forest Creek. Each Home Owner shall be a Member of the Association as provided in these Articles.

2. The purpose for which this Association is organized is to maintain, operate and manage the Forest Creek Condominium(s), including the Association Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Neighborhood Documents and all other lawful purposes.

ARTICLE III
POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Neighborhood Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Condominium Property, Association Property and the Neighborhood Common Elements and the levying and collection of Neighborhood Common Expenses and Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Homes, the Association Property and the Common Elements);

2. To make, levy, collect and enforce Neighborhood Assessments and special charges and any other charges and/or fees as provided in the Neighborhood Documents against Home Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Forest Creek and the payment of Neighborhood Common Expenses and other expenses in the manner provided in the Neighborhood Documents and the Act and to use and expend the proceeds of such Neighborhood Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property and Association Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property and Association Property in the event of casualty or other loss;

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5. To enforce by legal means the provisions of the Neighborhood Documents, Master Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and Association Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and Association Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Neighborhood Common Expenses of Forest Creek; and

7. To purchase: (i) Home(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Neighborhood Documents.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Condominium Declaration and the Act and, as security for any such loan, to collaterally assign the Condominium Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE IV
MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Until such time as Forest Creek Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once Forest Creek Condominium is submitted to condominium ownership by the recordation of the Declaration, the Home Owners, which shall mean in the first instance Developer as the owner of all the Homes, shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Home as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Home Owner shall terminate as to that Home. Where title to a Home is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Home, shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Home.

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D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Home.

E. If a second Forest Creek Condominium is submitted to condominium ownership, membership in the Association shall be divided into classes ("Class Members") with Home Owners in each Forest Creek Condominium constituting a class. If one or more additional Forest Creek Condominiums are submitted to condominium ownership, the Home Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

F. With respect to voting, the following provisions shall apply:

1. Either the membership as a whole shall vote or the Class Members shall vote, which determination shall be made in accordance with subparagraphs F.2 and F.3 below. In any event, however, each Home shall be entitled to one (1) vote, which vote(s) shall be exercised and cast in accordance with the Declaration and the Neighborhood Documents. In the event there is more than one (1) owner with respect to a Home as a result of the fee interest in such Home being held by more than one (1) person or entity, such owners collectively shall be entitled to one (1) vote for each Home owned in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to a particular Forest Creek Condominium or any combination of Forest Creek Condominiums shall be voted upon only by the Class Members of the applicable Forest Creek Condominium(s) and shall be determined by a vote of the majority of such Class Members at any meeting having a proper quorum (as determined in accordance with the Bylaws); and

(b) Matters substantially pertaining to all of the Forest Creek Condominiums or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to a particular Forest Creek Condominium or any combination of or all of the Forest Creek Condominiums or to the Association as a whole, for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting an Forest Creek Condominium or any combination of Forest Creek Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to an Forest Creek Condominium unless the Class Members of the particular Forest Creek Condominium or any combination of Forest Creek Condominiums so affected shall be given the opportunity to also vote on said action or resolution as a class or classes.

4. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

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5. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V
TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI
INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Mark F. Grant, Esquire, Ruden McClosky Smith Schuster & Russell, P.A., 200 East Broward Boulevard, Fort Lauderdale, Florida 33301.

ARTICLE VII
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

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President	Kenneth L. Johns, Jr.
Vice President	John Zakoske
Secretary/Treasurer	Jan Doan

ARTICLE IX
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph K of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESS
Kenneth L. Johns, Jr.	9456 Philips Highway Suite 1 Jacksonville, Florida 32256
John Zakoske	9456 Philips Highway Suite 1 Jacksonville, Florida 32256
Jan Doan	9456 Philips Highway Suite 1 Jacksonville, Florida 32256

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Home Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Homes" (as hereinafter defined) (as evidenced by the recordation of deeds), including Homes located in all Forest Creek Condominium(s), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by

the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

The term "Total Homes" means the number of Homes contemplated for Forest Creek (less the number of Homes in Forest Creek which Developer decides neither to submit as part of Forest Creek Condominium as provided in the Declarations nor submit to condominium ownership as a separate Forest Creek Condominium).

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of any of the following, whichever shall first occur (reciting the provisions of Sections 718.301(1)(a) - (e), F.S., as required by Rule 61B-17.0012, F.A.C.):

a. Three (3) years after 50 percent of the Total Homes have been conveyed to purchasers;

b. Three (3) months after 90 percent of the Total Homes have been conveyed to purchasers;

c. When all the Total Homes have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course or business; or

d. When some of the Total Homes have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

e. Seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the Board of the Condominium Association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer that 500

units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting a majority of the members of the board of administration.

2. Notwithstanding the above Article IX.E (1), Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify

the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total Homes for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7).

L. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, or all Forest Creek Condominiums.

3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

ARTICLE X
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Neighborhood Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Neighborhood Assessments against Members to defray the costs of the Neighborhood Common Expenses; collecting that portion of Common Expenses attributable to Home Owners in Forest Creek as determined in accordance with the Master Declaration.

B. Using the proceeds of Neighborhood Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing and operating the improvements within Forest Creek.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within Forest Creek.

E. Making and amending rules and regulations with respect to all Forest Creek Condominium(s) administered by the Association and for the Association Property.

F. Enforcing by legal means the provisions of the Neighborhood Documents and Master Documents.

G. Contracting for the management and maintenance of the Condominium Property and Association Property authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Neighborhood Documents and the Act including, but not limited to, the making of Neighborhood Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and Neighborhood Assessments which are or may become liens against the Common Elements of any Forest Creek Condominium administered by the Association and assessing the same against Homes within such Condominium, the Home Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Neighborhood Documents and acquiring one insurance policy to insure the Condominium Property and Association Property to allocate the premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and Association Property of any Forest Creek Condominium administered by the Association and not billed directly to Home Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 are incorporated by reference herein.

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M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Neighborhood Documents, as well as the question and answer sheet referred to in Paragraph X.M. above, on the Condominium Property to ensure their availability to Home Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

(i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

(ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. All other powers and duties reasonably necessary to operate and maintain all Forest Creek Condominium(s) administered by the Association in compliance with the Neighborhood Documents and the Act.

ARTICLE XI
INDEMNIFICATION

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

found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of at least two-thirds (2/3) of the total votes of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declarations amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted only upon receiving the affirmative vote of at least two-thirds (2/3) of the total votes of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in

lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

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

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Home or of any "Institutional Mortgagee" (as defined in each Declaration) without it's prior written consent.

ARTICLE XIV
EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE XV
HUD/VA APPROVAL

With the exception of the Land and improvements contemplated to be submitted to condominium ownership pursuant to the Declaration, annexation of additional properties, mergers and consolidations, mortgaging of common area, dissolution and amendment of the Articles, requires prior approval of U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") as long as Developer owns any Homes in Forest Creek.

ARTICLE XVI
DISSOLUTION

The Association may be dissolved only upon (a) a resolution duly adopted by the Board, and (b) the affirmative vote of the Members of not less than two-thirds (2/3) of the Homes, and (c) so long as Developer or any of Developer's affiliates owns any property subject to the Declaration or which may be unilaterally subjected to the Declaration, the consent of the Developer. Upon dissolution of the Association, if VA is guaranteeing or HUD is insuring the mortgage on any Home, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for the Condominium, then HUD and/or VA shall be notified of such dissolution.

ARTICLE XVII
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 9456 Philips Highway, Suite 1, Jacksonville, Florida 32256, and the initial registered agent of the Association at that address shall be Mr. Jan Doan.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 2 day of December, 2003.

Mark F. Grant, Esquire, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Forest Creek Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

Jan Doan, Registered Agent

EXHIBIT D
TO
DECLARATION OF CONDOMINIUM
OF
FOREST CREEK, A CONDOMINIUM

Bylaws of Forest Creek Condominium Association, Inc.

BYLAWS
OF
FOREST CREEK
CONDOMINIUM ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of FOREST CREEK CONDOMINIUM ASSOCIATION, INC. ("Association"), as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering the condominium known as Forest Creek, a Condominium and possibly one (1) or more other condominium(s) which may be developed in the development known as Forest Creek as more particularly set forth in the Articles of Incorporation of the Association ("Articles").

1.1. The office of the Association shall be for the present at 9456 Phillips Highway, Suite 1, Jacksonville, Florida 32256, Attn: Jan Doan, and thereafter may be located at any place designated by the Board.

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

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Definitions

2.1. All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the "Declaration" amongst the Public Records of Duval County, Florida ("County") and, for clarification, certain terms shall have the meanings ascribed to them in the Articles. All terms defined in the Articles shall appear with initial capital letters each time such term appears in these Bylaws.

2.2. Notwithstanding anything to the contrary herein, references to any of the Neighborhood Documents shall be deemed to include any amendment to any such document as set forth therein.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles.

3.2. The Members shall meet annually at the office of the Association or at such other place in the County, at such time as determined by the Board and as designated in the notice of such

meeting ("Annual Members' Meeting"), commencing with the year following the year in which the Articles are filed with the Secretary of State. All such meetings shall be conducted in the English language. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Members or any Class Members, as the case may be, shall be held at any place within the State of Florida whenever called by the President or Vice President of the Association or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the Members or any Class Members, as the case may be, except as otherwise provided in Sections 4.5(a) and 7.3(b) hereof. Unless specifically stated otherwise herein, the provisions of these Bylaws pertaining to meetings of Members shall also be applicable to meetings of Class Members.

3.4. Except as otherwise provided herein, written notice of a meeting (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed or hand delivered to each Member at his or her last known address as it appears on the books of the Association or electronically transmitted to the location furnished by the Home Owner for that purpose. Proof of such notice shall be given by affidavit of the person who mailed, hand delivered or electronically transmitted such notice and also by such other method as may be required by the Act. The notice shall state the time and place of such meeting and shall include an agenda. Unless a Member waives in writing the right to receive notice of the meeting, written notice of Annual Members' Meetings and special meetings of the Members shall be mailed, hand delivered or electronically transmitted to each Member in the manner required by the Act, not less than fourteen (14) days prior to the date of the meeting. Notice of the Annual Members' Meeting or special meeting of the Members shall be posted at a conspicuous place on the Condominium Property, as more particularly set forth in the rules and regulations, at least fourteen (14) continuous days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda. If a meeting of the Members, either a special meeting or an Annual Members' Meeting, is one which, by express provision of the Act or Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act) there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Paragraph 3.4, then such express provision shall govern.

3.5. The Members or any Class Members, as the case may be, may waive notice of special meetings; and, at the discretion of the Board, act by written agreement in lieu of a meeting. Written

notice of the matter or matters to be considered by written agreement in lieu of a meeting shall be given to the Members or any Class Members, as the case may be, at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with such Section. The notice shall set forth a time period during which time a response must be made by a Member or "Proxy" (as hereinafter defined). The decision of a majority of a quorum of the Voting Interests (as evidenced by written response to be solicited in the notice) shall be binding on the Members or any Class Members, as the case may be, provided a quorum of the Members or any Class Members, as the case may be, submits a response. However, if the question is one upon which, by express provisions of the Act or the Neighborhood Documents (provided the express provisions of the Neighborhood Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.6. A quorum of the Members shall consist of persons entitled to cast votes on behalf of a majority of the entire Membership. A quorum of any Class Members shall consist of persons entitled to cast votes on behalf of such Class Members. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the Voting Interests present in person or represented by written Proxy shall be required to decide the question. However, if the question is one which, by express provision of the Act or the Neighborhood Documents (provided the express provision of the Neighborhood Documents is in accordance with the requirements of the Act), requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7. If any meeting of the Members or any Class Members, as the case may be, cannot be properly held because a quorum is not in attendance, the Members who are present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. A quorum is not required for an election to occur; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. In the case of the meeting being adjourned, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8. At any Annual Members' Meeting at which elections of Directors are to occur, Directors shall be elected by written ballot or voting machine. In no event shall Proxies be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation, recall, or otherwise, unless otherwise provided in the Act. The procedures for the nomination of candidates and voting in elections shall be as provided in Section 718.112(2)(d)(3) of the Act.

3.9. If a quorum is not in attendance at a Meeting, the Members entitled to vote thereat who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. In the event any meeting is adjourned or postponed to be continued at another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided herein shall be reduced to the presence in person or by Proxy of one-third

(1/3) of the Voting Interests of Members or Class Members of the Association at the adjourned meeting. Actions approved by a majority of the Voting Interests of Members or Class Members present in person or by Proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all Members or Class Members and for all purposes except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. This reduction of the quorum requirements shall apply only if the Board sends notice of the adjourned or postponed meeting to the Members or Class Members as elsewhere provided, which notice must specifically provide that quorum requirements will be reduced at the adjourned or postponed meeting.

3.10. Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes report.

3.11. If, as and when one (1) or more Forest Creek Condominium(s), other than the Condominium, are submitted to condominium ownership, Class Members shall be created for Home Owners in each additional Condominium. All classes of Members shall vote in the manner stated in Article IV of the Articles. Voting rights of Members shall be as stated in each Declaration and the Articles. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument in writing, signed by a Member, appointing a person to whom the Member delegates the Member's right to cast a vote or votes in the Member's place and stead. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof; provided, however, that no Proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given, provided, this express provision is not inconsistent with the requirements of the Act, in which case the Act shall govern and control. Each Proxy shall contain the date, time and place of the meeting for which the Proxy is given. A limited Proxy shall set forth those items which the holder of the Proxy may vote and the manner in which the vote is cast. Members shall not vote by general Proxy, except as provided in Florida Statutes 718.112(2)(b)(2), but may vote by limited Proxy. A Proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast by virtue of such Proxy.

3.12. Upon demand of any Member at any time prior to a vote upon any matter at a meeting of the Members, or any Class Members, any Member may demand voting on such matter shall be by secret ballot. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.13. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 4. Board of Directors; Directors' Meetings

4.1. The form of administration of the Association shall be by a Board of not less than three (3) Directors. At each Annual Members' Meeting held subsequent to the year in which the

Developer's Resignation Event occurs, the number of Directors (which must be an odd number) shall be determined by the Board from time to time. Except for Developer-appointed Directors, Directors must be Members of the Association or the spouses, parents or children of Members.

4.2. The provisions of the Articles setting forth the selection, designation, election and removal of Directors are hereby incorporated herein by reference. Voting for Directors, if applicable, shall be noncumulative. Directors elected by the Members in accordance with Article IX of the Articles shall be elected by a plurality of votes cast by the Members present in person or by Proxy and entitled to vote at a properly held Annual Members' Meeting or special meeting of the Members.

4.3. Subject to Section 4.5 below and the rights of Developer as set forth in the Articles and as set forth in Section 4.5(b) below, vacancies on the Board shall be filled by person(s) elected by the affirmative vote of a majority of the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members' Meeting. A Director elected by the Board to fill a vacancy shall hold office only until the next election of Directors by the Members.

4.4. The term of each Director's service, except as provided in Section 4.3 of these Bylaws, shall extend until the next Annual Members' Meeting and thereafter, until his or her successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided herein.

4.5. (a) A Director elected by the Purchaser Members, as provided in the Articles, may be removed from office with or without cause upon the affirmative vote or the agreement in writing of the Purchaser Members acting on behalf of a majority of Voting Interests held by Purchaser Members at a special meeting of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in Section 718.112(2)(j), F.S., as it may be amended from time to time.

(b) A Director on the First Board or designated by Developer as provided in the Articles may be removed only by Developer in its sole discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name successors to fill any vacancies occurring for any reason on the Board among Directors on the First Board or designated by it, and Developer shall notify the Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.6. Notice to Members of the Annual Members' Meeting at which the Board of Directors is elected shall specify that the organizational meeting of the newly elected Board shall be held immediately following the Annual Members' Meeting. In the event the newly elected Board announces at the Annual Members' Meeting that it will not have its organizational meeting immediately after the Annual Members' Meeting, the Members shall be properly noticed as provided for in these Bylaws. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.7. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. All meetings of the Board shall be conducted in the English language. Special meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Participation in meetings of the Board by telephone or another form of electronic communication is permitted subject to the requirements of Section 718.112 (2)(b)5, F.S.

4.8. Notice of the time, agenda and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property, as more specifically set forth in the rules and regulations, at least forty-eight (48) continuous hours in advance for the attention of Members. Notice of any meeting where regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of a meeting where nonemergency Special Assessments or amendments to rules regarding Home use will be considered shall be mailed, hand delivered or electronically transmitted to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. In lieu of or in addition to the physical posting of notice of any meeting of the Members on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda. Proof of such notice shall be given by affidavit executed by the person providing the notice and filed among the official records of the Association. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.9. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically provided elsewhere herein or in any of the Neighborhood Documents. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. A vote or abstention for each Director present shall be recorded in the minutes. If at any meetings of the Board there shall be less than a quorum present, the majority of those present entitled to vote may adjourn the meeting from time to time until a quorum is present. At any properly held adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the

adjournment of a meeting, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.10. The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.11. Directors shall not receive any compensation for their services.

4.12. The Board shall have the power to appoint executive committees of the Board consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board as may be delegated to such executive committees by the Board.

4.13. Meetings of the Board shall be open to all Members. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the rules and regulations. All Board meetings shall be conducted in the English language. In addition, any Member may tape record or videotape a meeting in accordance with the rules and regulations.

Section 5. Fining Procedure for Enforcement of the Neighborhood Documents; Fees

5.1. A nonexclusive optional procedure for Board enforcement of the Neighborhood Documents, including the rules and regulations, shall be as follows:

5.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by a Home Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Home Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

5.1.2. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

5.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an

amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

5.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

5.2. Exemptions and Hearings

(a) Any Home Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

(b) Where the Association levies fines, such fines shall be levied pursuant to the procedures set forth in the rules and regulations.

5.3. An Owner who fails to timely pay any Neighborhood Assessment shall be charged a late charge by the Association for such late Neighborhood Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all legal fees (including but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Neighborhood Assessments whether or not an action at law to collect said Neighborhood Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of $25.00 or five percent (5%) of each installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any court costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

5.4. (a) The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy provided: (i) pursuant to the Neighborhood Documents; (ii) at law; or (iii) in equity.

(b) The amount of the fines as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the maximum dollar amount of such fines as such maximum dollar amount may be increased by amendment of the Act from time to time.

5.5. Written Inquiries by Owners

Written inquiries by Members to the Board shall be handled in accordance with Section 718.112(2)(a)(2), F.S., as it may be amended from time to time.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually by the Board. Any officer may be removed from office without cause by vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect and designate the powers and duties of such other officers and assistant officers as the Board shall find to be required to manage the affairs of the Association.

6.2. The President, who shall be a Director, shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the president of a condominium association including, but not limited to, the power to appoint committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

6.3. The Vice President(s) shall generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc. and shall be called upon in such order to exercise the powers and perform the duties of the President if he or she is absent or incapacitated.

6.4. The Secretary shall cause the minutes of all meetings of the Board and of the Members to be kept, which minutes shall be recorded in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall assist the Secretary and shall perform the duties of the Secretary when the Secretary is absent.

6.5. The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and shall perform the duties of the Treasurer whenever the Treasurer is absent.

6.6. Officers shall not receive compensation for their services. The compensation, if any, of all other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director or an officer as an employee of the Association nor

preclude the contracting with a Director or an officer for the management of all or any portion of Forest Creek.

Section 7. Accounting Records; Fiscal Management

7.1. Accounting Records

(a) The Association shall maintain the official records of the Association in accordance with Section 718.111(12) of the Act, which records shall be open to inspection by Members and owners of first mortgages on Homes or their authorized representatives at reasonable times. The Association may charge Owners, owners of first mortgages on Homes or their authorized representative its actual costs for preparing and furnishing copies of the documents including, but not limited to, the Declaration, Articles, Bylaws, Rules and Regulations, question and answer sheet and any amendment to the foregoing to those requesting same. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within ten (10) working days before the date of the inspection. The official records shall include accounting records for the Association maintained according to good accounting practices, and such accounting records shall be maintained for a period of not less than seven (7) years. Accounting records so maintained by the Association shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account, and a monthly statement of the account for each Home or as reported at such interval as may be required by the Act as amended from time to time by the Florida Legislature, designating the name of the owner thereof, the due date and amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits reviews, accounting statements and financial reports of the Association; and (iv) all contracts for work to be performed, and such bids shall be considered official records and maintained for a period of one (1) year.

(b) A report of the actual receipts and expenditures of the Association for the previous twelve (12) months ("Report") shall be prepared annually by an accountant or Certified Public Accountant in accordance with Section 718.111(13) of the Act, provided, however, the requirement for audited financial statements may be waived pursuant to said Section. The Report shall be prepared consistent with the requirements of Rule 61B-22.006, F.A.C. and a copy of such report shall be furnished in accordance with the Act to each Member not later than the first day of April of the year following the year for which the Report is made. The Report will include account classifications designated in the Act, if applicable, and accounts otherwise included at the Board's discretion. The Report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

7.2. Budget

(a) The Board shall adopt a Budget for the Neighborhood Common Expenses of the Condominium ("Budget") for each forthcoming fiscal year ("Budget Year") at a special meeting of the Board ("Budget Meeting") called for that purpose in October or November prior to the applicable Budget Year. Prior to the Budget Meeting a proposed Budget for the Condominium shall

be prepared by or on behalf of the Board, which Budget(s) shall include, but not be limited to, the following items of expense applicable to the Condominium:

(i)	Administration of the Association
(ii)	Utilities
(iii)	Management Fees
(iv)	Maintenance
(v)	Rent for recreational and other commonly used facilities
(vi)	Taxes upon Association Property
(vii)	Taxes upon leased areas
(viii)	Insurance
(ix)	Security provisions
(x)	Other expenses
(xi)	Operating capital
(xii)	Reserves for Capital Expenditures and Deferred Maintenance
(xiii)	Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes

(b) The Budget for the Condominium constitutes an estimate of the expenses to be incurred by the Association for and on behalf of the Condominium. The procedure for the allocation of the expenses attributable to the Condominiums, which are the Neighborhood Common Expenses of the Condominium, shall be as follows:

(i) Expenses of the Association which are applicable to more than one (1) Forest Creek Condominium (such as administrative expenses) shall be allocated by the Board amongst the several Forest Creek Condominiums to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to the Condominium, the numerator of which is the number of Homes within the particular Forest Creek Condominium to which such expenses are being allocated and the denominator of which is the total number of Homes in the various Forest Creek Condominiums to which such expenses are applicable; provided, however, that if such method of allocation is inequitable due to the fact that a grossly disproportionate amount of such expenses are attributable to a particular Forest Creek Condominium, then the Board may allocate such expenses in a manner deemed by it to be fair and equitable.

(ii) Expenses of the Association which are applicable to one (1) Forest Creek Condominium (such as, but not limited to, utilities and maintenance for the Common Elements of a particular Forest Creek Condominium) shall be allocated by the Board as a Neighborhood Common Expense solely of such Forest Creek Condominium.

(iii) In the event there is only one (1) condominium comprising Forest Creek Condominium, then all expenses of the Condominium Association shall be applicable to that condominium.

(c) Neighborhood Common Expenses with respect to Condominium Property and Association Property (i.e., property held in the name of the Condominium Association, not the Common Elements), if any, shall be assessed against all Condominium Units in direct proportion to the percentage of ownership in the Common Elements and in the Common Surplus as set forth in the Declarations of Condominium of all the condominiums comprising Forest Creek Condominium, as they may exist from time to tome, after the allocation between or among condominiums is made by the board pursuant to Section 7.2(b)(i) hereinabove.

(d) The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Condominium Property. The Budget for the Condominium shall include, on an annual basis, the establishment of reserve accounts for capital expenditures and deferred maintenance of the Condominium Property. The reserve accounts shall include, but not be limited to, roof replacement, roadway resurfacing and building exterior repainting regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars ($10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. Notwithstanding any other provisions to the contrary contained herein, in the event that, by a majority vote of either Members or Class Members, as applicable, at a duly called meeting of the Association, elect to have less than a full reserve or no reserve for deferred maintenance and replacement, then the applicable Budget shall be based on such lesser reserves or no reserves, as the case may be.

(e) Copies of the applicable proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member or Class Member at the Member's last known address, as reflected on the books and records of the Association, not less than fourteen (14) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Members. Failure go timely adopt a Budget for the Condominium shall not alter or abrogate the obligation to pay Neighborhood Common Expenses.

(f) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one (1) calendar year for Neighborhood Common Expenses which cover more than such calendar year; (iv) Neighborhood Assessments shall be made not less frequently than monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses and for all unpaid expenses previously incurred; and (v) expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the

foregoing, Neighborhood Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform to generally accepted accounting standards and principles.

(g) No Board shall be required to anticipate revenue from Neighborhood Assessments or expend funds to pay for Neighborhood Common Expenses or Operating Expenses not included in a Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from expenses being greater than income from Neighborhood Assessments, then such deficits shall be carried into the applicable Budget for the next succeeding year as a deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the applicable Declaration.

(h) The Board may also include in the proposed Budget a sum of money as an assessment for the making of betterments to the Condominium Property and Association Property for anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the Members by the Board as a Special Assessment and shall be considered an "Excluded Expense" under Section 7.3(a) hereof.

7.3. Adoption of Budget

Until the provisions of Section 718.112(2)(e) of the Act relative to the Members' approval of a Budget requiring Neighborhood Assessments against the Members in excess of 115% of such Neighborhood Assessments for the Members in the preceding year are declared invalid by the courts, or until amended by the Florida Legislature, the following shall be applicable (however, if such amendment merely substitutes another amount for 115%, then such new amount shall be substituted for 115% each time it is used in this Section 7.3):

(a) Should the Budget adopted by the Board at the Budget Meeting require Neighborhood Assessments against Members of an amount which is not greater than one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Neighborhood Assessments required to meet the Budget exceed one hundred fifteen percent (115%) of such assessments for the Membership for the preceding year ("Excess Assessment"), then the provisions of Subsections 7.3(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses ("Excluded Expenses") as follows:

(1) Reserves for repair or replacement of any portion of the Condominium Property or Association Property;

(2) Expenses of the Association which are not anticipated to be incurred on a regular or annual basis; and

(3) Neighborhood Assessments for betterments to the Condominium Property and Association Property.

(b) Should the Excess Assessment be adopted by the Board, then upon delivery to the Board, within twenty (20) days after the Budget Meeting, of a written application requesting a special meeting signed by ten percent (10%) of the Voting Interests of the Homes, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but to be held within thirty (30) days of the delivery of such application to the Board. At said special meeting, the Members shall consider and enact a Budget of Neighborhood Common Expenses. The adoption of the revisions to the Budget of Neighborhood Common Expenses shall require approval of not less than a majority of Voting Interests appurtenant to all Homes in the Condominium. The Board may propose revisions to the Members at a meeting of Members or in writing, and, if a revised Budget of Neighborhood Common Expenses is enacted at said special meeting, then the revised Budget shall be, as to the Neighborhood Common Expenses, incorporated into the final Budget. If no written application is delivered as provided herein and a quorum is not obtained or a substitute budget is not adopted by the Members, then the Budget originally adopted by the Board shall be the final Budget and shall go into effect as scheduled.

(c) Until the Majority Election Meeting, the Board shall not impose a Neighborhood Assessment pursuant to a Budget for Neighborhood Common Expenses for the Condominium which is greater than one hundred fifteen percent (115%) of the prior fiscal year's Neighborhood Assessment without approval of a majority of the Voting Interests of Members to be so assessed.

(d) If, as and when one (1) or more Forest Creek Condominiums are created pursuant to the Act, then the Budget shall allocate Neighborhood Assessments for Neighborhood Common Expenses to each Forest Creek Condominium. In each case in which the Neighborhood Assessments for Neighborhood Common Expenses for the affected Forest Creek Condominium [less expenses for matters similar to those matters set forth in Paragraphs 7.3(a)(1), 7.3(a)(2) and 7.3(a)(3) above] exceed one hundred fifteen percent (115%) of such Neighborhood Assessments for the prior year, the affected Members shall have the right to revise the Budget as same applies to them in the same manner as set forth in Paragraph 7.3(b) above.

7.4. Allocation of Neighborhood Common Expenses

(a) The portion of the expenses to be allocated to the operation and management of the Condominium shall be set forth in the Budget and shall constitute the Neighborhood Common Expenses of the Condominium. The Neighborhood Common Expenses shall be apportioned to each Owner based upon his share of Neighborhood Common Expenses, as provided in the Declaration of the Condominium.

(b) Notwithstanding the allocation to each Home of its share of Neighborhood Common Expenses, an Owner shall also be liable for any Special Assessments levied by the Board against his/her Home as provided in the Neighborhood Documents. The funds collected pursuant to

a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Owners; provided, however, that upon completion of such specific purpose or purposes any excess funds shall be considered Common Surplus. The Association shall collect Neighborhood Assessments and Special Assessments for Neighborhood Common Expenses from an Owner in the manner set forth in the Neighborhood Documents.

(c) To the extent that the Association at any time has either a Common Surplus or Neighborhood Common Expense in regard to the operation of the Condominium which cannot be attributed to one or more particular Forest Creek Condominium(s), then such Common Surplus or Neighborhood Common Expense shall be prorated equally based on the number of Homes within each Forest Creek Condominium and thereafter be deemed a Neighborhood Common Expense or Common Surplus of each Forest Creek Condominium as set forth in its Declaration.

(d) If, as and when one (1) or more Forest Creek Condominiums are created pursuant to the Act, the expenses attributable to each Forest Creek Condominium shall be allocated and apportioned to each Forest Creek Condominium in the manner set forth in Paragraphs 7.4(a) and 7.4(b) above.

7.5 Depository

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board. Notwithstanding the foregoing, the President and/or the Treasurer of the Association shall be authorized to sign checks on behalf of the Association, unless otherwise specified by the Board.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium at any meeting of the Board; provided such rules and regulations are not inconsistent with the Neighborhood Documents nor detrimental to sales of Homes by Developer. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Neighborhood Documents or the Act. In the event of a conflict, the provisions of the Neighborhood Documents and the Act shall govern.

Section 10. Amendments of the Bylaws

10.1. These Bylaws may be amended only by the affirmative vote of at least two-thirds (2/3) of the total votes of Members entitled to vote thereon, represented in person or by Proxy at a properly held Annual Members' Meeting or special meeting of the Membership and the approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the Annual Members' Meeting or special meeting. An amendment may be approved at the same meeting of the Board and/or Members at which such amendment is proposed.

10.2. An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, must be approved by the other as set forth above in order to become enacted as an amendment.

10.3. No modification or amendment to these Bylaws shall be adopted which would affect or impair the priority of any holder, insurer or guarantor of a first mortgage on any Home in Forest Creek Condominium, the validity of such mortgage or any of the rights of Developer.

Section 11. Fidelity Bonding

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d) of the Act.

Section 12. Condemnation of Common Elements

The Association has a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Arbitration

Pursuant to Section 718.1255 of the Act, mandatory nonbonding arbitration shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 14. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Homes to the applicable fire and life safety code.

Section 15. Recall of Board Members

Pursuant to Section 718.112(2)(j) of the Act, any Board member may be recalled and removed from office as provided for and described therein.

FOREST CREEK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Kenneth L. Johns Jr.
President

Attest:
, Secretary

(CORPORATE SEAL)

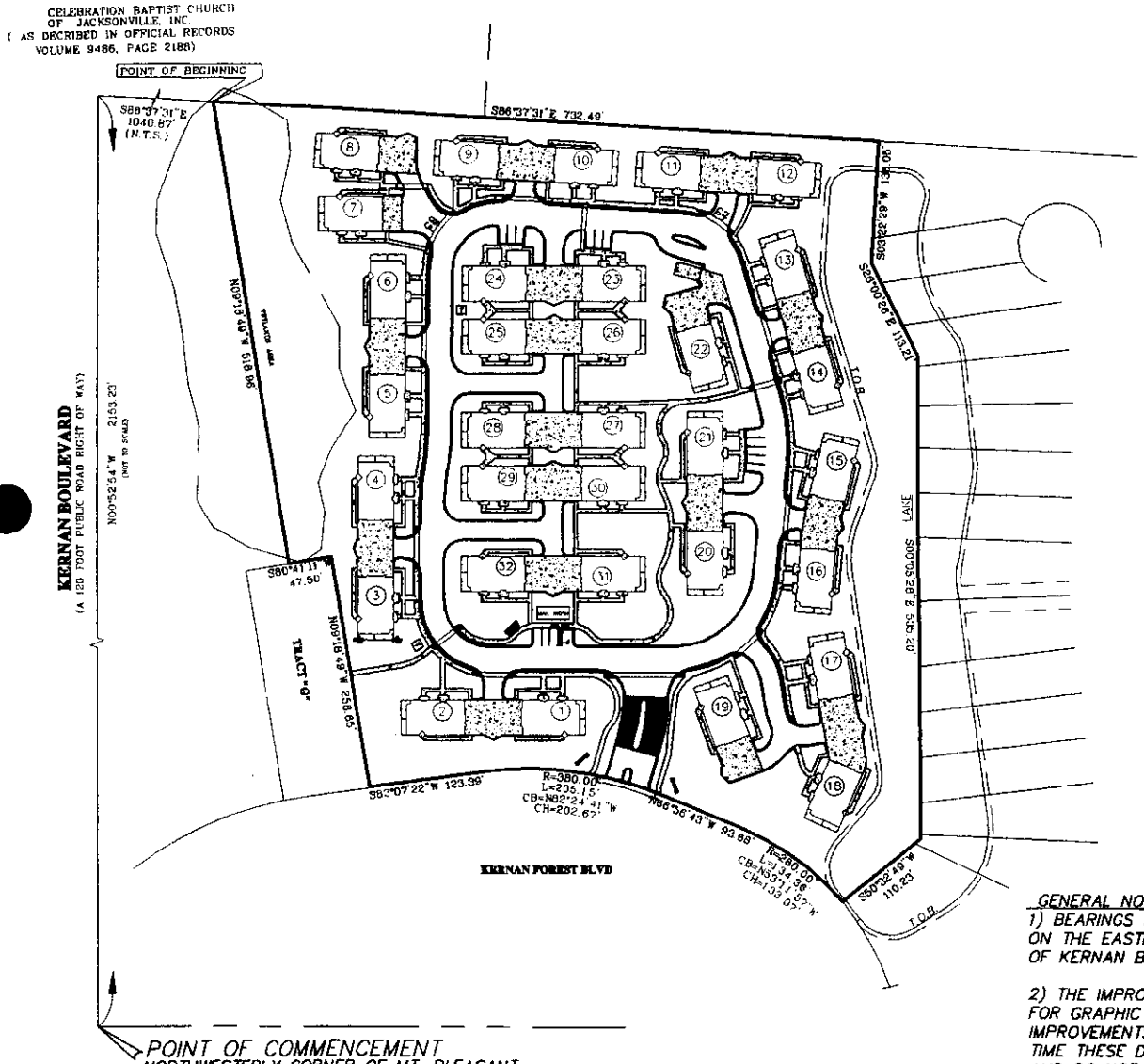
EXHIBIT E
TO
DECLARATION OF CONDOMINIUM
OF
FOREST CREEK, A CONDOMINIUM

Site Plan

SITE PLAN OF
FOREST CREEK, A CONDOMINIUM

A PORTION OF GOVERNMENT LOT 12 AND 13, SECTION 3, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF MT. PLEASANT CREEK, AS RECORDED IN PLAT BOOK 44, PAGES 78, 78A,78B,78C AND 78D OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING SITUATE IN THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD NORTH (A 120 FOOT RIGHT OF WAY A NOW ESTABLISHED); THENCE NORTH 00°52'54" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2153.23 FEET TO THE SOUTHWESTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN OFFICAL RECOREDS VOLUME 9486, PAGE 2188 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 86°37'31" EAST, ALONG THE SOUTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1040.87 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 86°37'31" EAST, ALONG SAID LAST MENTIONED LINE, A DISTANCE OF 732.49 FEET; THENCE SOUTH 03°22'29" WEST, 136.06 FEET; THENCE SOUTH 26°00'26" EAST, 113.21 FEET; THENCE SOUTH 00°05'28" EAST, 535.20 FEET; THENCE SOUTH 50°32'49" WEST, 110.23 FEET TO A POINT SITUATE IN A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE NORTHWESTERLY AROUND AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.35 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°11'57" WEST, 133.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 66°56'43" WEST, DISTANCE OF 93.68 FEET TO POINT OF CURVATURE OF A CURVE SOUTHERLY AND HAVING A RADIUS OF 380.00 FEET; THENCE WESTERLY AROUND AND ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 82°24'41" WEST, 202.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 82°07'22" WEST, A DISTANCE OF 123.39 FEET; THENCE NORTH 09°18'49" WEST, A DISTANCE OF 258.65 FEET; THENCE SOUTH 80°41'11" WEST, A DISTANCE OF 47.50 FEET; THENCE NORTH 09°18'49" WEST, DISTANCE OF 518.96 FEET TO THE POINT OF BEGINNINNG.

THE LANDS THUS DESCRIBED CONTAINS 516,668 SQUARE FEET, MORE OR LESS IN AREA



POINT OF COMMENCEMENT
NORTHWESTERLY CORNER OF MT. PLEASANT CREEK, AS PER PLAT BOOK 44, PAGE 78

Mt. Pleasant Creek
Plat Book 44, page 78, 78A-78D

GENERAL NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, AS N 00°52'54" W.

2) THE IMPROVEMENTS SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. THESE IMPROVEMENTS WERE PROPOSED AT THE TIME THESE DOCUMENTS WERE PREPARED, AND DO NOT REPRESENT AS-BUILTS.

OVERALL PARCEL
AREA = 516,668 SQUARE FEET
OR 11.86 ACRES, ±

OVERALL PARCEL

EXHIBIT " " – SHEET ___ of ___ SHEETS

SCALE: 1" = 200'
DATE: JULY 23, 2002

A & J LAND SURVEYORS, INC.
7950 BELFORT PARKWAY, SUITE 1600
JACKSONVILLE, FLORIDA 32256
OFFICE (904) 296-1666
FAX (904) 296-1644

CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES

In compliance with Chapter 718.105(5), F.S., this is to certify that attached hereto as Exhibit "A" is a receipted bill indicating that all real estate taxes due and owing on the "Property" as described in the foregoing Declaration of Condominium of Forest Creek, a Condominium ("Declaration") have been paid as of the date of recordation of the Declaration.

WITNESSES:

Kathleen J Shippey
Signature
KATHLEEN T SHIPPEY
Printed Name
Carole A Green
Signature
Carole A Green
Printed Name

D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation

By: _____
_____, Division President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24 day of November, 2003, by Philip A. Fremento, the Division President of D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation, on behalf of the corporation, who is personally known to me, who affixed thereto the seal of the corporation.

Arlene Forbrich
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
ARLENE FORBRICH
COMMISSION # DD099386
EXPIRES MAR 12 2006
BONDED THROUGH
ADVANTAGE NOTARY

coj.net
Official Website of the City of Jacksonville, Florida

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Duval County Tax Collector
2003 Real Estate Tax Summary

Property Information

Real Estate No.	162109-0900-9
Name	D R HORTON INC JACKSONVILLE
Address	KERNAN BV N
Mailing Address for the Property	
	9456 PHILIPS HY STE 1
	JACKSONVILLE FL 32256 - 1342
Legal Description of Property	
	10-2S-28E GS
	PT GOVT LOT 12,13 RECD
	O/R 10723-316 BEING PARCEL F2

Tax Information

Assessed Value	1008100	**Govt. Tax Value**	1008100	**Exempt Code**	
RE Tax	**Lien Amt.**	**Non Ad Val**	**By Int. Amt.**	**By Pen Amt.**	**Gross Tax**
19,548.36	.00	.00	.00	.00	19,548.36

CURRENT YEAR TAX TOTAL AMOUNT DUE IF PAID IN

November	**December**	**January**	**February**	**March**	**April**
18,766.43	18,961.91	19,157.39	19,352.88	19,548.36	20,138.56

Payment Information

Paid Code	PAID	**Paid Date**	11/20/2003	**Exception Code**	000
Validation No	001T003940	**Validation Date**	11/21/2003		

Home | Property Appraiser | Map | Mailing Address | Map-It Feedback | Payment Feedback | Appraisal Feedback

While the Duval County Tax Collector's office has attempted to ensure that the data contained in this file is accurate and reflects the property's characteristics, the Duval County Tax Collector's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. The Duval County Tax Collector's Office does not assume any liability associated with the use or misuse of this data

DUVAL COUNTY CITY OF JACKSONVILLE 2003 REAL ESTATE TAX NOTICE-RECEIPT CC01

1,008,100 1,008,100

0 KERNAN BV N N/A

ACSHEPARD

162109-0900-9

10-2S-28E GS
PT GOVT LOT 12,13 RECD
O/R 10723-316 BEING PARCEL F2

D R HORTON INC JACKSONVILLE,
9456 PHILIPS HY STE 1
JACKSONVILLE FL 32256-1342

NOVEMBER	- 4% DISC	18,766.43
DECEMBER	- 3% DISC	18,961.91
JANUARY	- 2% DISC	19,157.39
FEBRUARY	- 1% DISC	19,352.88
MARCH	- GROSS AMT	19,548.36
APRIL	- DELQ-AMT*	20,138.56

3 of 3

DUPL BILL PAID 11/20/03 001T003940 18,766.43