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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK MANDARIN

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CROSS CREEK MANDARIN (the "Declaration") is made and executed this 29th day of April, 2013, by **Tar Kiln Developers, LLC, a Florida limited liability company**, which hereby declares that the Property, described in Article II of this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, liens and matters hereinafter set forth.

WITNESSETH:

WHEREAS, Tar Kiln Developers, LLC, a Florida limited liability company (the "Declarant"), is the fee simple owner of the real property situated in Duval County, Florida, described as:

See attached Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Property is a proposed residential community known as *Cross Creek*;

WHEREAS, Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property; and

WHEREAS, Declarant has incorporated a Florida not-for-profit corporation to which will be conveyed title to certain property, and to which will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments levied pursuant hereto.

NOW THEREFORE, the Declarant declares that the Property is and shall be owned, held, improved, transferred, conveyed, and occupied subject to this Declaration.

ARTICLE I - DEFINITIONS

1.1 Definitions. The following words, when used in this Declaration (unless the context shall otherwise provide), shall have the following meanings:

(a) "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association but which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

(i) Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, the Association shall maintain, repair and replace to the extent determined by the Board the signs, lighting fixtures, electrical

equipment, drainage improvements (in accordance with the Permits issued by the Districts), irrigation lines and equipment, landscape materials and features, pond and fountain, and other improvements from time to time located within the unpaved rights-of-way of roads adjacent to the Property;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property and any Area of Common Responsibility;

(iii) Drainage Improvements within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with Surface Water or Stormwater Management System. The foregoing to the contrary notwithstanding, each Owner shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the Surface Water or Stormwater Management System lying within that Owner's Lot, failing which the Association shall perform the required maintenance and levy an individual assessment to cover the costs thereof;

(iv) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permits issued by the Districts), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association on any plat of the Property. The preceding sentence is subject to the limitations that the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces his or her Dwelling.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended. A copy of the initial Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.

(c) "Association" shall mean and refer to Cross Creek Mandarin Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(e) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended. A copy of the initial Bylaws are attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

(f) "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established by the Board.

(g) "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association, or otherwise has a right to possess or use for the common use and enjoyment of the Members of the Association, all at Common Expense, including all portions of the Property which are part of the surface water and stormwater management system for the Property, including, without limitation, all retention and detention ponds or lakes, culverts, swales, pipes, conduits and drainage areas or easements; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon. Without limiting the generality of the foregoing, Tracts A, B, C, D, and E depicted on the plat of the Cross Creek Mandarin Property shall be Common Property.

(h) "Common Streets and Roads" shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on any Plat and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, including, but not limited to, entryway gates and related improvements and facilities intended to control access to and from the Property, streets lights, traffic control signage and utility lines, conveyed to the Association as Common Property pursuant to this Declaration; but specifically not including any utility lines located within such rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property; and provided, further, that Common Streets and Roads shall not include any areas, improvements or facilities from and after the time that such areas, improvements or facilities are dedicated to the City or other appropriate governmental or quasi-governmental entity.

(i) "Conservation Easement Area(s)" shall mean and refer to all of such areas so designated upon any recorded subdivision plat or plats of the Property, including but not limited to Tract A, B, and D as described on the recorded plat of the Cross Creek Mandarin.

(j) "City" shall mean the City of Jacksonville, Florida.

(k) "Declarant" shall mean and refer to Tar Kiln Developers, LLC, a Florida limited liability company, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. Declarant may assign a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant (unless specifically set forth in writing in the instrument of assignment), but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis.

(l) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Cross Creek Mandarin, as amended or supplemented.

(m) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

(n) "Dwelling" shall mean and refer to a single family residence and its ancillary improvements located on a Lot.

(o) "Gated Community Subdivision Infrastructure" shall mean and refer to the Common Streets and Roads and any related sidewalks and bike paths, and the Surface Water Management System.

(p) "Lot" shall mean and refer to each residential building site or lot created by any recorded plat of the Property, or which is designated by Declarant hereby or by any other recorded instrument to be subject to this Declaration, and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration, and including any Dwelling located thereon once constructed.

(q) "Member" shall mean and refer to Members of the Association as provided in Article III hereof.

(r) "Owner" shall mean and refer to the record fee simple owner, whether one or more persons or entities, of any Lot situated upon the Property. But, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

(s) "Permit" shall mean the Environmental Resource Permit issued by the District.

(t) "Property" shall mean and refer to those certain parcels of real property more particularly identified on the attached Exhibit "A", and any additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(u) "Related Subdivision Infrastructure" shall mean and refer to the entrance and exit gates, and related facilities erected or installed to control access to and from the Property.

(v) "Surface Water Management System" means the overall system designed, constructed and implemented upon the Property, including but not limited to all drainage easements, ponds, and tracts shown on the Plat of the Property, to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code, and the Permit.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION; ADDITIONS THERETO

2.1 Property. The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Duval County, Florida, and is more particularly described on the attached Exhibit "A". All of such real property, and all additions thereto, is herein referred to collectively as the "Property."

2.2 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Property) without notice and without the consent of any person or entity other than the owner of the portion of the Property to be withdrawn or the District; provided, however, no such withdrawal may impair access to any Lot.

ARTICLE III - ASSOCIATION; MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Association. The Association is a Florida not-for-profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either: (a) a Member of the Association, or (b) an agent of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

3.2 Membership. Every person or entity (including Declarant) who is an Owner shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot.

3.3 Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all the Owners, with the exception of the Declarant as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 3.2. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot, except as to Class B.

(b) Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to one (1) vote, plus five (5) votes for each Lot owned by the Declarant. Declarant shall be entitled to cast such votes any time Class A Members shall be entitled to vote. Upon the execution of this Declaration, Declarant shall have two hundred forty (240) Class "B" votes representing six (6) votes for each of the forty (40) Lots in the Property owned by

Declarant. In all, Declarant expects but shall not be required to develop and submit a total of forty (40) residential lots to this Declaration and to the jurisdiction of the Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a third party Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or

(ii) Ten (10) years from the date of recording this Declaration; or

(iii) At such earlier time as Declarant, in its sole discretion, may so elect.

Upon the happening of any one of these events, Declarant shall call a special meeting of the Members to advise of the termination of Class "B" membership.

(d) Transition of Control. Any other provision of this Article III to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors no later than the point in time three (3) months after ninety percent (90%) of the Lots in all phases of Cross Creek Mandarin that will ultimately be operated by the Association have been conveyed to Members. Notwithstanding anything in the foregoing provisions of this Article III to the contrary, as long as the Gated Community Provisions of this Declaration are in effect, Transfer of Control of any Gated Community Subdivision Infrastructure located within any portion of the Property depicted in any Plat may not occur sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Lots depicted in such Plat, and must occur no later than the point in time at which certificates of occupancy have been issued for ninety percent (90%) of the Lots depicted in such Plat. Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of Cross Creek Mandarin. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

3.4 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

3.5 General Matters. When reference is made herein, or in the Associations's Articles of Incorporation, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

4.1 Easements. The Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

(a) Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

(b) Rights and easements to drain across the Surface Water Management System in accordance with the Permit and District rules; and

(c) Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines which may from time to time be in or along areas of the Common Property, but only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said utilities; and

(d) Rights and easement to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, or law.

4.2 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for drainage, access, operation, maintenance, and repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permits and the Stormwater and Surface Water Management Easement Agreement, subject to any maintenance responsibilities assumed by any governmental authority. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

4.3 Easements for Private Streets. For so long as the streets are private, Declarant creates a perpetual, nonexclusive easement for access, ingress and egress over the private streets within the Common Area, for law enforcement, fire fighting, paramedic, rescue and other emergency vehicles, equipment and personnel; for school business; for U.S. Postal Service delivery vehicles and personnel; private delivery or courier services; and for vehicles, equipment and personnel providing garbage collection service to the Properties. Such easement shall not authorize any such persons to enter the Properties except while acting in their official capacities.

4.4 Berm and Swale Easements. A drainage swale is located along the rear of Lots 1, 2, 3, 4, 5, 40, 21 and 22 within the drainage easement as depicted on this Plat. Each Owner of the foregoing Lots shall be responsible for maintaining that portion of the drainage swale which is located upon their respective Lot. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the berms and drainage swales is prohibited. No alteration of the berms and drainage swales, whether caused by natural or human-induced phenomena shall be allowed, and shall be repaired by the Owner and returned to their former condition as soon as possible by the Owner of the Lot upon which berm or swale is located. The Association hereby reserves unto itself an easement over Lots 1, 2, 3, 4, 5, 40, 21 and 22 so that in the event an owner fails to properly maintain the drainage swale, or otherwise alters the drainage swale, the Association shall have the

right, but not the obligation, to enter upon the Lot to return the drainage swale to its original condition and/or maintain the drainage swale.

4.5 Title to Common Property. Declarant shall convey to the Association or, if required by the City incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 9, dedicate to the City for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Association. Once conveyed to the Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (⅔) of the Owners (excluding Declarant).

4.6 Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

(a) Subject to any rights of Declarant and the Owners set forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of the Common Property.

(b) Declarant, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or to grant or dedicate (subject to the terms of Article XII) to Declarant, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or completion of the Property and its development. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

(c) Declarant's rights reserved in this Declaration.

(d) Matters shown on any plat(s) of the Property.

4.7 Additional Easements over Common Property. Declarant hereby creates, reserves and declares to exist the following licenses, rights, privileges and easements over, under and through the Common Property subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Surface Water Management System and Conservation Easement Area, including any upland buffers: (a) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (b) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (c) the right to locate thereon wells, pumping stations and irrigation systems and lines, (d) easement of ingress and egress for purposes of development, construction and marketing, and (e) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such

easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the City until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property. Declarant also reserves a perpetual right and easement to irrigate the Common Property with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and assigns, but not in favor of any other Owner and shall remain in effect whether or not Declarant owns any Lots in or lands adjacent to the Property.

4.8 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but same shall not be construed to create any rights in the general public.

4.9 MSTU/MSBU. Declarant or the City may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by the City of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the City, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Association for subsequent assessment to the Owners and Lots.

4.10 Conservation Easement Area(s). Pursuant to the provisions in Section 704.06, *Florida Statutes*, Declarant will grant to the District a conservation easement in perpetuity over Tracts A, B, and D as shown on the recorded plat of the Property if required by applicable permits or the District. Declarant will grant the Conservation Easement as a condition of the Permit issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(a) Purpose. The Purpose of the Conservation Easement is to ensure that the Conservation Easement Area(s) will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Area(s) that will impair or interfere with the environmental value of these areas.

(b) Prohibited Uses. Any activity in or use of the Conservation Easement Area(s) inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substances or materials as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing, destroying or pruning trees, shrubs, or other vegetation, except for removal of exotic species which may be detrimental to fish and wildlife habitat preservation with prior written approval of the District.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) Responsibilities. The Declarant, its successors and assigns, are responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Area(s).

(d) Rights of District. To accomplish the purposes stated in the Conservation Easement, the Declarant conveyed the following rights to the District:

(i) To enter upon and inspect the Conservation Easement Area(s) in a reasonable manner and at a reasonable time to determine if Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(ii) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Area(s) that may be damaged by any activity inconsistent with the Conservation Easement.

(e) Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District.

ARTICLE V - INSURANCE

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Association, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, directors' and officers' liability insurance, and any other types of insurance coverage as the Board may

deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Lien and Personal Obligation Nonpayment.

(a) Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only start-up assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as owner thereof.

The City of Jacksonville shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains,

common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Jacksonville, including, without limitation, Tracts C and E, and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired or replaced in accordance with the standards of the City of Jacksonville Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Jacksonville exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Jacksonville or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Jacksonville. If said costs are not paid within fifteen (15) days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Jacksonville's exercise of said right, shall not impose any obligation on the City of Jacksonville to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Jacksonville, including, without limitation, Tracts C and E, and the improvements thereon.

(b) Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (i) Common Property; (ii) lands dedicated to the City or other governmental authority, any utility company or the public; and (iii) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 15 of this Article. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of the Common Property.

6.2 Purpose. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expenses, (g) procurement and maintenance of insurance, (h) employment of accountant attorneys and other professionals to represent or advise the Association; (i) operation, maintenance and repair of the Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District; (j) monitoring of protected wetlands as required by the District; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

6.3 Determination of Annual Assessments.

(a) Operating Budget. At least thirty (30) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board under Subsection (b), below.

(b) Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in subsection (a), above.

(c) Adoption of Operating Budget. The Association shall mail to each Member a copy of the capital budget, operating budget and projected annual assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The operating budget and annual assessments shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed budget and assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (⅔) of the membership of the Association, without regard to class. If the membership so disapproves the operating budget for the succeeding year, or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.

(d) Allocation of Annual Assessments Among Lots. The operating budget of the Association shall be assessed against all Owners and Lots in the Property in an equal amount per Lot.

6.4 Special Assessments.

(a) Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Dwelling located thereon in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

6.5 Commencement Dates; Start-Up Assessment; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence upon the closing of the first Lot in the Property to a bona fide third party purchaser. Prior to the time of the first closing on the first Lot Declarant shall establish the amount of the annual assessments for the current year. In addition, at the closing of the sale of each Lot in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association: (i) a one time Start-Up Assessment in the amount of Two Hundred Dollars ($200.00), and (ii) the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of said Lot shall not be required to pay said Start-Up Assessment.

6.6 Gated Community Subdivision Infrastructure Assessments and Related Accounts. In addition to the assessments, budgeting and reserve funds described in the preceding Sections of this Article XI, and notwithstanding anything to the contrary contained therein, the Association may create, levy assessments for, deposit monies into, retain in perpetuity and replenish from time to time the Gated Community Required Accounts, and comply with the assessment, reporting and other requirements, as and to the extent provided in Sections 6.7, 6.8, 6.9, 6.10, 6.11, and 6.12 of this Article VI.

6.7 Routine Infrastructure Maintenance Account. The Association may deposit each year into the Routine Infrastructure Maintenance Account an amount of money reasonably determined to be sufficient to pay for the inspections required by this Article and to perform all scheduled maintenance and unscheduled repair of Gated Community Subdivision Infrastructure and Related Subdivision Infrastructure during the subsequent year. From and after such time as the Association has received the engineer's report required pursuant to this Article, the amount deposited, when added to investment earnings, must be no less than the amounts recommended by the engineers in said report.

Monies on deposit in the Routine Infrastructure Maintenance Account, including any investment earnings, may be used by the Association, or by the Declarant with the written consent of the Board, only to pay for the inspections required by this Article and for scheduled maintenance and for unscheduled repair of the Gated Community Subdivision Infrastructure and Related Subdivision Infrastructure; provided, however, that monies on deposit in the Routine Infrastructure Maintenance Account may only be used for maintenance and repair of Related Subdivision Infrastructure to the extent that such monies are not then needed to pay for scheduled maintenance or unscheduled repair of the Gated Community Subdivision Infrastructure so that payment for scheduled maintenance and for unscheduled repair of the Gated Community Subdivision Infrastructure shall always take priority over payment for maintenance and repair of Related Subdivision Infrastructure.

6.8 Capital Repair/Streets Account. The Association may deposit each year into the Capital Repair/Streets Account an amount sufficient for the Common Streets and Roads to be resurfaced and, if due to the condition of the Common Streets and Roads resurfacing alone is insufficient, reconstructed no less frequently than every twelve (12) years, and the amount must be estimated by the Declarant prior to issuance of a certificate of completion for the Common Streets and Roads. If the Association elects to institute a Capital Repair/Streets Account procedure, Deposits to the Capital Repair/Streets Account must begin in the year in

which the City issues its certificate of completion for the Common Streets and Roads and must be completed no later than the year of the twelfth (12th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-twelfth (1/12) of the estimate approved by the Association. However, after Turnover, the schedule of deposits may be altered such that one or more annual deposits is less than one-twelfth (1/12) of the estimate approved by the City, but only if a simple majority or more of all Owners, by consent in writing or by voting at a meeting called in accordance with the Bylaws of the Association, approve the altered schedule. If the Owners approve a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the twelve (12)-year period being equal to or in excess of the estimate approved by the Association. At the end of each twelve (12)-year period, the Association shall revise and update the estimated cost of resurfacing and/or reconstructing the Common Streets and Roads, as required herein, at the end of the next twelve (12)-year period, taking into consideration actual costs incurred and expected increases in road construction costs, and shall adjust the amount of its annual deposits to the Capital Repair/Streets Account accordingly. If for any reason expenditures are made from the Capital Repair/Streets Account prior to the end of the twelve (12)-year period, the amount of deposits to the Capital Repair/Streets Account in the remaining years shall be adjusted so as to ensure that the Capital Repair/Streets Account contains an amount sufficient at the end of the twelve (12)-year period to pay the costs of all expected repair and/or reconstruction and resurfacing requirements.

Monies on deposit in the Capital Repair/Streets Account, including any investment earnings, may be used by the Association only for resurfacing and related reconstruction of the Common Streets and Roads, as and to the extend required in the preceding provisions of this Section 6.8. The monies on deposit in the Capital Repair/Streets Account may not be expended earlier than the twelfth (12th) anniversary of the issuance of the certificate of completion without the approval of no less than a simple majority of the Owners (excluding Declarant), which approval may consist of written consent or voting consent at a meeting called in accordance with the Bylaws of the Association, and such approvals by the Owners will be valid only if obtained after Transfer of Control. Under no circumstances may the monies in the Capital Repair/Streets Account be expended before Transfer of Control.

6.9 Capital-Repair/Drainage Pond Account. The Association, at the direction of the Board, may deposit each year into the Capital Repair/Drainage Pond Account an amount sufficient for the stormwater detention/retention areas in the Surface Water Management System to be restored and repaired no less frequently than once every ten (10) years, and the amount must be estimated by the Declarant or the Association prior to the issuance of a certificate of completion for the drainage system included within the Gated Community Subdivision Infrastructure. If the Association and Board have determined to institute a Capital Repair/Drainage Pond Account procedure, deposits to the Capital Repair/Drainage Pond Account must begin in the year of which the City issues its certificate of completion for the Surface Water Management System and must be completed no later than the year of the 10th anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-tenth (1/10) of the estimate approved by the City. However, after Turnover, the schedule of deposits may be altered such that one or more annual deposits is less than one-tenth (1/10) of the estimate, but only if a simple majority or more of all Owners, by consent in writing or by voting at a meeting called in accordance with the Bylaws of the Association, approve the altered schedule. If the Owners approve a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the ten (10)-year period being equal to or in excess of the estimate approved by the Association and Board. At the end of each ten (10)-year period, the Association shall revise and update the estimated cost of restoring and repairing the stormwater detention/retention areas at the end of the next ten (10)-year period, taking into consideration actual costs incurred and expected increases in drainage-system construction costs, and shall adjust the amount of its annual deposits to the Capital Repair/Drainage Pond Account accordingly. If for any reason expenditures are made from the Capital Repair/Drainage Pond Account prior to the end of the ten

(10)-year period, the amount of deposits to the Capital Repair/Drainage Pond Account in the remaining years will be adjusted so as to ensure that the Capital Repair/Drainage Pond Account contains an amount sufficient at the end of the ten (10)-year period to pay the costs of all expected restoration and repair requirements.

Monies on deposit in the Capital Repair/Drainage Pond Account, including any investment earnings, may be used by the Association only for major repair and reconstruction of the stormwater detention/retention areas of the Surface Water Management System, as and to the extent required in the preceding provisions of this Section 6.9. The reconstruction and repair of such detention/retention areas will include, but not be limited to, dredging and sediment removal. The monies on deposit in the Capital Repair/Drainage Pond Account may not be expended earlier than the tenth (10th) anniversary of the issuance of the certificate of completion without the approval of no less than a simple majority of the Owners (excluding Declarant), which approval may consist of written consent or voting consent at a meeting called in accordance with the Bylaws of the Association, and such approval by the Owners will be valid only if obtained after Transfer of Control. Under no circumstances may monies in the Capital Repair/Drainage Pond Account be expended before Transfer of Control.

6.10 Capital Repair/Other Infrastructure Account. The Association may deposit each year into the Capital Repair/Other Infrastructure Account an amount sufficient for: (a) those portions of the Gated Community Subdivision Infrastructure other than the Common Streets and Roads and stormwater retention/detention areas, and (b) the Related Subdivision Infrastructure, to be reconstructed, and/or repaired, no less frequently than once every fifty (50) years, and the amount must be estimated by the Declarant and approved by the Association prior to issuance of a certificate of completion for such improvements. Deposits to the Capital Repair/Other Infrastructure Account must begin in the year in which the City issues its certificate of completion for such improvements and must be completed no later than the fiftieth (50th) anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-fiftieth (1/50) of the estimate approved by the City. However, after Turnover, the schedule of deposits may be altered such that one or more annual deposits is less than one-fiftieth (1/50) of the estimate, but only if a simple majority or more of all Owners, by consent in writing or by voting at a meeting called in accordance with the Bylaws of the Association, approve the altered schedule. If the Owners approve a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the fifty (50)-year period being equal to or in excess of the estimate approved by the City. At the end of each fifty (50)-year period, the Association shall revise and update the estimate of the cost of reconstructing and/or repairing the aforedescribed improvements, taking into consideration actual costs incurred and expected increases in reconstruction and repair costs, and shall adjust the amount of its annual deposits to the Capital Repair/Other Infrastructure Account accordingly. If for any reason expenditures are made from the Capital Repair/Other Infrastructure Account prior to the end of the fifty fifty (50)-year period, the amount of deposits to the Capital Repair/Other Infrastructure Account in the remaining years will be adjusted in a manner to ensure that the Capital Repair/Other Infrastructure Account contains an amount sufficient at the end of the fifty (50)-year period to pay the cost of all expected reconstruction and/or repair requirements.

Monies on deposit in the Capital Repair/Other Infrastructure Account, including any investment earnings, may be used by the Association only for major repair, reconstruction, resurfacing and replacement of improvements as and to the extent required in the preceding provisions of this Section 6.10; provided, however, that monies on deposit in the Capital Repair/Other Infrastructure Account must first be used for the repair, reconstruction, resurfacing and replacement of those portions of the Gated Community Subdivision Infrastructure consisting of stormwater conveyance systems, sidewalks, curbing and bike paths, prior to use of such monies for the repair, reconstruction, resurfacing or replacement of the Related Subdivision Infrastructure, so that the repair, reconstruction, resurfacing and replacement of such stormwater conveyance systems, sidewalks, curbing and bike paths shall take priority over the repair, reconstruction, resurfacing and replacement

of the Related Subdivision Infrastructure.

6.11 Required Assessments. The obligation to collect and pay Assessments to fund the Gated Community Required Accounts set forth in Sections 6.6, 6.7, 6.8, 6.9, and 6.10 shall, unless an earlier date is required in such Sections, commence on the later of: (a) the date on which the City issues its certificate of completion for the Gated Community Subdivision Infrastructure and Related Subdivision Infrastructure, or (b) the date on which the Plat of the Property in which such Gated Community Subdivision Infrastructure is located is recorded in the Public Records of Duval County, Florida. The Association shall impose and collect such Assessments against the residential property, including Lots owned or controlled by the Declarant and by any Builder, without exception. The Assessments must be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the Gated Community Required Accounts.

6.12 Financial Reports and Other Requirements. Each year the Association shall cause a financial report of the Gated Community Required Accounts to be performed and prepared, and a copy of the report shall be submitted to each Owner within the time frame required under the "Financial Reporting" requirements of the Association Act (*i.e.*, Chapter 720, Sections 720.301 through 720.312, Florida Statutes, 2002, as such may be amended from time to time). At a minimum, the report shall confirm the existence of each of the Gated Community Required Accounts and report the amounts of deposits into and expenditures from the accounts during the period year, along with an itemization of the expenditures from the accounts. Finally, the financial report shall disclose whether any of the Gated Community Required Accounts has on deposit less than the amount required by this Declaration.

6.13 Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

6.14 Subordination. The assessment lien shall be subordinate to the lien of any mortgage. Any mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.

6.15 Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any annual or special assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from annual, special and individual assessments collectible from the Class "A" Members. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date of such notice. Declarant shall never be obligated to pay any individual assessment.

ARTICLE VII - ARCHITECTURAL CONTROL

7.1 Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural

review in accordance with this Article and the Planning, Construction and Development Criteria ("the Planning Criteria") adopted and revised from time to time by the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all builders in the Property and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, have been approved in writing by the ARB. All such improvements must further conform to the Planning Criteria and no plans shall be approved by the ARB if they are not in conformity with same. All improvements, changes and alterations shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Until such time as any improvements, changes and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable governmental agency. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Surface Water Management System on file with the District pursuant to Chapter 40C-4, F.A.C.

7.2 Membership of ARB. So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by the Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Declarant may only be removed by the Declarant.

7.3 Approvals. Decisions of the ARB shall be by majority action. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be

accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

7.4 Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the public records of the Duval County, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

7.5 Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements. Such variances may only be granted when unique circumstances dictate and no variance shall: (a) be effective unless in writing, (b) be contrary to the restrictions set forth in this Declaration, or (c) estop the ARB from denying a variance in other circumstances.

7.6 Waiver of Liability. None of Declarant, the ARB, the Directors or the Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

7.7 Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right but not the obligation to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner as an individual assessment. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused

by gross negligence or intentional wrongdoing.

7.8 Exemption. Declarant shall be exempt from the architectural control provisions of this Article VII. Declarant shall be entitled to construct or install any new improvement, and to alter or change any existing improvement, without submitting plans to or obtaining the approval of the ARB.

7.9 No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

7.10 ARB Rules. The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be: (a) subject to the prior approval of the Board of Directors, (b) consistent with the covenants and restrictions set forth in this Declaration and (c) published or otherwise made available to all Owners and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof.

ARTICLE VIII - EXTERIOR MAINTENANCE

8.1 Owner's Responsibility. Each Owner shall keep and maintain that Owner's Lot and all building and other improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved plans thereof and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

To the extent not included in the areas required to be maintained by the Association pursuant to Section this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Surface Water Management System will be performed by the Association, at Common Expense. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage,

water storage, conveyance or other stormwater management capabilities as permitted by the District.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any improvement thereon in the event of default by any Owner in the duties hereby imposed. Prior to performing repair or maintenance on any Lot, the Board shall determine that there is need of repair or maintenance and such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents or employees shall have the right to enter in or upon the Lot and the exterior of any improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Association, and their respective agents and employees, shall have no liability to the Owner or any occupant or guest for trespass, or damage or injury to property or person as the result of actions taken hereunder unless caused by gross negligence or intentional wrongdoing.

8.2 Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 8.1 shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done.

8.3 Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any improvement thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

8.4 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon. Except to the extent maintenance of any portion of the Surface Water Management System has been assumed by any governmental authority, it is the responsibility of the Association, at Common Expense, to operate, maintain and repair the Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved by the District.

ARTICLE IX - RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

9.1 Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

9.2 Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, parking, traffic, state of repair of vehicles, tree removal, pets, game and play structures and devices, swimming pools, television and telecommunications devices and antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce reasonable rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

9.3 Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant livings organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

9.4 Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, buried underground, or placed within an enclosure or concealed by means of a screening wall approved by the ARB.

9.5 Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or applicable law.

9.6 Vehicles. No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial vehicles of any kind shall be parked on the Property except for construction or service vehicles temporarily present on business. A commercial vehicle for the purposes of this section shall mean any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, For-Hire or Not-For-Hire. No trailers, boats, campers, motorized or non-motorized recreational vehicles may be parked in the Property unless parked inside a garage. Notwithstanding the foregoing, trucks and vans, whether commercial or non-commercial, will be permitted provided that they comply with the following:

(a) they may not exceed one (1) ton carrying capacity;

(b) they may not have camper shells extending more than twelve inches (12") over the cab roof;

(c) any signboard or lettering is professionally applied to fenders, doors, tailgates, and panels of the vehicle;

(d) the frame to ground clearance may not exceed twenty four inches (24"); and

(e) they may not have added frames, racks, wooden shells or boxes.

9.7 Visibility of Intersections. No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants and invitees, for any damages, injuries or deaths arising from any violation of this Section.

9.8 Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Neither Declarant nor any residential builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

9.9 Signs. No signs, including signs advertising a Lot or Dwelling Unit for sale, rent or lease, nor advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot until such time as the Declarant has conveyed all Lots within the Property to bona fide third party purchasers. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. After Declarant has conveyed all of the Lots within the Property, any sign before being displayed or placed upon any Lot must be approved by the ARB.

9.10 Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARB, which approval may be based on the adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

9.11 Drainage Structures. Unless first approved by the ARB and the District, no Owner including Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Property.

9.12 Exterior Electronic or Electric Devices. Except to the extent required to be permitted under applicable law, no exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB.

9.13 Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter by the Board.

9.14 Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

9.15 Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

9.16 Sidewalks. If permitted by the City, then the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted street.

9.17 Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARB as to size, material, color, location, etc. The ARB shall require the composition and color of any fence or wall to be consistent with the surrounding fences. Landscape buffers may be required by the ARB on the outside of any fences and walls. Additionally, fences may only be permitted within drainage easements so long as the fence does not block the flow of water through the drainage easement. Notwithstanding anything herein to the contrary, so long as Declarant or builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use. The following design guidelines shall apply to fences: (a) fences on all interior Lots (Lots 15-28) shall be six foot (6') in height, composed of vinyl with a beige color, and be placed on both side Lot boundaries and rear Lot boundaries, and otherwise subject to ARB approval; (b) fences on all perimeter Lots (Lots 1-14 and 29-40) along the side Lot boundaries from the midpoint of the residence to the rear corner of the residence shall be six foot (6') in height, composed of vinyl, with a beige color, and from the rear corner of the residence to the rear Lot corner, across the rear Lot boundary and from the opposite rear Lot corner to the opposite rear corner of the residence shall be four foot (4') in height, composed of aluminum or wrought iron. All such fences shall be approved by the ARB as to size, material, color, location, etc.

9.18 Yard Accessories and Play Structures. All yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under Subsection 18(b), above. Basketball structures, either permanently mounted to Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

(a) basketball hoops and structures must be well-maintained;

(b) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;

(c) nets are limited to white nylon; and

(d) the location of the basketball hoop and structure must first be approved by the ARB.

If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

9.19 Use; Rentals. Lots shall be used for single family residential purposes only. There shall be no "short term" rentals of any dwellings, or portions thereof, on any Lot. For purposes of this Declaration, a "short term" rental shall be defined as any rental for a period of less than six (6) full calendar months.

9.20 Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street lot line.

9.21 Tree Removal and Landscaping. Except by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six feet (6') of the location of the Dwelling as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by law, natural areas shall be finished by removal of underbrush and addition of mulch.

9.22 Collection. All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

9.23 Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

9.24 Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

9.25 Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither

the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any property owned by it whatever it determines to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or

(e) Maintaining such sign or signs on any property owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of Lots; or

(f) Filing supplemental Declarations which modify or amend this Declaration, or otherwise limit or impair the Declarant from effecting any action which may be required of Declarant by the City or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property or utilizing all or portions of the Common Property for construction access or staging (provided that same does not impair existing access or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

9.26 Conservation Tracts. If any conservation tract is specifically designated as such on any plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable governmental authorities and the ARB, there shall be no further clearing,

construction, grading or alteration of those tracts.

9.27 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design, and type of material for said Lot shall have been approved by the ARB, provided, however, that Developer reserves the right, to be exercised at its option, to provide mailbox and post to be used on each Lot.

9.28 Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

9.29 Accessory Buildings or Structures. No accessory, storage or other buildings or structures shall be placed on any Lot unless first approved by the ARB and, if approved by the ARB, its design, materials, construction, setbacks, and placement shall also be subject to ARB approval.

9.30 Variances. The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article IX and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

ARTICLE X - ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter without the prior written approval of the Board.

ARTICLE XI - AMENDMENT

11.1 Amendments by Members. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of three-fourths (¾) of the total votes of the Association, including three-fourths (¾) of the total votes held by Members other than Declarant. However, if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Duval County, Florida.

Notwithstanding anything above contained to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. No amendment may affect the surface water management system (including environmental conservation areas and the water management portions of the common areas) unless such amendment is first submitted to and approved

by the District and the Declarant, or its assignee. If the District determines the proposed amendment requires a modification to the surface water management permit, then the proposed amendment will take effect only upon the written consent of both the District and the Declarant, or its assignee, and if such written consent is not obtained, the amendment will not be implemented.

11.2 Amendments by Declarant. Until the turnover of the Association occurs, Declarant (with respect to portions of the Properties owned by Declarant) specifically reserves for itself, its successors and assigns, and to the Association, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. Further, Declarant shall have the right, without the necessity of joinder by Owners or any other persons or entities, to make modifications to this Declaration that are non-substantial in nature and do not materially or adversely affect the interests of Owners or other affected parties. No amendment required by any state agency will be deemed to materially or adversely affect Owners or other affected parties.

ARTICLE XII - DISTRICT APPROVAL RIGHTS

Any amendment to this Declaration of Covenants, Conditions and Restrictions which alters the Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water Management System for the Property.

ARTICLE XIII - DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any ten (10)-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Duval County.

ARTICLE XIV - ENFORCEMENT

14.1 Compliance by Owners. Every Owner and all guests, tenants and invitees of any Member, shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

14.2 Enforcement. Failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of the Common Property (except for legal access and utilities) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or

attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in this Declaration, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Management System.

14.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing. The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(i) For each violation, a fine not exceeding One Hundred Dollars ($100.00).

(ii) For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars ($1,000.00).

(d) Payment and Collection of Fines. Fines shall be treated as an individual assessment subject to the provisions for the collection of individual assessments, and the lien securing same, as set forth elsewhere in this Declaration.

(e) Application of Proceeds. All moneys received from fines shall be allocated as directed by

the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(g) CPI. Unless limited by law, specific dollar amounts stated in this Section shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the date this Declaration is recorded as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

ARTICLE XV - DAMAGE OR DESTRUCTION TO COMMON PROPERTY

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

15.1 Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

15.2 Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in accordance with the provisions of this Declaration.

15.3 Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an individual assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of individual assessments.

ARTICLE XVI - MORTGAGEE PROTECTION

16.1 Records and Notices. The Association shall make available to all Owners and to all holders of mortgages on Lots, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws, rules and regulations, and the books and records of the Association (including the budget). Such persons shall be entitled, upon prior written request: (a) to receive a copy of the Association's financial statement for the immediately preceding fiscal year, (b) to receive notices of and attend Association meetings, (c) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under this Declaration, the Articles or Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default and to the extent

that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot owned by the defaulting Owner, and (d) to receive notice of any substantial damage or loss to the Common Property.

16.2 Adverse Events. Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of: (a) any condemnation or casualty loss affecting a material portion of the Common Property, (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, and (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

16.3 Taxes and Other Charges. After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Association.

16.4 Insurance Premiums. After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

ARTICLE XVII - GENERAL PROVISIONS

17.1 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

17.2 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17.3 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

17.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

17.5 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

17.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws of the Association and said Articles shall take precedence over the By-Laws and any rules hereinafter promulgated.

17.7 Cooperation. Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

17.8 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

17.9 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

17.10 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot.

17.11 Execution of Documents Required by the City. The Declarant's plan for the development of the Property may require from time to time the execution of certain documents required by the City. To the extent that said documents require the joinder of any or all Owners in the Property, each of said Owners, by virtue of his acceptance of a deed to his Lot, does irrevocably give and grant to the Declarant, or any of its officers individually, full power of attorney to execute said documents as his agent and in his place and stead.

17.12 Attorneys' Fees. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

ARTICLE XVIII - DISCLAIMERS

18.1 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH

APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

18.2 General. Notwithstanding anything contained herein or in the Articles, Bylaws and rules and regulations of the Association or any other document governing or binding the Association, Declarant or the Property (collectively, the "constituent documents"), neither the Association nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the City or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for such reason.

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

As used in this Article, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Covenants and Restrictions for Cross Creek Mandarin as of the date first above written.

WITNESSES:

WITNESS SIGNATURE

Karen M. Taylor
WITNESS NAME PRINTED

WITNESS SIGNATURE

Jesse Killebrew
WITNESS NAME PRINTED

DEVELOPER
TAR KILN DEVELOPERS, LLC, a Florida limited liability company

By: _____

NAME PRINTED: Andrew T. Norgart

AS ITS: Manager

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ St Johns

I HEREBY CERTIFY, as an officer duly authorized to take acknowledgments and oaths in the State and County aforesaid, that at the execution of this instrument on the date set forth below, Andrew T. Norgart, personally appeared before me as Manager of Tar Kiln Developers, LLC, a Florida limited liability company and executed or acknowledged his previous execution of this instrument. **I HEREBY FURTHER CERTIFY**, that Andrew T. Norgart, is the same person either executing or acknowledging execution of the foregoing instrument because: ☑ I personally know him/her/them OR ☐ I have satisfactory evidence of same based upon a ☐ Florida driver's license or ☐ Other identification: _____. **WITNESS** my hand and official seal in the State and County aforesaid this 29 day of April, 2013.

Notary Public Signature
(PLACE NOTARY NAME & SEAL IMMEDIATELY BELOW)

DAWN M. JANSON
Notary Public - State of Florida
My Comm. Expires Jun 18, 2014
Commission # EE 340
Bonded Through National Notary Assn.

EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF GOVERNMENT LOT 4, SECTION 16, TOWNSHIP 4 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, TOGETHER WITH THE NORTH 50 FEET OF LOT 65 AS SHOWN ON MAP OF JULINGTON LANDING AS RECORDED IN PLAT BOOK 36, PAGES 84 THROUGH 84B INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE SAID NORTH 50 FEET OF LOT 65, JULINGTON LANDING; FROM THE POINT OF BEGINNING THUS DESCRIBED RUN NORTH 01° 08' 27" WEST ALONG THE EASTERLY LINE OF SAID LOT 65, ALSO BEING THE WESTERLY END OF TAR KILN ROAD, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, A DISTANCE OF 50.00 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID SECTION 16; THENCE RUN NORTH 00° 30' 36" WEST, ALONG THE SAID WESTERLY END OF TAR KILN ROAD AND THE WESTERLY LINE OF OLDFIELD BLUFF AS RECORDED IN PLAT BOOK 46, PAGES 79 AND 79A OF THE SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE 638.23 FEET; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 89° 45' 45" WEST, A DISTANCE OF 1341.50 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OR 4423, PAGE 1087 OF THE SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN SOUTH 00° 40' 46" WEST, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS 4423, PAGE 1087, A DISTANCE OF 636.89 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS 4423, PAGE 1087, SAID CORNER LYING SOUTH 89° 42' 27" EAST, 20.24 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 16: THENCE RUN SOUTH 89° 42' 29" EAST ALONG THE SAID SOUTHERLY LINE OF SAID SECTION 16, A DISTANCE OF 1290 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE CENTER LINE OF OLDFIELD CREEK; THENCE RUN SOUTHWESTERLY, ALONG SAID CENTER LINE A DISTANCE OF 67 FEET, MORE OF LESS TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID NORTH 50.0 FEET OF LOT 65; THENCE RUN SOUTH 89° 57' 17" EAST, A DISTANCE OF 110 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE LANDS HAVE NOW BEEN PLATTED AS CROSS CREEK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE(S) 41, 42, 43 AND 44, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.