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**BLACK CREEK AT EAGLE HARBOR ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, LIMITATIONS AND EASEMENTS**

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**BLACK CREEK AT EAGLE HARBOR ASSOCIATION, INC.
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, LIMITATIONS AND EASEMENTS**

THIS DECLARATION is made this 17th day of September, 2003, by **EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE**, a Florida joint venture, whose address is 1880 Eagle Harbor Parkway, Orange Park, Florida 32003 ("Declarant"), with respect to certain property owned by Declarant in Clay County, Florida and described hereinafter:

WITNESSETH THAT:

WHEREAS, Black Creek consists of approximately 745 acres located south of County Road 220, bounded on the south and west by the waters of Black Creek and is one of four areas located in Clay County, Florida: (1) Eagle Harbor; (2) Towncenter; (3) East of 17 and (4) Black Creek, intended for development pursuant to The Crossings At Fleming Island Development of Regional Impact ("DRI") Development Order, Ordinance 88-87, recorded in Official Records Book 1197, page 645 of the public records of Clay County, Florida, as the same may be amended from time to time;

WHEREAS, Declarant is the record owner of approximately 157.28 acres of land situated in Black Creek and designated for development as residential-low density pursuant to the Development Order (the "Land"). Declarant intends to subdivide the Land into three separate single family residential subdivisions hereafter known as "Eagle Creek at Eagle Harbor" (Eagle Creek), "Spring Creek at Eagle Harbor" (Spring Creek), and "Cyress Creek at Eagle Harbor" (Cyress Creek) (collectively the "Property") as more particularly described on Exhibit "A" attached hereto and as depicted on Exhibit "B" attached hereto; and

WHEREAS, it is Declarant's intention to integrate the Property with the development standards for Black Creek established in the Development Order and to insure that the Property shall be subdivided, developed, improved, occupied, used and enjoyed pursuant to the Development Order with consistently high architectural, ecological, environmental and aesthetic standards so as to create within the Property a pleasant, attractive, safe and harmonious physical environment which will contribute to and enhance the quality of life for all future residents of the Property and other property subject to the Development Order; and

WHEREAS, it is Declarant's desire and intention that the Property be made subject to and benefited and burdened by certain uniform covenants, conditions, restrictions, easements and reservations; and

NOW, THEREFORE, Declarant hereby declares and confirms that the Property shall be held, used and conveyed subject to the following easements, restrictions, covenants, limitations conditions, and reservations hereinafter set forth in this Declaration, to wit:

ARTICLE I.
STATEMENT OF PURPOSE

The purposes of this Declaration are to provide a framework for the development of the Property as a community which is both aesthetically appealing and functionally practical, to integrate the Property within the development standards established for the Project (defined hereinafter) as a whole and generally to preserve and enhance the value of the Property and the Project. Accordingly, certain objective standards are included where it is felt they will enhance and protect the community environment. However, Declarant recognizes that objective standards cannot be all inclusive and has reserved to itself and to the entities having jurisdiction over the Property certain discretionary authority as described hereinafter. Declarant intends that such discretion be exercised to promote and preserve the purposes of this Declaration and the common welfare of the residents and owners within the Property and within the Project.

ARTICLE II.
Definitions

“Additional Property” shall mean any land which is subjected to this Declaration at a later time in the manner set forth in Article III, Section 4.

“Applicant” shall mean an Owner, the Association, the CDD or any other party seeking approval of proposed Improvements pursuant to Article IV.

“Architectural Planning Criteria” shall mean those standards for design, construction and use of all Improvements on the Property set forth in Article IV, as the same may be supplemented or amended from time to time.

“ARC” shall mean the Architectural Review Committee or Committees that may be established pursuant to Article IV.

“Articles” shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

“Assessments” shall mean all assessments, levies, fines or other charges enacted by the Association against the Owners and the Property pursuant to Article XI.

“Association” shall mean the Black Creek at Eagle Harbor Association, Inc., its successors and assigns.

“Board” shall mean the board of directors of the Association.

“Bylaws” shall mean the Bylaws of the Association, as the same may be amended from time to time.

“Capital Assessments” shall mean Assessments levied pursuant to Article XI, Section 8.

"CDD" shall mean The Crossings at Fleming Island Community Development District established pursuant to Rule of the Florida Land and Water Adjudicatory Commission, effective November 30, 1989, under the terms of the Uniform Community Development District Act of 1980 (Chapter 190, Florida Statutes), as the same may be amended from time to time.

"Common Areas" shall mean all areas of the Property so designated by Declarant in any deed, on any Plat, or otherwise and all Improvements located thereon. Common Areas may include, without limitation, Common Roads, Conservation Areas, Waterways, recreational amenities, parking lots, walkways, boardwalks, bike paths, street lighting, signage, administrative facilities, landscaping and community gardens, and access, utility, drainage and similar easements reserved or granted for the common use and enjoyment of the Owners. Common Areas shall not include any portion of the Conservation Areas or Waterways conveyed or intended to be conveyed by Declarant to an Owner as a part of a Lot.

"Common Roads" shall mean the roads, if any, located within the Property which are not dedicated to the public, but which are intended by Declarant for the use of all Owners. Common Roads shall not include private roadways, parking lots and parking areas located within the boundaries of any Lot located within the Property and maintained by the Owners of such Lot.

"Conservation Areas" shall mean all conservation easements so designated by Declarant in any deed, on any Plat or otherwise or so designated in the Development Order.

"Declarant" shall mean Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, and those successors or assigns to whom such Joint Venture or any due successor or assignee thereof expressly transfers its rights hereunder pursuant to an instrument of transfer recorded in the public records of Clay County, Florida.

"Declaration" shall mean this Black Creek at Eagle Harbor Association, Inc. Declaration of Covenants, Conditions, Restrictions, Limitations and Easements, as the same may be amended from time to time.

"Development Order" shall mean The Crossings At Fleming Island Development of Regional Impact ("DRI") Development Order, Ordinance 88-87, recorded in Official Records Book 1197, page 645 of the public records of Clay County, Florida, as the same may be amended from time to time.

"District" shall mean any area of the Property designated as such pursuant to Article X Section 6.

"District Assessments" shall mean any Assessments levied pursuant to Article XI, Section 9.

"Dwelling Unit" shall mean any single-family unit constructed on the Property for which a certificate of occupancy has been issued by Clay County, Florida.

“Estate Lot” means any Lot so designated by Declarant in any deed, on any Plat or otherwise.

“Improved” shall mean any Lot or portion thereof upon which there is one or more Dwelling Units or portion thereof upon which there is one or more Dwelling Units.

“Improvement” shall mean any structure, building, paved area, fence, wall or hedge on any part of the Property (or any exterior alteration to any of the above including, without limitation, change of color) and landscaping in connection therewith.

“Lot” shall mean any portion of the Property shown on a Plat and intended by Declarant to be Improved with a Single-Family Dwelling Unit.

“Manor Lot” shall mean any Lot so designated by Declarant in any deed, on any Plat or otherwise.

“Master Plan” shall mean the conceptual plan prepared by Declarant for overall development of the Property, as the same may be amended from time to time.

“Member” shall mean those persons or entities entitled to Class “A” or “B” membership in the Association as provided in Article X, Section 2.

“Mortgagee” shall mean any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration or Federal Housing Administration and/or a purchaser or guarantor of any such mortgage in the secondary market, including without limitation, the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation and Governmental National Mortgage Association, and Declarant, if it is holding a first mortgage on any portion of the Property.

“Other Land” shall mean all portions of the Property other than Lots, Common Areas and any portion owned by the CDD or any governmental entity.

“Owner” shall mean the owner of record of fee simple title to any Lot, including, wherever the context of this Declaration makes it appropriate, members of such owner’s immediate family, guests, invitees or tenants.

“Plat” shall mean the plats for Eagle Creek at Eagle Harbor, Spring Creek at Eagle Harbor and Cypress Creek at Eagle Harbor, all to be recorded in the public records of Clay County, Florida, as the same may be amended from time to time.

“Project” shall mean The Crossings at Fleming Island, a mixed-use development encompassing approximately 2,915.3 acres, as amended from time to time, which includes the Property.

“Property” shall mean that real property described in Exhibit “A” attached hereto.

“Regular Assessments” shall mean Assessments levied pursuant to Article XI, Section 5.

“Single-Family Dwelling Unit” shall mean a Dwelling Unit constructed on any portion of the Property to be used as a residence by a single-family.

“Special Assessments” shall mean Assessments levied pursuant to Article XI, Section 7.

“Villa Lot” shall mean any Lot so designated by Declarant in any deed, on any Plat or otherwise.

“Waterways” shall mean all lakes, ponds, rivers, creeks, streams and other waters and water courses located within the Property.

ARTICLE III. Description of the Project

Section 1. The Crossings at Fleming Island.

The Project comprises a parcel of land consisting of approximately 2,915.3 acres and located in Clay County, Florida, south of the City of Orange Park. There are currently four separate areas intended for development within the Project:

(a) Eagle Harbor. Eagle Harbor is located north of State Road 220 and west of U.S. 17 and intended by Declarant for development primarily as a residential subdivision. Eagle Harbor will also include the Golf Course, the Eagle Harbor Club, one or more Single-Family Parcels, Commercial Parcels and/or Multi-Family Parcels and related Common Areas and Common Roads.

(b) Towncenter. Towncenter is located south of County Road 220 and west of U.S. 17 and intended by Declarant for mixed-use development, with single-family residences, multi-family residences, an office park and retail, commercial and light industrial centers.

(c) Black Creek. Black Creek, consisting of approximately 745 acres located south of County Road 220, is bounded on the south and west by the waters of Black Creek, and intended by Declarant for development as a low-density residential community.

(d) East of 17. East of 17 is located along the easterly right-of-way of U.S. 17 and intended by Declarant for mixed-use development with single-family and multi-family residences and retail, office and commercial areas.

Section 2. The Development Order.

The Project is a Development of Regional Impact pursuant to Chapter 380, Florida Statutes and the terms of the Development Order. The Development Order establishes certain powers, restrictions and obligations applicable to the Property and its terms are specifically

incorporated herein by this reference. The Development Order primarily regulates the uses of lands within Black Creek, including creation of certain development standards, establishment of open space, recreational areas, and conservation areas and similar matters. Certain specific use restrictions affecting the Property which are required by the Development Order are set forth in Article VI, Section 2.

Section 3. The CDD.

The CDD provides a mechanism for the funding, construction, ownership, operation and maintenance of infrastructure improvements within the Project, such as roads and bridges, water and waste water management and control systems, parks and recreational areas, fire prevention facilities, schools, security facilities and other improvements. The board of supervisors of the CDD is empowered to issue bonds to finance construction and operation of such improvements, impose assessments to provide funds for debt service on such bonds and fund CDD expenses and to impose use fees for CDD facilities.

Section 4. Addition and Withdrawal of Property.

Until termination of the Class B membership in the Association, Declarant may subject additional property to this Declaration or may withdraw any portion of the Property or any Additional Property owned by it from the jurisdiction of this Declaration. Such additions or withdrawals shall be effected by amendments or supplements to this Declaration executed by Declarant and recorded in the public records of Clay County, Florida, without joinder or consent of any other party. By supplemental declaration, Declarant may limit or modify the provisions of this Declaration insofar as they apply to any Additional Property and portions of the Property, if any, then owned by Declarant, provided no such limitations or modifications shall be materially inconsistent with the Statement of Purpose contained in Article I of this Declaration. No withdrawal of property from the jurisdiction of this Declaration shall occur if such withdrawal would be materially inconsistent with such Statement of Purpose.

**ARTICLE IV.
Architectural Control**

Section 1. Approval Required for All Improvements.

In order to ensure the development of the Property as a community of the highest quality in which all Improvements are harmonious in architectural design and aesthetic appearance, Declarant reserves to itself the exclusive power and discretion to approve all Improvements made on the Property. No Improvements may be made on any part of the Property without the prior written consent of Declarant obtained pursuant to the procedures set forth in this Article IV; provided however, that Applicants receiving approval of proposed Improvements may thereafter make minor changes to landscaping and vegetation without further approvals, so long as such changes are harmonious with the previously-approved landscaping plans.

Section 2. Submission and Review of Plans.

Prior to making any Improvement, the Applicant wishing to make such Improvement shall submit detailed plans and specifications of the proposed Improvement meeting the requirements of Section 3 below to Declarant. Declarant shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or do not comply with the terms of this Declaration. Declarant shall evaluate each application for its total effect upon the Applicant's Lot (or upon the Common Areas in the event the Applicant is the Association or the CDD) and the overall Property. This evaluation may involve matters of judgment and taste which cannot be reduced to an objective list of measurable criteria. It is possible that a proposed Improvement which satisfies individual criteria delineated in this Article IV may be disapproved, if in the sole discretion of Declarant the proposed Improvement is unacceptable. The approval of any Improvement shall not obligate Declarant to approve applications involving similar designs, aesthetic appearance or locations on a Lot for other proposed Improvements.

Section 3. Plans and Specifications; Approval Process.

In connection with review of any proposed Improvement, and unless waived by Declarant, the Applicant shall submit the following documents (prepared by duly licensed architects, engineers, landscape architects or similarly qualified professionals) accompanied by such additional information and materials which in the opinion of Declarant may be required for its review:

(a) Site plan showing all property lines, setbacks, easements, flood plain boundaries, Waterway boundaries, Conservation Area boundaries, existing trees having a diameter of six (6) inches or more measured at a height three (3) feet above the ground, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the portion of the Property in question;

(b) Scaled floor plan or plans;

(c) Elevation drawings of all sides of any contemplated structures;

(d) Summary specification list of proposed materials and samples or photographs of exterior materials and colors which cannot be adequately described; and

(e) Landscaping plans showing location, quantity and species of plants, trees and other vegetation proposed for use.

Declarant shall preliminarily approve or disapprove proposed Improvements within forty-five (45) days after receipt of a written request for approval from the Applicant accompanied by all items required for review, each in form and substance acceptable to Declarant. Declarant's failure to act within such period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans in form and substance acceptable to Declarant shall be submitted, which shall be approved or disapproved within forty-five (45) days after

receipt. Declarant's failure to act within such period shall constitute final approval. Upon final approval, the work may begin.

Section 4. Commencement and Completion of Construction.

The Applicant shall commence construction of Improvements within six (6) months after receiving final approval as provided in Section 3 of this Article IV and thereafter shall diligently proceed toward completion. The exterior of the structure and the landscaping for Single-Family Dwelling Units shall be completed within twelve (12) months after commencement of construction. Failure to commence, proceed or complete construction as required herein or by Declarant shall void the approval, in which event the Applicant shall immediately cease work on such Improvement. Prior to re-commencing work, the Applicant shall re-submit an application for approval as provided in this Article IV.

Section 5. Architectural Planning Criteria.

In order to achieve the objectives stated in Section 1 of this Article IV and to help Applicants plan and design proposed Improvements, the following standards are adopted as initial Architectural Planning Criteria to be followed in the design and construction of all Improvements:

(a) Single-Family Dwelling Units; Maximum Height; Square Footage. No Single-Family Dwelling Unit or other structure located on a Lot shall exceed three (3) stories in height. No Single-Family Dwelling Unit shall contain less than 2,000 square feet of heated and air conditioned enclosed living space for Estate Lots, 1,600 square feet of such space for Manor Lots, and 1,200 square feet of such space for Villa Lots.

(b) Lots; Sizes and Setback Lines. Except as set forth below, minimum Lot sizes in square feet and width, depth setback lines in feet shall be:

Lot Type	Area	Width	Depth	Front Setback	Side Setback	Rear Setback
Estate	13,500	90	100	20	5	25
Manor	10,000	80	100	20	5	20
Villa	7,000*	70	100	20	5	10

The above criteria are subject to the following:

(c) Zero Lot Line. Declarant may approve zero lot-line Single-Family Dwelling Units on Villa Lots, in which event there will be no side setback lines.

(d) Rear Setback Line. Lots greater than one hundred twenty-five (125) feet in depth shall have a minimum rear setback line of twenty-five (25) feet.

* Except for LOT 53 of Eagle Creek which shall be 6,814 square feet.

(e) Rear Separation. There shall be a minimum rear separation of forty (40) feet between Single-Family Dwelling Units on Villa Lots.

(f) Detached Structures and Objects. Pens, yards and houses for pets, hothouses, greenhouses, facilities for above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants' quarters, guest houses, pool houses, equipment houses, garbage and trash cans and receptacles, or above ground exterior air conditioning, heating and other mechanical equipment shall be obscured, screened or designed in a manner so as to limit their visibility from adjoining portions of the Property. Approval of such Improvements and the location of such Improvements shall be given at the discretion of the ARC.

(g) Temporary, Movable Structures. Other than construction trailers, temporary construction sheds and toilet facilities approved by Declarant and used during actual construction of approved Improvements, no shed, shack, trailer, mobile home, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any portion of the Property, without the approval of the ARC.

(h) Grading. No portion of the Property shall be graded and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent portion of the Property.

(i) Trash Containers. All garbage and trash shall be stored in closed containers hidden from view from any portion of the Property. Backyard or curbside trash removal or recycling programs may be established by Declarant at any time. In such event, Owners shall comply with such programs and rules and regulations related thereto promulgated by Declarant.

(j) No Window Air Conditioners. No window air conditioner unit shall be installed in any structure on the Property.

(k) Fences, Hedges and Walls. No fence, wall or hedge higher than eight (8) feet from the normal surface of the ground shall be maintained on any portion of the Property. Hedges, fences or walls may not be installed on any Lot except in the rear or interior side yards, no closer to the front of the Lot than the rear building line of the Dwelling Unit or building constructed thereon and, when the Lot is a corner Lot, no closer to a side street than the building line of the Dwelling Unit or building constructed thereon, which is abutting such side street. Approval of such Improvements and the location of such Improvements shall be given at the discretion of the ARC.

(l) Antennas. Subject to the rule adopted by the Federal Communications Commission effective October 14, 1996 pursuant to the Telecommunications Act of 1996, no exterior radio or television aerial, antenna satellite dish or similar structure shall be located within the Property without the prior written consent of Declarant.

(m) Driveways. All driveways within the Property shall be paved with materials approved by Declarant.

(n) Recreational and Play Structures. All swimming pools, basketball backboards, tennis courts and other recreational or play structures on Improved Lots shall be located at the rear or side of the Dwelling Unit or Improvement or on the inside portion of corner Lots. No platform, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any Improved Lot in front of the front building line of the Dwelling Unit or Improvement. All such structures shall be designed and screened or otherwise sheltered to the extent possible. Lighted tennis courts will not be permitted unless located or designed so as not to be an annoyance. Approval of such Improvements and the location of such Improvements shall be given at the discretion of the ARC.

(o) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any portion of the Property without the approval of Declarant. Declarant may establish standard specifications for the design, construction and location of such receptacles.

(p) Wells and Sewage. No well of any kind shall be dug or drilled on any portion of the Property to provide potable water for use within any structures on the Property. Wells for irrigation use and to supply water-cooled air conditioning systems or for similar purposes are allowed upon approval by Declarant. All sewage must be disposed of through approved sewage lines. No use of septic tanks shall be permitted on the Property.

(q) Window Coverings. No reflective window coverings or treatments shall be permitted in any Dwelling Unit, or other structure on the Property. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral. No unsightly objects shall be placed in windows visible from adjoining portions of the Property.

(r) Dust Control. The following fugitive dust control measures shall be undertaken during all construction activities within the Property: (i) moistening of soil and/or use of resinous adhesives with hydroseeding on all barren areas, including, at a minimum, all roads, parking lots and material stockpiles; (ii) use of mulch, liquid resinous adhesives with hydroseeding, haybales or sod on all landscaped areas; and (iii) prompt removal of soil and other material deposited on paved streets by vehicular traffic, earth moving equipment or soil erosion.

(s) Water Conservation. No Improvement shall be constructed which (i) employs a tank-type water closet having a tank capacity in excess of three and one-half (3-1/2) gallons of water; or (ii) employs a shower head or faucet (except those manufactured for use in safety installations) that allows a flow of more than (a) an average of three (3) gallons of water per minute at sixty (60) pounds of pressure per square inch, or (b) three (3) gallons per minute when tested according to applicable standards of the American National Standard Institute; provided, however, that the above requirements may be modified by changes in applicable requirements of Chapter 553, Florida Statutes.

(t) Energy Conservation. Energy conservation shall be encouraged in the design and construction of all Improvements on the Property, through (i) building designs that provide overhangs at glassed areas to reduce heat gain, the use of tinted glass and insulation materials in

walls and ceilings, installation of efficient heating and cooling systems and other similar measures; (ii) retention of natural vegetation to the extent possible, the planting of shade trees near Improvements and the use of energy-efficient irrigation systems; and (iii) the use of high-intensity sodium or similar energy-efficient lamps for all outdoor lighting.

Section 6. Additional Criteria; Modification; Waiver.

From time to time, Declarant may supplement or amend the initial Architectural Planning Criteria as it deems to be in the best interests of the Property, pursuant to documents prepared by Declarant and made available to Applicants. No such supplement or amendment shall require any amendment to this Declaration. In addition, Declarant shall have the express authority to waive any requirement of such Criteria, as supplemented or amended, if, in its sole opinion, it deems such waiver to be consistent with the Statement of Purpose contained in Article I.

Section 7. Remedies for Failure to Comply.

If any Owner or Applicant shall fail to comply with the requirements of this Declaration or of Declarant relating to Improvements, then, upon demand made by Declarant, such Owner or Applicant shall take all actions required in Declarant's sole opinion to remedy such noncompliance. Such Owner or Applicant shall bear all costs of such remedial actions and all costs and expenses, including without limitation, attorney's fees incurred by Declarant in enforcing the obligations of such Owner or Applicant pursuant to this Section 7.

Section 8. Application Fees.

Declarant may establish application fees to be paid by Applicants requesting approval of Improvements, in order to defray expenses incurred in connection with such review, including, without limitation, fees of consulting professionals advising Declarant.

Section 9. Approval Not a Guarantee; Indemnity.

No approval of proposed Improvements or publication of Architectural Planning Criteria by Declarant shall be construed as representing or implying that any Improvement has been properly designed, will comply with applicable building codes or other governmental requirements (including the Development Order) or will be constructed in a good and workmanlike manner. Declarant shall not be responsible for any defects in any plans or specifications or other materials submitted to Declarant in connection with proposed Improvements, pursuant to this Article IV or in any construction undertaken pursuant thereto. No party shall have any claim against Declarant for any damage or expense incurred due to any act of or failure to act by Declarant pursuant to this Article IV. All Applicants shall indemnify and hold Declarant harmless against any such damage or expense, including, without limitation, attorney's fees at trial or on appeal, incurred by Declarant in the defense of any such claim.

Section 10. Architectural Review Committee.

Declarant may delegate the powers reserved in this Article IV to an architectural review committee ("ARC") at any time, in whole or part. Declarant may elect to form more than one ARC, delegating to each separate ARC powers to review applications for approval of specific types of proposed Improvements. All such delegations may be revocable until the Class B membership in the Association terminates. At such time, Declarant shall irrevocably delegate such powers to an ARC or to the Board. Each ARC shall consist of at least three persons appointed by Declarant, who need not be Members and who shall serve at the pleasure of Declarant. Declarant shall have the right to appoint all members of each ARC for so long as it is the Class B Member. Thereafter, each ARC may be comprised of the Board or may be a committee appointed by the Board, but shall be chaired by a person holding a professional degree in architecture, landscape architecture, engineering or construction. A majority of the ARC shall constitute a quorum to transact business. The action of such majority shall constitute the action of the ARC.

**ARTICLE V.
General Use Restrictions****Section 1. General Limitations on Use of Lots.**

The following general limitations on use of Lots are hereby established:

- (a) Lots shall only be used for Single-Family Dwelling Units and ancillary parking areas, walkways, structures and landscaping.
- (b) Dwelling Units shall be used for residential purposes only.
- (c) Common Areas shall only be used for the general enjoyment of Owners and other authorized parties.

Section 2. No Further Division.

Except as set forth below, no part of the Property owned by any person or entity other than Declarant shall be further subdivided or have its boundaries changed without the consent of Declarant until the Class B membership in the Association terminates and thereafter without the consent of the Board. Any two or more contiguous Lots owned by the same Owner may be combined into one site for a Single-Family Dwelling Unit. In such event, only the exterior boundary lines of the combined Lots shall be considered in the application of the provisions of this Declaration to such Lots.

Section 3. Lawful Use.

No improper or unlawful use shall be made of any portion of the Property. All laws, ordinances, and regulations of all governmental bodies having jurisdiction over any portion of the Property shall be observed.

Section 4. Nuisances.

No activity shall be permitted on any portion of the Property which is an annoyance or nuisance to others. Any activity which interferes with television, cable or radio reception on other portions of the Property shall be deemed an annoyance or a nuisance and a prohibited activity. Any question as to what activities constitute an annoyance or a nuisance shall be submitted to the Board, whose decision shall be dispositive.

Section 5. Signs.

Except for those tracts of land designated on the Plats for signage, no signs or advertisements of any kind may be placed on any portion of the Property without the approval of Declarant as to size, design, content and location.

Section 6. Off-Street Operation of Motor Vehicles.

No motorized vehicles, including, without limitation, all-terrain vehicles or "dirt bikes", may be operated on the Property off of paved roadways and drives, except to the extent necessary for construction of approved Improvements and for normal maintenance activities related to the Common Areas, CDD facilities or utilities serving any portion of the Property.

Section 7. Pets and Animals.

No animals except common domestic household pets may be kept, maintained or cared for within the Property. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets shall be confined by fencing or similar barriers, on a leash or under voice control. No pet shall be allowed to run at large. No pet may be kept, cared for or boarded for hire on the Property and no kennels shall be allowed. No more than a total of four (4) dogs and/or cats may be kept within any Dwelling Unit or on any Lot.

Section 8. Hunting and Trapping; Firearms.

Hunting and trapping are prohibited anywhere on the Property. The discharge of firearms, including, without limitation, "B-B" guns or pellet guns, is also prohibited.

Section 9. Vehicular Restrictions.

No repairing or overhauling of any vehicle shall be allowed on any portion of the Property, except in emergencies or as otherwise approved by Declarant. No over-sized vehicles, commercial vehicles, boats or any similar property (including, but not limited to, buses, recreational vehicles, campers, boat trailers, travel trailers, and motor homes) shall be kept on the Property except within such areas, if any, as may be specifically designated by Declarant for such use, or unless parked within a garage or an enclosed, screened area approved by Declarant. Any vehicle parked in violation of this Section 9 may be towed at the expense of the owner thereof if the vehicle remains in violation twenty-four (24) hours after a notice of violation is placed thereon. The above restrictions on parking shall not apply to the temporary parking of

vehicles during construction of approved Improvements or the parking of commercial vehicles providing pick-up, delivery, repair or other services or to any vehicles of Declarant or the CDD.

Section 10. Open-Air Burning.

The burning of trash, rubbish, leaves, trees or other materials in the open is prohibited.

Section 11. Garage Doors to be Closed.

Except when in operation, all garage doors shall be maintained in a closed position, so that the interior of the garage is not visible from any adjoining portion of the Property.

Section 12. Garage or Yard Sales.

“Garage Sales” or “Yard Sales” shall be permitted only for disposal of the private property and personal effects of Owners and only on an isolated basis reasonably related to the intended sale of an Owner’s Lot.

Section 13. Maintenance.

Each Owner, the Association and the CDD shall maintain its portion of the Property in good condition at all times. No such party shall cut any living tree having a trunk diameter greater than six (6) inches measured at a height of three (3) feet above the ground without the prior approval of Declarant. No trash, garbage, rubbish, debris or other unsightly object shall be placed or allowed to remain anywhere on the Property, unless stored as provided herein or placed for pick-up and removal in accordance with regulations established by Declarant. Maintenance responsibilities shall include periodic mowing of lawns, trimming of hedges and trees, removal of dead vegetation and weeds and such other activities as may be necessary to prevent unsightly conditions on any portion of the Property. In the event that any Owner, the Association or the CDD fails to so maintain its portion of the Property, Declarant or the Board, after written notice to such party, may authorize its agents to enter upon such portion of the Property and perform any necessary maintenance at the expense of such party. In such event, the Board may levy a Special Assessment for the cost of such maintenance against the responsible party.

Section 14. Additional Use Restrictions.

Declarant may adopt additional use restrictions, rules or regulations or may grant waivers or make modifications in the application of the foregoing use restrictions as it, in its sole discretion, deems appropriate.

Section 15. Declarant’s Activities Exempt.

Notwithstanding any provision to the contrary elsewhere herein, Declarant expressly reserves the right to take all such actions as it deems appropriate in connection with development, construction, operation and sale of the Project, including without limitation, the construction and use of temporary or permanent sales offices and/or model homes and related

parking areas, signs, flags or other promotional aids on any portion of the Property and the use of the Common Areas for marketing, promotion and other activities. All such activities shall be exempt from any restrictions in this Declaration.

ARTICLE VI. DRI Restrictions

Section 1. Applicability; Compliance.

The Development Order sets forth certain obligations and restrictions with respect to the Project that are applicable to the Property and run with the title thereto. Declarant, all other Owners, the Association and the CDD shall comply with the Development Order. No party other than Declarant may apply for or take any action which will result in a "substantial deviation" (as determined pursuant to Chapter 380, Florida Statutes) from the Development Order. If Declarant, any other Owner, the Association or the CDD shall fail to comply with the Development Order, that party shall be responsible for all loss, damage or expense (including without limitation, reasonable attorney's fees) incurred by any other party as a result of such failure to comply.

Section 2. Specific DRI Restrictions.

Certain specific restrictions and obligations required by the Development Order are set forth below. Such provisions are not inclusive. All parties with any interest in any portion of the Property are bound by the Development Order and are obligated to become familiar with the Development Order. Among the restrictions and obligations of the Development Order are the following, which are hereby imposed on the Property for the duration of this Declaration:

(a) Existing Water Wells. Prior to commencement of any construction, each Applicant shall survey its portion of the Property for existing water wells. All water wells discovered during the survey or thereafter shall be reported immediately to Declarant and shall be properly plugged and abandoned by licensed water well contractors and registered drillers;

(b) Solid Waste. The Property shall be subject to a solid waste volume reduction plan as such is adopted from time to time by Declarant;

(c) Utility Lines shall be Underground. All fuel, electric, energy, telephone, gas and other utility lines located within the Property shall be installed underground, except electrical transformer boxes and utility facilities which must be placed above ground;

(d) No Harvesting of Timber. There shall be no harvesting of timber for resale on any portion of the Property;

(e) Reclaimed Water. The Declarant and the CDD irrigates the golf course, the portion of some of the main road right-of-ways which are not paved, the commercial landscaped areas of some Common Areas and the tennis courts with reclaimed water. Reclaimed water is also piped

through the Property and is supplied to each Lot for the Owner to use for irrigation of lawns and shrub areas. Reclaimed water is not suitable for personal consumption. Owners should consult with Clay County guidelines on the use of reclaimed water;

(f) Black Creek Conservation Area Buffer. A minimum twenty-five (25) foot native vegetation buffer shall be maintained along all portions of the Property that are adjacent to the Conservation Areas established in Black Creek.

ARTICLE VII. Common Areas

Section 1. General.

Common Areas are intended for the use and enjoyment of Owners and other authorized parties, subject to this Declaration and to rules and regulations established pursuant hereto.

Section 2. Neighborhood Areas.

Declarant may designate certain portions of the Common Areas conveyed or intended to be conveyed to the Association as Neighborhood Areas to be used by Owners within a defined portion of the Property. At the discretion of Declarant, a Neighborhood Area may be designated as a District for any purpose related to such Neighborhood Area.

Section 3. Conservation Areas.

Conservation Areas have been established with respect to areas of the Property having special characteristics making it appropriate to retain such areas predominantly in their natural condition. Two Conservation Areas have been established in the Property in favor of St. Johns River Water Management District pursuant to that certain Dedication of Conservation Easement, recorded in Official Records Book 1323, page 471, and as amended by that certain Amendment to Declaration of Conservation Easement recorded in Official Records Book 1385, page 423, and pursuant to that certain Release of and Amendment to Deed of Conservation Easement recorded in Official Records Book 2221, page 1094, all in the public records of Clay County, Florida: (1) Lots 111, 112, 113 in Eagle Creek and (2) Tract B in Spring Creek as shown on the Plats for each subdivision.

Section 4. Easements to Owners.

All Owners are hereby granted a perpetual non-exclusive easement of ingress and egress and right of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to the Owner's Lot, subject to the following provisions:

(a) the limitations with respect to Neighborhood Areas set forth in Section 2 of this Article VII, and the restrictions and prohibitions applicable to Waterways set forth in Article VIII, Section 3;

(b) the right of Declarant to adopt and enforce rules and regulations pertaining to the use of the Common Areas, which rules shall be in conformity with the restrictions of this Declaration and the requirements of any governmental agency having jurisdiction;

(c) the right of Declarant to charge fees related to the use thereof and to lease portions thereof to third parties;

(d) the right of Declarant, without further consent from Owners or Mortgagees, to dedicate, grant, modify or terminate easements over all or any part of the Common Areas to any agency, authority or utility company, public or private, to provide utility or cable television service to the Property;

(e) the right of Declarant to sell, convey, transfer or encumber any part of the Common Areas to or for the benefit of any third party, including without limitation, the right to convey minor portions thereof to any Owner in order to resolve setback violations, minor encroachments or similar matters; and

(f) the right of Declarant to authorize other persons, including without limitation, owners and residents within other parts of the Project, and, until the Class B membership in the Association terminates, its employees, to enter upon or use the Common Areas and any Improvements located thereon subject to the rules and regulations for such use applicable to all parties.

Section 5. Common Road Easements.

Subject to the provisions of Section 8 of this Article VII, Declarant hereby grants all Owners, the Association, the CDD, their Mortgagees, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property and such other persons as Declarant shall designate, a perpetual non-exclusive easement for ingress and egress over the Common Roads. Declarant hereby reserves unto itself and its successors and assigns a perpetual non-exclusive easement for ingress and egress over the Common Roads and a perpetual non-exclusive easement to install, repair and maintain utilities, street lighting and signage within the Common Roads.

Section 6. Regulation of Traffic.

Declarant shall have the right to adopt rules and regulations pertaining to the use of the Common Roads and the power to regulate all types of traffic on the Common Roads, including the right to establish speed limits and impose speeding fines to be collected by the Association in the same manner as described in Article XV. Declarant may prohibit use of the Common Roads by vehicles which it believes might damage the Common Roads or create a nuisance. Declarant may require the removal of any fence, wall, hedge, shrub, bush, tree or other object it believes obstructs the vision of a motorist on any roadway within the Property.

Section 7. Dedication, Relocation, Closure.

So long as Declarant retains title to any Common Roads, Declarant reserves the sole and absolute right at any time to dedicate its Common Roads or any portion thereof for public use and to redesignate, relocate, or close any parts of such Common Roads (including any gates, gate houses, gate systems or other facilities constructed or installed thereon for the purpose of providing security to the Property) without the consent or joinder of any Owner or Mortgagee; provided, however, that no Owner or Mortgagee shall be denied reasonable access to a public roadway by such redesignation, relocation or closure. In the event of such dedication, redesignation, relocation or closure, the easements over the Common Roads provided in Section 5 of this Article VII shall be automatically terminated or relocated, as appropriate.

Section 8. Conveyance of Common Areas and Common Roads.

Declarant may convey any Common Areas or Common Roads to the CDD or the Association at such time as Declarant determines and shall do so when the Class B membership in the Association terminates. In any such conveyance, Declarant may reserve rights for use of such Common Areas or Common Roads which are not inconsistent with use by the Owners. Upon any conveyance of Common Areas or Common Roads to the CDD or the Association, the recipient shall succeed to the powers of Declarant reserved in this Article VII with respect to such Common Areas or Common Roads, except such use rights as may be reserved by the instrument of conveyance.

**ARTICLE VIII.
Lakes and Water Rights****Section 1. Ownership; General Limitations.**

Title to all or any portion of any Waterway may be conveyed to an individual Owner as part of a Lot, the Association as Common Area, the CDD or any other party, or may be retained by Declarant. All Waterways shall be subject to the easements and restrictions hereinafter set forth, regardless of how fee title thereto is owned.

Section 2. Water Management and Drainage Control; Embankment Maintenance.

(a) With the approval of Declarant, the CDD intends to construct water management and drainage systems within the Property as a part of its master plan for such facilities throughout the Project. It is contemplated that the CDD will maintain and regulate these facilities. In that connection, the CDD shall have the power to control the water level and water quality of the Waterways, irrespective of the fee ownership of such Waterways. To the extent that the CDD elects not to exercise such power, Declarant shall have such power and may delegate same to the Association. The maintenance, repair and operation of the water management and drainage systems, including without limitation, all Waterways comprising any part of such systems, shall be conducted at all times in compliance with the rules and regulations of the St. Johns River Water Management District and any other governmental authority having jurisdiction over such

systems. The power to control the Waterways shall include, without limitation, the right to approve all docks, bulkheads, bridges or similar structures built upon, adjacent to or affecting the Waterways, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any Waterway, and to maintain any drainage or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time. Declarant hereby reserves to itself and grants to the CDD a non-exclusive perpetual easement for ingress and egress over all Waterways and a strip of land extending either (i) twenty-five (25) feet from the water's edge, or (ii) to the top of the Waterway embankment, if any, whichever is less, to exercise the rights granted herein.

(b) All Owners of Lots adjacent to or including a part of a Waterway shall maintain the embankment to the water's edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If any Owner fails to maintain the embankment, Declarant, the CDD or the Association shall have the right to enter upon the Owner's Lot and perform the maintenance at the expense of the Owner.

Section 3. Use of Waterways.

Declarant hereby grants to all Owners a perpetual non-exclusive easement over all Waterways, for access to and use thereof, subject to the following reservations and restrictions:

- (a) the rights of Declarant and the CDD reserved in Section 2 of Article VIII;
- (b) the provisions of Article VII, to the extent that any Waterway is part of the Common Areas or Conservation Areas;
- (c) no motorized or power boats shall be permitted on any Waterway except boats used for inspection or maintenance thereof by Declarant, the CDD, the Association, or any governmental agency having jurisdiction;
- (d) no bottles, trash, cans or garbage of any kind or description shall be placed in any Waterway;
- (e) no activity shall be permitted on any Waterway which may become an annoyance or nuisance;
- (f) no person or entity except Declarant shall have the right to pump or otherwise remove any water from any Waterway for irrigation or any other use;
- (g) Waterways may only be used by Declarant, the CDD, the Association, and the Owners.

Section 4. Enforcement by St. Johns River Water Management District.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management systems; provided however, that no such proceeding for enforcement shall be instituted until the District has provided the CDD, the Declarant and the Association with written notice of any failure to comply with its rules and regulations and a reasonable opportunity to cure such failure.

Section 5. Limitations on Amendments.

No amendment of this Article VIII which alters the water management and drainage systems or the responsibility for operation or maintenance thereof may be made without the written approval thereof by the St. Johns River Water Management District.

Section 6. Reservation of Lake Water Drainage and Use Easement Rights.

Notwithstanding any other provision herein, Declarant reserves a perpetual easement and right to drain water into all Waterways and use the water within all Waterways for irrigation or any other use permitted pursuant to applicable governmental regulations.

ARTICLE IX.
General Easements and Reservations

Section 1. Access, Utility and Drainage Easements.

Declarant hereby reserves for itself and its designees perpetual non-exclusive easements (i) across the Common Areas; and (ii) along each side of each boundary line of each Lot for a width of ten (10) feet for ingress and egress and for installation, replacement, repair and maintenance of drainage and erosion control facilities and utility lines and service systems. Upon the request of any Applicant for approval of proposed Improvements on any portion of the Common Areas or any Lot, Declarant may execute an instrument further limiting the easement reserved in (i) above to those specific locations approved by Declarant. When the Class B membership in the Association terminates, Declarant shall assign all such easements and Declarant's rights and obligations in connection therewith, to the CDD or the Association.

Section 2. Easement for Unintentional Encroachment.

Declarant, the Association or the CDD, as appropriate, shall have a perpetual, non-exclusive easement for minor encroachments upon any adjoining Lot or Common Area by any Improvements constructed within Common Areas or Waterways.

Section 3. Central Telecommunication Receiving and Distribution System.

Declarant hereby reserves unto itself the exclusive right to install, maintain and operate any central telecommunication system serving the Property, including the right to connect to any

central telecommunication system as Declarant may, in its sole discretion, deem appropriate. Declarant shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for cable television services as is from time to time permitted by the Code of Laws and Ordinances of Clay County.

ARTICLE X. The Association

Section 1. Association Duties and Powers.

Declarant has formed the Association to manage the Common Areas and generally enhance and protect the common scheme and values created by this Declaration. The Association shall have the duties and powers set forth in this Declaration and in its Articles and Bylaws, specifically including, without limitation, the responsibility to maintain the Common Areas (except for any part thereof maintained by the CDD) whether or not owned by the Association. In the event of any conflict between the provisions of the Articles or Bylaws and the provisions of this Declaration, this Declaration shall control. The Association may take such measures and perform such services as it deems necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, operate and maintain all Improvements within the Common Areas, eliminate fire, health or safety hazards and provide such other services or facilities which may be of general benefit to the Owners and the Property.

Section 2. Membership.

Declarant and each Owner shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of portions of the Property. Whenever any portion of the Property is owned by more than one individual or by an entity such as a corporation, partnership or trust, then such parties or entity shall designate one person as the "Member" who shall enjoy all the privileges of ownership and membership in the Association, including the right to cast any votes appurtenant to such membership.

Section 3. Classes of Membership.

The Association shall have the following three (3) classes of membership:

(a) Class A. Class A Members shall be the Owners of Lots (other than Declarant until the Class B membership in the Association terminates). Each Class A Member owning an Improved Lot shall have two (2) votes for each such Lot. Each Class A Member owning a Lot which is not Improved shall have one (1) vote for each such Lot.

(b) Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to the number of votes equal to the total votes of Class A Members, plus one (1) vote. The Class B membership shall terminate (i) when Declarant no longer owns any part of the Property; (ii) when twenty-five (25) years have elapsed from the date of recording this

Declaration; or (iii) when Declarant, in its sole discretion, elects to terminate the Class B membership by written notice to the Association, whichever shall first occur.

Section 4. Voting.

Unless specifically provided otherwise in this Declaration, the Articles or Bylaws, all matters subject to a vote of the Members may be approved by a majority of votes cast at a duly called and constituted meeting of the Members, all Members may vote on all matters put to a vote and there shall be no requirement for approval by a specified percentage of any class of Members.

Section 5. Composition of Board.

The Bylaws of the Association shall provide that the Board shall be composed of not less than five (5) persons, who shall initially be appointed by Declarant and shall be elected annually thereafter. Board members need not be Members of the Association.

Section 6. Districts.

Until the Class B membership in the Association terminates, Declarant may establish Districts within the Property and specify the particular matters upon which the Owners within the District may vote. Thereafter, the Board shall have this power. Such Districts may be composed of Lots, Dwelling Units, or combination thereof, designated as a political unit for the purposes of electing members of the Board, enacting Assessments applicable to the District or voting on such other matters as relate primarily to the portion of the Property within the District. Districts shall not be required to be equal in population or comprised of contiguous portions of the Property. The boundaries of a District may be established or amended by an amendment to this Declaration pursuant to Article XIV.

Section 7. Mergers.

Upon any merger or consolidation of the Association with another association, the property rights and obligations of the Association may be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may be added to the properties of the Association as the surviving or consolidated association. The surviving or consolidated association may administer this Declaration, together with any covenants and restrictions established upon any other properties with respect to which such association functions, as one plan.

ARTICLE XI.

Assessments

Section 1. Authority to Levy; Purpose.

The Association shall have authority to levy Assessments against all Lots as provided hereinafter. The Assessments shall be used to promote the recreation and security of the

Owners, improve, maintain and repair the Common Areas and any other portions of the Property for which the Association has maintenance authority or responsibility, operate and administer the Association, establish a maintenance, repair and reserve account, pay taxes and insurance with respect to all Common Areas and fulfill other purposes set forth or permitted in this Declaration, the Articles or the Bylaws of the Association.

Section 2. Owner's Personal Obligation.

Each Owner shall be personally obligated to pay all Assessments levied against such Owner's Lot, together with any interest, costs, and attorney's fees accrued thereon, and the Association may bring an action at law for collection of same against any Owner so obligated. No Owner may waive or otherwise limit liability for Assessments by non-use of the Common Areas or his Lot. All Assessments shall become delinquent if not paid within fifteen (15) days after their due date, be subject to a late fee as determined by the Board and, upon becoming delinquent, bear interest at the rate of eighteen percent (18%) per annum from the date of delinquency until paid.

Section 3. Lien.

Each Assessment shall be secured by a lien upon the Lot against which such Assessment is levied. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law. The Association shall be entitled to recover all costs in such proceedings, including attorney's fees. Each Assessment lien shall be subordinate and inferior to any mortgage lien arising prior to the date such Assessment lien attaches.

Section 4. Association Budget; Financial Statements.

As soon as reasonably possible after formation of the Association and in January of each year thereafter, the Board shall adopt an annual budget for the operation of the Association during that calendar year, which budget shall be the basis for determining Regular Assessments as provided below. The budget shall include such amounts as the Board considers necessary to pay Association expenses for such year and provide working capital and reserves. The Board shall send each Owner a copy of the budget promptly after adoption. In addition, within ninety (90) days after the close of each calendar year, the Board shall cause financial statements, including a balance sheet, showing the actual assets and liabilities of the Association and a statement of revenues, costs and expenses for that year, to be distributed to all Owners.

Section 5. Regular Assessments.

Each non-exempt Lot is hereby subjected to Regular Assessments, payable on a monthly basis, unless otherwise determined by the Board, beginning with the first day of the first full month following the date of adoption of the initial Association budget as set forth in Section 4 of this Article XI, and continuing on the first day of each month thereafter. The Board may determine various levels of Regular Assessments among different membership classes or for

Improved versus not Improved Lots, but Regular Assessments shall be uniform in dollar amount within each level.

Section 6. Increase in Assessments.

The Board may increase Regular Assessments in its sole discretion, until they equal \$120.00 per year for a Lot. Thereafter, the Board may increase Regular Assessments annually by an amount not to exceed the greater of (i) ten percent (10%) of the Regular Assessment for the immediately preceding calendar year, or (ii) the percentage increase over the previous twelve (12) calendar months in the Consumer Price Index, U.S. City Average, all items (1982 = 100) as published by the United States Government, Department of Labor. The right to increase Regular Assessments shall be cumulative, provided the Regular Assessment shall not be increased at any one time by more than thirty percent (30%), unless such increase is approved by Declarant until the Class B membership terminates and by a majority vote of Owners other than Declarant in each category of Regular Assessment affected, and thereafter by a majority vote of such Owners.

Section 7. Special Assessments.

The Board may levy Special Assessments to meet expenses of an extraordinary or emergency nature or as provided elsewhere herein, provided that to the extent that Special Assessments in any twelve (12) month period exceed fifty percent (50%) of the then applicable Regular Assessment, such Special Assessments must be approved by Declarant until the Class B membership terminates and by not less than sixty percent (60%) of the votes of all Owners other than Declarant to whom such Special Assessments would be applicable, and thereafter by such vote of such Owners. The above limitation shall not apply in the case of any Special Assessment levied only against a particular party for any reason permitted herein.

Section 8. Capital Assessments.

The Board may levy Capital Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Areas, provided that to the extent that Capital Assessments on any twelve (12) month period exceed fifty percent (50%) of the then applicable Regular Assessment, such Capital Assessments must be approved by Declarant until the Class B membership terminates and by not less than sixty percent (60%) of the votes of all Owners other than Declarant to whom the Capital Assessments would be applicable, and thereafter by such vote of such Owners.

Section 9. District Assessments.

The Board may levy District Assessments applicable only to Owners within a District, for any services performed by the Association which primarily benefit the Owners within the District.

Section 10. Special Assessments for Failure to Maintain Property.

If an Owner fails to maintain his Lot as required pursuant to this Declaration, and Declarant, the CDD or the Board elects to perform such maintenance, the Board may levy a Special Assessment against the Owner's Lot to reimburse Declarant, the CDD or the Association for the costs of such maintenance.

Section 11. Self-Maintenance Agreements.

The Association may enter into an agreement with the Owner of any Lot to establish a plan of maintenance for such Lot acceptable to the Association whereby the Owner agrees to provide some or all services to such Lot which the Association would otherwise provide and the Association agrees to reduce or eliminate Assessments for such Lot. Any such agreement shall specifically preserve the rights of the Association to perform such maintenance in the event such Owner fails to do so and to increase or reimpose Assessments upon the Owner and the Lot upon any default.

Section 12. Exempt Property.

All Common Areas and all portions of the Property owned by the CDD, Clay County, a local public authority or utility company and serving a public use or by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida shall be exempt from Assessments.

Section 13. Association Certificate.

For a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot have been paid to any interested party. Such certificate shall be binding upon the Association as of the date of its issuance.

Section 14. Failure to Give Notice or Revise Budget.

The failure or delay of the Board to adopt an annual budget for any year or to give notice of any change therein shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Regular Assessments established for the previous year.

Section 15. No Reduction in Services.

Until the Class B membership terminates, the Association may not reduce the level of services that it provides initially established in its Bylaws without the consent of Declarant, which may be arbitrarily withheld.

Section 16. Third Party Services.

The Board may use third party billing and collection services to bill and collect Assessments.

ARTICLE XII.
Casualty, Condemnation, Insurance and Reconstruction

Section 1. Damage to or Condemnation of Common Areas.

If Improvements on any portion of the Common Areas owned or maintained by the Association are damaged or destroyed by casualty or natural events, or taken through condemnation proceedings or conveyance in lieu thereof, they shall be repaired or restored by the Association insofar as such is reasonable or practical. All insurance proceeds or condemnation awards shall be applied to the reconstruction, restoration or repair of such Improvements. If the insurance proceeds or condemnation awards and any reserves maintained by the Association for such purpose are insufficient, the deficit shall be assessed against all Owners as a Special Assessment or District Assessment, as may be appropriate.

Section 2. Other Damage to or Condemnation of the Property.

If Improvements on any portion of the Property except the Common Areas are damaged or destroyed by casualty or natural events, or taken through condemnation or conveyance in lieu thereof, they shall be repaired or restored by the Owner thereof, the CDD, or the Association, as may be appropriate, insofar as such is reasonable or practical. If the damage, destruction or condemnation renders the Improvements uninhabitable or unusable or the damage is so substantial that the Owner, CDD or Association determines not to repair or restore the Improvements, such Improvements shall be removed within sixty (60) days from the date of damage or destruction.

Section 3. Damage to Common Areas Due to Owner Negligence.

If any Improvements on Common Areas are damaged or destroyed as a result of the willful or negligent acts of any Owner, such Improvements shall be repaired or restored by the Association. The cost of such repair or restoration shall be a Special Assessment against such Owner.

Section 4. Association Casualty and Liability Insurance.

The Board shall maintain insurance policies insuring the interests of the Association as hereinafter described. The policy of property insurance shall cover all Improvements, including fixtures and equipment, located on the Common Areas owned or intended by Declarant to be owned by the Association and the policies shall afford, as a minimum, protection against the following:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to similar Improvements, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available; and

(c) losses covered by general liability insurance coverage in the amount of at least \$5,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, which shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Areas.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured Improvements exclusive of land, foundation, excavation and other items normally excluded from coverage. The maximum deductible amount for such policy shall be the lesser of \$10,000 or 1% of the policy amount. The policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Board and until the Class B membership terminates, to Declarant. The Board shall periodically review all insurance policies for adequacy of coverage, deductible levels and other matters and may obtain additional insurance, reduce policy limits or otherwise modify such policies as it in its sole discretion deems reasonable or necessary.

Section 5. Liability Insurance for Board of Directors.

The Association may maintain such liability insurance for the Board as the Board deems appropriate.

**ARTICLE XIII.
Rights of Mortgagees**

Section 1. Notice Rights.

Upon written request to the Association, a Mortgagee will be entitled to timely written notice of:

(a) any condemnation or casualty loss which affects a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee;

(b) any delinquency in the payment of Assessments against a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board; and

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

Section 2. Mortgagee Information.

Upon written request and with reasonable notice, the Association shall make its Articles, Bylaws, rules and regulations and books, records and financial statements available to Owners and Mortgagees for inspection.

**ARTICLE XIV.
Amendment**

Section 1. Amendment by Declarant.

Until the Class B membership terminates, Declarant and thereafter the Board, may amend this Declaration without prior approval of any Owner, Mortgagee or other party:

(a) to conform or comply with the Development Order or the requirements of the CDD or of any other governmental agency having jurisdiction over any portion of the Property;

(b) for any purpose not inconsistent with the Statement of Purpose found in Article I of this Declaration and not materially and adversely affecting the rights of any Owner, Mortgagee, the CDD or the Association;

(c) to establish a District or amend provisions governing an existing District;

(d) to cure any ambiguity or inconsistency herein; and

(e) for the purposes contemplated by Article III, Section 4.

Any amendments pursuant to this Section 1 shall be effective upon recordation thereof in the public records of Clay County, Florida.

Section 2. Amendment With Owner Approval.

This Declaration may be amended at any time if such amendment is approved by (i) Declarant, so long as it is the Class B Member, and thereafter, by the Board; and (ii) the affirmative vote of Owners other than Declarant holding not less than forty percent (40%) of the votes of the Association; provided that no amendment shall violate the Development Order. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the public records of Clay County, Florida, and such amendment shall be effective upon such recording. No such amendment to this Declaration shall materially impair the rights or lien of any Mortgagee without such Mortgagee's express written consent thereto.

**ARTICLE XV.
Miscellaneous**

Section 1. Enforcement; Waiver.

The Association, any Owner and until the Class B membership terminates, Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Until the Class B membership terminates, Declarant, and thereafter the Board, shall have the right to waive any violation of this Declaration believed to be minor or insubstantial or not otherwise materially inconsistent with the Statement of Purpose in Article I.

Section 2. Costs of Enforcement; Fines.

Any Owner breaching any obligation under this Declaration shall be liable for all damages, costs and expenses, including without limitation, attorney's fees, incurred by any party in connection with enforcing this Declaration against such Owner. In addition, the Board may adopt rules and regulations containing procedures for imposing reasonable fines for the breach by any Owner of any obligation contained herein. All such fines shall be Special Assessments against the Owner and the Owner's Lot.

Section 3. Assignment of Declarant Rights.

Declarant may elect to assign its rights under this Declaration, in whole or in part, at any time. When the Class B membership terminates, Declarant shall assign to the Board and/or the CDD, as may be appropriate, all of Declarant's rights under this Declaration not previously delegated or assigned.

Section 4. Severability.

Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any other provision hereof.

Section 5. Term; Survival.

This Declaration shall run with and bind the Property for a term of forty (40) years from the date it is recorded, and shall be automatically extended for successive periods of ten (10) years unless terminated by vote of Owners holding ninety percent (90%) of the votes of the Association. The easements granted and reserved herein shall survive any termination of this Declaration.

Section 6. Additional Restrictions.

Without the joinder of any other party, Declarant may subject portions of the Property to additional covenants, conditions, restrictions or limitations, provided that all such additional

provisions are consistent with the Statement of Purpose set forth in Article I and comply with the Development Order.

Section 7. Limited Liability.

Whenever in this Declaration Declarant is granted a right of approval, review, inspection or consent as to any matter, Declarant may exercise or refrain from exercising such right without liability in any form whatsoever to any Owner or other party.

Section 8. Counterpart Execution.

This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this ____ day of September, 2003.

Signed, sealed and delivered
in the presence of:

**EAGLE HARBOR AT FLEMING ISLAND
JOINT VENTURE**, a Florida joint venture

By: Northwest Crossings Corporation
Its General Partner

Deborah S. Struts
[Print or Type Name]

Minnie L. Green
[Print or Type Name]

By: David S. Stein
Its: Vice President

STATE OF NEW JERSEY
COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this 15th day of September, 2003, by DAVID S. STEIN, the VICE PRESIDENT of Northwest Crossings Corporation, a Delaware corporation, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said joint venture. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

Minnie L. Green
Signature of Notary
MINNIE L. GREEN

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

MINNIE L. GREEN
Notary Public, State of New Jersey
My Commission Expires August 12, 2008

By: EAST WEST PARTNERS OF
JACKSONVILLE, LIMITED
PARTNERSHIP, its general partner

By: EAST WEST PARTNERS OF
JACKSONVILLE, INC., its sole
general partner

By: [Signature]
Roger S. Arrowsmith, President

[Signature]
Print Name: Marilyn D. Ayers

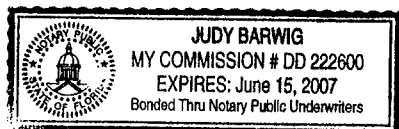
[Signature]
Print Name: JUDY BARWIG

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 17 day of Sept., 2003, by Roger S. Arrowsmith, President of East West Partners of Jacksonville, Inc., a Virginia corporation, as General Partner of East West Partners of Jacksonville, Limited Partnership, a Virginia limited partnership, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which is acting on behalf of said limited partnership, which is acting on behalf of said joint venture. Such person did not take an oath and: (notary must check applicable box)

- ☒ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}



[Signature]
Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

EXHIBIT "A"

THE PROPERTY

All those lands described on the following recorded Plats in the public records of Clay County, Florida:

EAGLE CREEK:

A PARCEL OF LAND SITUATED IN SECTIONS 6 AND 7, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE ON THE EASTERLY LINE THEREOF RUN SOUTH 06 DEGREES 35 MINUTES 17 SECONDS WEST 1210.10 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 43 SECONDS WEST 236.86 FEET; THENCE NORTH 06 DEGREES 35 MINUTES 17 SECONDS EAST 42.43 FEET; THENCE NORTH 83 DEGREES 24 MINUTES 43 SECONDS WEST 99.06 FEET; THENCE NORTH 47 DEGREES 09 MINUTES 17 SECONDS WEST 61.75 FEET; THENCE NORTH 67 DEGREES 28 MINUTES 55 SECONDS WEST 26.13 FEET; THENCE SOUTH 62 DEGREES 35 MINUTES 12 SECONDS WEST 184.95 FEET; THENCE SOUTH 82 DEGREES 53 MINUTES 54 SECONDS WEST 142.64 FEET; THENCE NORTH 57 DEGREES 42 MINUTES 43 SECONDS WEST 107.28 FEET; THENCE SOUTH 78 DEGREES 38 MINUTES 31 SECONDS WEST 167.29 FEET; THENCE NORTH 23 DEGREES 54 MINUTES 10 SECONDS WEST 13.54 FEET; THENCE NORTH 22 DEGREES 08 MINUTES 25 SECONDS WEST 58.13 FEET; THENCE NORTH 07 DEGREES 03 MINUTES 26 SECONDS EAST 32.72 FEET; THENCE NORTH 43 DEGREES 59 MINUTES 59 SECONDS EAST 28.28 FEET; THENCE NORTH 73 DEGREES 49 MINUTES 51 SECONDS EAST 58.95 FEET; THENCE NORTH 52 DEGREES 36 MINUTES 26 SECONDS EAST 66.23 FEET; THENCE NORTH 36 DEGREES 35 MINUTES 33 SECONDS EAST 58.96 FEET; THENCE NORTH 31 DEGREES 21 MINUTES 15 SECONDS EAST 69.61 FEET; THENCE NORTH 12 DEGREES 52 MINUTES 49 SECONDS WEST 47.27 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 30 SECONDS WEST 36.35 FEET; THENCE NORTH 19 DEGREES 58 MINUTES 19 SECONDS EAST 41.70 FEET; THENCE NORTH 62 DEGREES 11 MINUTES 01 SECOND EAST 85.54 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 53 SECONDS EAST 46.90 FEET; THENCE NORTH 73 DEGREES 19 MINUTES 27 SECONDS EAST 52.97 FEET; THENCE NORTH 16 DEGREES 40 MINUTES 05 SECONDS EAST 46.66 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 04 SECONDS EAST 21.54 FEET; THENCE NORTH 43 DEGREES 53 MINUTES 31 SECONDS EAST 26.17 FEET; THENCE NORTH 72 DEGREES 45 MINUTES 26 SECONDS EAST 65.92 FEET; THENCE NORTH 07 DEGREES 19 MINUTES 08 SECONDS EAST 43.17 FEET; THENCE NORTH 42 DEGREES 20 MINUTES 11 SECONDS EAST 40.81 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 29 SECONDS EAST 47.58 FEET; THENCE NORTH 01 DEGREE 36 MINUTES 03 SECONDS EAST 38.22 FEET; THENCE NORTH 03 DEGREES 26 MINUTES 09 SECONDS EAST 14.52 FEET; THENCE NORTH 52 DEGREES 24 MINUTES 51 SECONDS EAST 15.98 FEET; THENCE NORTH 30 DEGREES 15 MINUTES 24 SECONDS EAST 36.35 FEET; THENCE NORTH 50 DEGREES 51 MINUTES 04 SECONDS EAST 42.45 FEET; THENCE NORTH 29 DEGREES 09 MINUTES 48 SECONDS EAST 54.54 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 48 SECONDS EAST 48.65 FEET; THENCE NORTH 04 DEGREES 10 MINUTES 16 SECONDS WEST 47.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS EAST 43.51 FEET; THENCE NORTH 09 DEGREES 42 MINUTES 33 SECONDS WEST 47.02 FEET; THENCE NORTH 36 DEGREES 01 MINUTE 21 SECONDS WEST 54.22 FEET; THENCE NORTH 03 DEGREES 18 MINUTES 25 SECONDS EAST 43.61 FEET; THENCE NORTH 27 DEGREES 17 MINUTES 18 SECONDS WEST 52.28 FEET; THENCE NORTH 11 DEGREES 31 MINUTES 08 SECONDS WEST 101.93 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 55 SECONDS WEST 33.06 FEET; THENCE NORTH 41 DEGREES 25 MINUTES 52 SECONDS WEST 61.51 FEET; THENCE NORTH 03 DEGREES 10 MINUTES 23 SECONDS WEST 48.55 FEET; THENCE

NORTH 36 DEGREES 51 MINUTES 21 SECONDS WEST 44.01 FEET; THENCE NORTH 20 DEGREES 17 MINUTES 55 SECONDS WEST 22.80 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 49 SECONDS EAST 120.95 FEET; THENCE NORTH 74 DEGREES 34 MINUTES 08 SECONDS EAST 40.01 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 42 SECONDS EAST 31.62 FEET; THENCE NORTH 79 DEGREES 26 MINUTES 38 SECONDS EAST 27.93 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 38 SECONDS EAST 121.02 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 21 SECONDS EAST 52.20 FEET; THENCE NORTH 69 DEGREES 29 MINUTES 54 SECONDS EAST 36.06 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 18 SECONDS EAST 45.01 FEET; THENCE NORTH 77 DEGREES 06 MINUTES 50 SECONDS EAST 43.93 FEET; THENCE SOUTH 82 DEGREES 19 MINUTES 00 SECONDS EAST 28.72 FEET; THENCE SOUTH 53 DEGREES 00 MINUTES 18 SECONDS EAST 25.00 FEET; THENCE NORTH 36 DEGREES 59 MINUTES 42 SECONDS EAST 69.99 FEET; THENCE NORTH 37 DEGREES 11 MINUTES 33 SECONDS WEST 29.19 FEET; THENCE NORTH 21 DEGREES 32 MINUTES 02 SECONDS EAST 25.43 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 51 SECONDS EAST 34.86 FEET; THENCE NORTH 69 DEGREES 11 MINUTES 47 SECONDS WEST 26.07 FEET; THENCE NORTH 04 DEGREES 19 MINUTES 35 SECONDS EAST 142.65 FEET; THENCE NORTH 68 DEGREES 34 MINUTES 31 SECONDS EAST 15.41 FEET; THENCE NORTH 34 DEGREES 42 MINUTES 01 SECOND WEST 82.96 FEET; THENCE NORTH 09 DEGREES 26 MINUTES 12 SECONDS WEST 119.25 FEET; THENCE NORTH 27 DEGREES 28 MINUTES 18 SECONDS WEST 58.04 FEET; THENCE NORTH 32 DEGREES 10 MINUTES 08 SECONDS WEST 70.00 FEET; THENCE NORTH 01 DEGREE 58 MINUTES 05 SECONDS EAST 66.50 FEET; THENCE NORTH 28 DEGREES 13 MINUTES 14 SECONDS WEST 80.91 FEET; THENCE NORTH 82 DEGREES 31 MINUTES 06 SECONDS WEST 25.81 FEET; THENCE NORTH 29 DEGREES 40 MINUTES 54 SECONDS WEST 58.05 FEET; THENCE NORTH 26 DEGREES 21 MINUTES 11 SECONDS WEST 70.43 FEET; THENCE NORTH 40 DEGREES 55 MINUTES 12 SECONDS WEST 53.24 FEET; THENCE NORTH 39 DEGREES 05 MINUTES 59 SECONDS WEST 87.86 FEET; THENCE NORTH 38 DEGREES 54 MINUTES 02 SECONDS EAST 11.38 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 33 SECONDS WEST 46.21 FEET; THENCE NORTH 15 DEGREES 59 MINUTES 27 SECONDS WEST 22.40 FEET; THENCE NORTH 39 DEGREES 01 MINUTE 37 SECONDS WEST 50.55 FEET; THENCE SOUTH 65 DEGREES 30 MINUTES 38 SECONDS WEST 44.76 FEET; THENCE NORTH 58 DEGREES 18 MINUTES 08 SECONDS WEST 80.12 FEET; THENCE NORTH 38 DEGREES 33 MINUTES 25 SECONDS WEST 90.39 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 27 SECONDS WEST 59.63 FEET; THENCE NORTH 21 DEGREES 05 MINUTES 23 SECONDS WEST 43.08 FEET; THENCE NORTH 08 DEGREES 36 MINUTES 29 SECONDS WEST 28.70 FEET; THENCE NORTH 55 DEGREES 46 MINUTES 41 SECONDS EAST 42.98 FEET; THENCE NORTH 11 DEGREES 30 MINUTES 31 SECONDS EAST 49.09 FEET; THENCE NORTH 11 DEGREES 05 MINUTES 22 SECONDS EAST 50.98 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 25 SECONDS EAST 43.81 FEET; THENCE NORTH 38 DEGREES 52 MINUTES 45 SECONDS EAST 70.62 FEET; THENCE NORTH 26 DEGREES 38 MINUTES 18 SECONDS EAST 43.83 FEET; THENCE NORTH 40 DEGREES 56 MINUTES 27 SECONDS EAST 52.91 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 55 SECONDS EAST 44.41 FEET; THENCE NORTH 34 DEGREES 42 MINUTES 40 SECONDS EAST 107.57 FEET; THENCE NORTH 74 DEGREES 20 MINUTES 39 SECONDS EAST 140.35 FEET; THENCE NORTH 86 DEGREES 11 MINUTES 54 SECONDS EAST 53.67 FEET; THENCE SOUTH 59 DEGREES 21 MINUTES 46 SECONDS EAST 94.90 FEET; THENCE NORTH 73 DEGREES 03 MINUTES 19 SECONDS EAST 76.69 FEET; THENCE SOUTH 50 DEGREES 43 MINUTES 56 SECONDS EAST 56.32 FEET; THENCE SOUTH 45 DEGREES 36 MINUTES 21 SECONDS EAST 62.39 FEET; THENCE SOUTH 60 DEGREES 53 MINUTES 47 SECONDS EAST 36.22 FEET; THENCE SOUTH 46 DEGREES 47 MINUTES 14 SECONDS EAST 62.97 FEET; THENCE SOUTH 88 DEGREES 11 MINUTES 12 SECONDS EAST 61.10 FEET TO THE EASTERLY LINE OF SAID SECTION 6; THENCE ON LAST SAID LINE SOUTH 04 DEGREES 19 MINUTES 35 SECONDS WEST 762.77 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 237, PAGE 674 THE PUBLIC RECORDS OF SAID COUNTY; THENCE ON THE NORTH LINE THEREOF NORTH 89 DEGREES 12 MINUTES 42 SECONDS EAST 1852.37 FEET TO THE WESTERLY LINE OF OLD HARD ROAD; THENCE ON LAST SAID LINE SOUTH 18 DEGREES 51

MINUTES 14 SECONDS EAST 84.15 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 237, PAGE 674; THENCE ON LAST SAID LINE SOUTH 89 DEGREES 12 MINUTES 42 SECONDS WEST 1885.63 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ON SAID EASTERLY LINE OF SECTION 6 SOUTH 04 DEGREES 19 MINUTES 35 SECONDS WEST 1113.79 FEET TO THE POINT OF BEGINNING, BEING 44.951 ACRES, MORE OR LESS, IN AREA.

SPRING CREEK:

A PARCEL OF LAND SITUATED IN SECTIONS 7 AND 8, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE ON THE EASTERLY LINE THEREOF RUN THE FOLLOWING 2 COURSES: 1) SOUTH 06 DEGREES 35 MINUTES 17 SECONDS WEST 1210.10 FEET TO THE POINT OF BEGINNING; 2) SOUTH 06 DEGREES 35 MINUTES 17 SECONDS WEST 819.86 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 42 SECONDS EAST 1176.13 FEET; THENCE SOUTH 19 DEGREES 06 MINUTES 22 SECONDS EAST 90.46 FEET; THENCE SOUTH 28 DEGREES 21 MINUTES 23 SECONDS WEST 91.25 FEET; THENCE SOUTH 52 DEGREES 22 MINUTES 00 SECONDS WEST 68.75 FEET; THENCE SOUTH 31 DEGREES 13 MINUTES 49 SECONDS WEST 42.90 FEET; THENCE SOUTH 51 DEGREES 23 MINUTES 10 SECONDS WEST 49.80 FEET; THENCE SOUTH 38 DEGREES 59 MINUTES 06 SECONDS WEST 41.64 FEET; THENCE SOUTH 86 DEGREES 39 MINUTES 51 SECONDS WEST 32.45 FEET; THENCE SOUTH 63 DEGREES 32 MINUTES 53 SECONDS WEST 65.56 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 52 SECONDS EAST 179.34 FEET; THENCE SOUTH 06 DEGREES 17 MINUTES 34 SECONDS WEST 69.85 FEET; THENCE SOUTH 45 DEGREES 19 MINUTES 05 SECONDS WEST 71.00 FEET; THENCE SOUTH 36 DEGREES 42 MINUTES 56 SECONDS WEST 262.89 FEET; THENCE SOUTH 69 DEGREES 52 MINUTES 09 SECONDS WEST 240.91 FEET; THENCE NORTH 67 DEGREES 16 MINUTES 06 SECONDS WEST 228.58 FEET; THENCE NORTH 54 DEGREES 42 MINUTES 40 SECONDS WEST 185.05 FEET; THENCE NORTH 33 DEGREES 45 MINUTES 58 SECONDS WEST 340.94 FEET; THENCE NORTH 16 DEGREES 25 MINUTES 21 SECONDS WEST 193.23 FEET; THENCE SOUTH 58 DEGREES 27 MINUTES 19 SECONDS WEST 229.61 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 43.24 FEET, THE BEARING OF SAID CHORD BEING SOUTH 12 DEGREES 20 MINUTES 41 SECONDS WEST; THENCE SOUTH 33 DEGREES 45 MINUTES 58 SECONDS EAST 10.74 FEET; THENCE SOUTH 56 DEGREES 14 MINUTES 02 SECONDS WEST 50.00 FEET; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 41.60 FEET, THE BEARING OF SAID CHORD BEING NORTH 77 DEGREES 39 MINUTES 19 SECONDS WEST; THENCE SOUTH 58 DEGREES 27 MINUTES 19 SECONDS WEST 9.38 FEET; THENCE NORTH 31 DEGREES 32 MINUTES 41 SECONDS WEST 80.00 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 39.68 FEET, THE BEARING OF SAID CHORD BEING NORTH 17 DEGREES 03 MINUTES 25 SECONDS EAST; THENCE NORTH 24 DEGREES 20 MINUTES 30 SECONDS WEST 82.09 FEET; THENCE SOUTH 65 DEGREES 39 MINUTES 30 SECONDS WEST 107.65 FEET; THENCE NORTH 79 DEGREES 09 MINUTES 21 SECONDS WEST 213.28 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 362.00 FEET, RUN A CHORD DISTANCE OF 75.94 FEET, THE BEARING OF SAID CHORD BEING NORTH 01 DEGREE 10 MINUTES 18 SECONDS EAST; THENCE NORTH 04 DEGREES 50 MINUTES 57 SECONDS WEST 122.20 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 412.00 FEET, RUN A CHORD DISTANCE OF 87.67 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 57 MINUTES 25 SECONDS WEST; THENCE NORTH 64 DEGREES 16 MINUTES 42 SECONDS WEST 21.02 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 12 SECONDS WEST 159.72 FEET; THENCE NORTH 52 DEGREES 56 MINUTES 18 SECONDS WEST 79.04 FEET; THENCE NORTH 61 DEGREES 23 MINUTES 06 SECONDS WEST 48.35 FEET; THENCE NORTH 21 DEGREES 54 MINUTES 58 SECONDS WEST 39.19 FEET; THENCE NORTH 03 DEGREES 23 MINUTES 13 SECONDS WEST 57.50 FEET; THENCE NORTH 01 DEGREE 54 MINUTES 45 SECONDS WEST 57.90 FEET; THENCE NORTH 06 DEGREES 16 MINUTES 00 SECONDS EAST 60.42 FEET; THENCE NORTH 47 DEGREES 20 MINUTES 21 SECONDS EAST 47.48 FEET; THENCE NORTH 51 DEGREES 14 MINUTES 25 SECONDS EAST 45.33 FEET; THENCE NORTH 34 DEGREES 39 MINUTES 25 SECONDS EAST 47.81 FEET; THENCE NORTH 15 DEGREES 48 MINUTES 23 SECONDS EAST

43.09 FEET; THENCE NORTH 16 DEGREES 58 MINUTES 35 SECONDS EAST 62.03 FEET; THENCE NORTH 12 DEGREES 01 MINUTE 29 SECONDS EAST 52.28 FEET; THENCE NORTH 23 DEGREES 44 MINUTES 42 SECONDS EAST 36.98 FEET; THENCE NORTH 78 DEGREES 08 MINUTES 22 SECONDS EAST 58.11 FEET; THENCE NORTH 87 DEGREES 04 MINUTES 54 SECONDS EAST 57.79 FEET; THENCE NORTH 88 DEGREES 28 MINUTES 13 SECONDS EAST 75.90 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 48 SECONDS EAST 87.81 FEET; THENCE SOUTH 40 DEGREES 55 MINUTES 51 SECONDS EAST 98.72 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 43 SECONDS EAST 66.87 FEET; THENCE NORTH 71 DEGREES 54 MINUTES 36 SECONDS WEST 30.66 FEET; THENCE SOUTH 67 DEGREES 03 MINUTES 29 SECONDS WEST 60.75 FEET; THENCE SOUTH 07 DEGREES 33 MINUTES 15 SECONDS WEST 69.27 FEET; THENCE SOUTH 32 DEGREES 27 MINUTES 29 SECONDS EAST 46.91 FEET; THENCE SOUTH 10 DEGREES 59 MINUTES 18 SECONDS EAST 54.19 FEET; THENCE SOUTH 28 DEGREES 42 MINUTES 17 SECONDS EAST 73.92 FEET; THENCE NORTH 83 DEGREES 14 MINUTES 30 SECONDS EAST 109.97 FEET; THENCE NORTH 28 DEGREES 11 MINUTES 13 SECONDS EAST 26.24 FEET; THENCE NORTH 86 DEGREES 27 MINUTES 43 SECONDS EAST 8.89 FEET; THENCE NORTH 18 DEGREES 08 MINUTES 02 SECONDS EAST 63.90 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 29 SECONDS EAST 56.17 FEET; THENCE NORTH 54 DEGREES 52 MINUTES 37 SECONDS EAST 106.45 FEET; THENCE NORTH 78 DEGREES 19 MINUTES 03 SECONDS EAST 24.17 FEET; THENCE NORTH 53 DEGREES 01 MINUTE 28 SECONDS EAST 60.14 FEET; THENCE SOUTH 83 DEGREES 23 MINUTES 41 SECONDS EAST 71.76 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 95.00 FEET, RUN A CHORD DISTANCE OF 20.13 FEET, THE BEARING OF SAID CHORD BEING NORTH 29 DEGREES 25 MINUTES 23 SECONDS WEST; THENCE NORTH 35 DEGREES 30 MINUTES 18 SECONDS WEST 69.86 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 205.00 FEET, RUN A CHORD DISTANCE OF 147.24 FEET, THE BEARING OF SAID CHORD BEING NORTH 14 DEGREES 27 MINUTES 31 SECONDS WEST; THENCE NORTH 06 DEGREES 35 MINUTES 17 SECONDS EAST 90.47 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 43 SECONDS EAST 15.00 FEET; THENCE SOUTH 06 DEGREES 35 MINUTES 17 SECONDS WEST 42.43 FEET; THENCE SOUTH 83 DEGREES 24 MINUTES 43 SECONDS EAST 236.86 FEET TO THE POINT OF BEGINNING, BEING 38.176 ACRES, MORE OR LESS, IN AREA.

CYPRESS CREEK:

A PARCEL OF LAND SITUATED IN SECTIONS 7 AND 8, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 7; THENCE ON THE EASTERLY LINE THEREOF RUN SOUTH 06 DEGREES 35 MINUTES 17 SECONDS WEST 2226.47 FEET; THENCE SOUTH 58 DEGREES 27 MINUTES 19 SECONDS WEST 84.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 25 MINUTES 21 SECONDS EAST 193.23 FEET; THENCE SOUTH 33 DEGREES 45 MINUTES 58 SECONDS EAST 340.94 FEET; THENCE SOUTH 54 DEGREES 42 MINUTES 40 SECONDS EAST 185.05 FEET; THENCE SOUTH 67 DEGREES 16 MINUTES 06 SECONDS EAST 228.58 FEET; THENCE NORTH 69 DEGREES 52 MINUTES 09 SECONDS EAST 240.91 FEET; THENCE NORTH 36 DEGREES 42 MINUTES 56 SECONDS EAST 262.89 FEET; THENCE NORTH 45 DEGREES 19 MINUTES 05 SECONDS EAST 55.13 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 484.00 FEET, RUN A CHORD DISTANCE OF 193.31 FEET, THE BEARING OF SAID CHORD BEING SOUTH 04 DEGREES 57 MINUTES 48 SECONDS EAST; THENCE SOUTH 12 DEGREES 58 MINUTES 05 SECONDS WEST 19.88 FEET; THENCE SOUTH 28 DEGREES 48 MINUTES 38 SECONDS EAST 68.51 FEET; THENCE SOUTH 39 DEGREES 00 MINUTES 07 SECONDS EAST 82.71 FEET; THENCE SOUTH 40 DEGREES 40 MINUTES 59 SECONDS EAST 124.46 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 20 ACRE PARK AS DESCRIBED IN OFFICIAL RECORDS BOOK 1323, PAGE 466, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ON LAST SAID LINE SOUTH 35 DEGREES 58 MINUTES 44 SECONDS EAST 226.36 FEET; THENCE SOUTH 03 DEGREES 12 MINUTES 50 SECONDS EAST 54.13 FEET; THENCE SOUTH 10 DEGREES 55 MINUTES 03 SECONDS WEST 39.05 FEET; THENCE SOUTH 20 DEGREES 50 MINUTES 31 SECONDS EAST 12.65 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 02 SECONDS EAST 56.01 FEET; THENCE SOUTH 09 DEGREES 05 MINUTES 23 SECONDS WEST 60.21 FEET; THENCE SOUTH 01 DEGREE 04 MINUTES 57 SECONDS WEST 82.15 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 09 SECONDS WEST 68.07 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 11 SECONDS WEST 48.57 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 59 SECONDS WEST 110.41 FEET; THENCE SOUTH 21 DEGREES 18 MINUTES 16 SECONDS WEST 45.15 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 02 SECONDS WEST 52.52 FEET; THENCE SOUTH 49 DEGREES 37 MINUTES 19 SECONDS WEST 56.67 FEET; THENCE SOUTH 39 DEGREES 01 MINUTE 01 SECOND WEST 67.14 FEET; THENCE SOUTH 41 DEGREES 00 MINUTES 39 SECONDS WEST 42.32 FEET; THENCE SOUTH 33 DEGREES 49 MINUTES 32 SECONDS WEST 54.01 FEET; THENCE SOUTH 42 DEGREES 29 MINUTES 51 SECONDS WEST 56.23 FEET; THENCE SOUTH 33 DEGREES 24 MINUTES 38 SECONDS WEST 49.97 FEET; THENCE NORTH 55 DEGREES 47 MINUTES 51 SECONDS WEST 38.64 FEET; THENCE SOUTH 49 DEGREES 04 MINUTES 28 SECONDS WEST 56.24 FEET; THENCE SOUTH 09 DEGREES 39 MINUTES 43 SECONDS WEST 37.68 FEET; THENCE SOUTH 11 DEGREES 14 MINUTES 40 SECONDS WEST 46.39 FEET; THENCE SOUTH 52 DEGREES 40 MINUTES 32 SECONDS EAST 37.04 FEET; THENCE SOUTH 12 DEGREES 43 MINUTES 05 SECONDS EAST 21.97 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 53 SECONDS WEST 34.27 FEET; THENCE SOUTH 08 DEGREES 53 MINUTES 48 SECONDS WEST 35.35 FEET; THENCE SOUTH 07 DEGREES 30 MINUTES 24 SECONDS WEST 29.74 FEET; THENCE SOUTH 19 DEGREES 17 MINUTES 14 SECONDS WEST 27.60 FEET; THENCE SOUTH 17 DEGREES 41 MINUTES 35 SECONDS WEST 25.49 FEET; THENCE SOUTH 55 DEGREES 36 MINUTES 57 SECONDS WEST 24.56 FEET; THENCE SOUTH 18 DEGREES 51 MINUTES 03 SECONDS WEST 41.83 FEET; THENCE SOUTH 06 DEGREES 27 MINUTES 10 SECONDS WEST 30.31 FEET; THENCE SOUTH 26 DEGREES 21 MINUTES 32 SECONDS WEST 20.52 FEET; THENCE SOUTH 18 DEGREES 47 MINUTES 54 SECONDS WEST 23.81 FEET; THENCE SOUTH 26 DEGREES 32 MINUTES 40 SECONDS WEST 32.51 FEET; THENCE SOUTH 51 DEGREES 49 MINUTES 20 SECONDS WEST 45.35 FEET; THENCE SOUTH 42 DEGREES 53 MINUTES 20 SECONDS WEST 45.72 FEET; THENCE SOUTH 18 DEGREES 05 MINUTES 31 SECONDS WEST 51.63 FEET; THENCE SOUTH 04 DEGREES

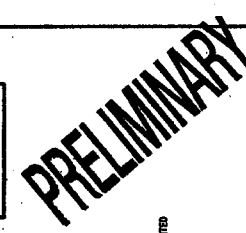
38 MINUTES 50 SECONDS WEST 18.01 FEET; THENCE SOUTH 60 DEGREES 22 MINUTES 57 SECONDS WEST 21.90 FEET; THENCE SOUTH 84 DEGREES 09 MINUTES 45 SECONDS WEST 26.18 FEET; THENCE SOUTH 83 DEGREES 19 MINUTES 48 SECONDS WEST 38.09 FEET; THENCE SOUTH 71 DEGREES 05 MINUTES 59 SECONDS WEST 35.99 FEET; THENCE NORTH 78 DEGREES 04 MINUTES 30 SECONDS WEST 39.43 FEET; THENCE SOUTH 54 DEGREES 30 MINUTES 15 SECONDS WEST 58.92 FEET; THENCE SOUTH 28 DEGREES 26 MINUTES 38 SECONDS WEST 13.85 FEET; THENCE NORTH 86 DEGREES 15 MINUTES 44 SECONDS WEST 27.53 FEET; THENCE NORTH 65 DEGREES 41 MINUTES 24 SECONDS WEST 40.52 FEET; THENCE NORTH 55 DEGREES 49 MINUTES 38 SECONDS WEST 49.74 FEET; THENCE NORTH 72 DEGREES 21 MINUTES 35 SECONDS WEST 30.36 FEET; THENCE NORTH 51 DEGREES 16 MINUTES 39 SECONDS WEST 35.24 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 56 SECONDS WEST 44.66 FEET; THENCE NORTH 44 DEGREES 41 MINUTES 09 SECONDS WEST 35.39 FEET; THENCE NORTH 56 DEGREES 24 MINUTES 00 SECONDS WEST 31.40 FEET; THENCE NORTH 27 DEGREES 42 MINUTES 34 SECONDS WEST 25.29 FEET; THENCE NORTH 04 DEGREES 25 MINUTES 41 SECONDS EAST 46.99 FEET; THENCE NORTH 23 DEGREES 19 MINUTES 50 SECONDS WEST 42.23 FEET; THENCE NORTH 04 DEGREES 15 MINUTES 41 SECONDS WEST 38.85 FEET; THENCE NORTH 25 DEGREES 37 MINUTES 16 SECONDS WEST 52.42 FEET; THENCE NORTH 10 DEGREES 54 MINUTES 05 SECONDS EAST 43.40 FEET; THENCE NORTH 14 DEGREES 39 MINUTES 45 SECONDS EAST 38.56 FEET; THENCE NORTH 10 DEGREES 45 MINUTES 31 SECONDS EAST 39.89 FEET; THENCE NORTH 08 DEGREES 44 MINUTES 09 SECONDS EAST 17.95 FEET; THENCE NORTH 53 DEGREES 49 MINUTES 20 SECONDS EAST 33.75 FEET; THENCE NORTH 08 DEGREES 14 MINUTES 16 SECONDS EAST 32.05 FEET; THENCE NORTH 22 DEGREES 48 MINUTES 43 SECONDS EAST 31.72 FEET; THENCE NORTH 20 DEGREES 13 MINUTES 09 SECONDS WEST 46.13 FEET; THENCE NORTH 20 DEGREES 50 MINUTES 11 SECONDS WEST 63.38 FEET; THENCE NORTH 06 DEGREES 43 MINUTES 49 SECONDS EAST 28.45 FEET; THENCE NORTH 24 DEGREES 14 MINUTES 01 SECOND WEST 41.15 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 21 SECONDS WEST 31.89 FEET; THENCE NORTH 03 DEGREES 39 MINUTES 50 SECONDS EAST 45.30 FEET; THENCE NORTH 19 DEGREES 30 MINUTES 20 SECONDS WEST 56.28 FEET; THENCE NORTH 58 DEGREES 55 MINUTES 43 SECONDS WEST 18.09 FEET; THENCE NORTH 20 DEGREES 45 MINUTES 59 SECONDS EAST 44.99 FEET; THENCE NORTH 05 DEGREES 58 MINUTES 11 SECONDS EAST 62.96 FEET; THENCE NORTH 10 DEGREES 03 MINUTES 36 SECONDS WEST 73.46 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 30 SECONDS WEST 61.82 FEET; THENCE NORTH 04 DEGREES 46 MINUTES 32 SECONDS WEST 41.65 FEET; THENCE NORTH 22 DEGREES 30 MINUTES 08 SECONDS EAST 37.82 FEET; THENCE NORTH 24 DEGREES 20 MINUTES 34 SECONDS EAST 34.60 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 15 SECONDS EAST 59.07 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 44.27 FEET; THENCE NORTH 18 DEGREES 49 MINUTES 29 SECONDS EAST 42.00 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 59 SECONDS WEST 36.40 FEET; THENCE NORTH 14 DEGREES 38 MINUTES 24 SECONDS EAST 41.11 FEET; THENCE NORTH 25 DEGREES 57 MINUTES 00 SECONDS EAST 32.25 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 05 SECONDS WEST 14.87 FEET; THENCE NORTH 03 DEGREES 26 MINUTES 02 SECONDS EAST 46.71 FEET; THENCE SOUTH 35 DEGREES 48 MINUTES 56 SECONDS WEST 84.12 FEET; THENCE SOUTH 04 DEGREES 26 MINUTES 36 SECONDS WEST 45.41 FEET; THENCE SOUTH 12 DEGREES 59 MINUTES 55 SECONDS WEST 40.17 FEET; THENCE NORTH 61 DEGREES 24 MINUTES 38 SECONDS WEST 42.83 FEET; THENCE NORTH 31 DEGREES 10 MINUTES 09 SECONDS WEST 71.05 FEET; THENCE NORTH 38 DEGREES 56 MINUTES 26 SECONDS WEST 49.63 FEET; THENCE NORTH 62 DEGREES 18 MINUTES 57 SECONDS WEST 31.52 FEET; THENCE NORTH 28 DEGREES 57 MINUTES 07 SECONDS WEST 65.90 FEET; THENCE NORTH 35 DEGREES 16 MINUTES 53 SECONDS WEST 48.82 FEET; THENCE NORTH 31 DEGREES 01 MINUTE 07 SECONDS WEST 51.63 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 23 SECONDS EAST 51.86 FEET; THENCE NORTH 34 DEGREES 09 MINUTES 55 SECONDS WEST 40.03 FEET; THENCE NORTH 87 DEGREES 53 MINUTES 59 SECONDS WEST 58.73 FEET; THENCE SOUTH 12 DEGREES 12 MINUTES 39 SECONDS EAST 53.67 FEET; THENCE SOUTH 21 DEGREES 44 MINUTES 34 SECONDS WEST 28.84 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 23

SECONDS EAST 78.83 FEET; THENCE SOUTH 24 DEGREES 30 MINUTES 15 SECONDS EAST 51.29 FEET; THENCE SOUTH 47 DEGREES 04 MINUTES 51 SECONDS EAST 39.14 FEET; THENCE SOUTH 34 DEGREES 03 MINUTES 45 SECONDS EAST 57.78 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 38 SECONDS EAST 55.01 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 23 SECONDS EAST 42.63 FEET; THENCE SOUTH 42 DEGREES 58 MINUTES 58 SECONDS EAST 36.92 FEET; THENCE SOUTH 36 DEGREES 05 MINUTES 59 SECONDS EAST 41.48 FEET; THENCE SOUTH 34 DEGREES 06 MINUTES 11 SECONDS EAST 54.51 FEET; THENCE SOUTH 64 DEGREES 03 MINUTES 27 SECONDS EAST 14.06 FEET; THENCE SOUTH 15 DEGREES 57 MINUTES 27 SECONDS WEST 27.59 FEET; THENCE SOUTH 45 DEGREES 08 MINUTES 59 SECONDS WEST 24.08 FEET; THENCE SOUTH 28 DEGREES 28 MINUTES 16 SECONDS WEST 25.71 FEET; THENCE NORTH 55 DEGREES 31 MINUTES 12 SECONDS WEST 30.28 FEET; THENCE NORTH 82 DEGREES 05 MINUTES 06 SECONDS WEST 52.10 FEET; THENCE SOUTH 63 DEGREES 57 MINUTES 00 SECONDS WEST 49.33 FEET; THENCE SOUTH 43 DEGREES 13 MINUTES 58 SECONDS WEST 52.09 FEET; THENCE SOUTH 18 DEGREES 01 MINUTE 39 SECONDS EAST 58.90 FEET; THENCE SOUTH 72 DEGREES 15 MINUTES 05 SECONDS EAST 65.87 FEET; THENCE SOUTH 23 DEGREES 04 MINUTES 20 SECONDS WEST 50.51 FEET; THENCE SOUTH 21 DEGREES 24 MINUTES 46 SECONDS WEST 26.51 FEET; THENCE SOUTH 64 DEGREES 01 MINUTE 45 SECONDS WEST 41.14 FEET; THENCE SOUTH 12 DEGREES 31 MINUTES 43 SECONDS WEST 43.02 FEET; THENCE SOUTH 64 DEGREES 19 MINUTES 19 SECONDS WEST 32.73 FEET; THENCE SOUTH 03 DEGREES 38 MINUTES 19 SECONDS WEST 54.55 FEET; THENCE SOUTH 18 DEGREES 01 MINUTE 39 SECONDS EAST 29.93 FEET; THENCE SOUTH 28 DEGREES 04 MINUTES 28 SECONDS WEST 22.61 FEET; THENCE SOUTH 26 DEGREES 24 MINUTES 59 SECONDS WEST 38.47 FEET; THENCE SOUTH 01 DEGREE 24 MINUTES 46 SECONDS WEST 54.74 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST 32.48 FEET; THENCE SOUTH 01 DEGREE 14 MINUTES 41 SECONDS EAST 24.09 FEET; THENCE SOUTH 14 DEGREES 29 MINUTES 16 SECONDS EAST 38.76 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN WILDLIFE CORRIDOR AS DESCRIBED IN OFFICIAL RECORDS BOOK 1323, PAGE 492, OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 45 DEGREES 28 MINUTES 18 SECONDS WEST 1145.58 FEET; THENCE NORTH 59 DEGREES 31 MINUTES 07 SECONDS EAST 16.25 FEET; THENCE NORTH 07 DEGREES 45 MINUTES 22 SECONDS EAST 68.44 FEET; THENCE NORTH 76 DEGREES 15 MINUTES 27 SECONDS WEST 45.91 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 53 SECONDS WEST 61.72 FEET; THENCE NORTH 53 DEGREES 29 MINUTES 48 SECONDS WEST 52.00 FEET; THENCE NORTH 58 DEGREES 18 MINUTES 22 SECONDS WEST 64.51 FEET; THENCE NORTH 29 DEGREES 28 MINUTES 33 SECONDS WEST 42.56 FEET; THENCE NORTH 23 DEGREES 16 MINUTES 45 SECONDS WEST 59.85 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 36 SECONDS WEST 71.52 FEET; THENCE NORTH 21 DEGREES 44 MINUTES 20 SECONDS EAST 70.52 FEET; THENCE NORTH 75 DEGREES 10 MINUTES 14 SECONDS EAST 12.46 FEET; THENCE NORTH 22 DEGREES 16 MINUTES 01 SECOND WEST 48.20 FEET; THENCE NORTH 30 DEGREES 52 MINUTES 03 SECONDS WEST 33.94 FEET; THENCE NORTH 10 DEGREES 19 MINUTES 52 SECONDS EAST 39.09 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 15 SECONDS WEST 57.84 FEET; THENCE NORTH 06 DEGREES 18 MINUTES 32 SECONDS WEST 59.72 FEET; THENCE NORTH 21 DEGREES 45 MINUTES 35 SECONDS WEST 52.90 FEET; THENCE NORTH 29 DEGREES 21 MINUTES 16 SECONDS WEST 37.34 FEET; THENCE NORTH 04 DEGREES 51 MINUTES 55 SECONDS WEST 60.46 FEET; THENCE NORTH 02 DEGREES 39 MINUTES 36 SECONDS WEST 55.11 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 10 SECONDS EAST 20.00 FEET; THENCE NORTH 47 DEGREES 50 MINUTES 57 SECONDS EAST 34.47 FEET; THENCE SOUTH 87 DEGREES 08 MINUTES 52 SECONDS EAST 58.13 FEET; THENCE NORTH 41 DEGREES 40 MINUTES 43 SECONDS EAST 62.25 FEET; THENCE NORTH 20 DEGREES 31 MINUTES 02 SECONDS EAST 83.89 FEET; THENCE SOUTH 58 DEGREES 08 MINUTES 26 SECONDS WEST 120.18 FEET; THENCE NORTH 86 DEGREES 24 MINUTES 37 SECONDS WEST 50.42 FEET; THENCE SOUTH 71 DEGREES 47 MINUTES 18 SECONDS WEST 38.86 FEET; THENCE NORTH 63 DEGREES 11 MINUTES 40 SECONDS WEST 18.31 FEET; THENCE NORTH 38 DEGREES 48 MINUTES 15 SECONDS WEST 54.49 FEET; THENCE NORTH 29 DEGREES 52 MINUTES 12 SECONDS WEST

51.04 FEET; THENCE NORTH 15 DEGREES 10 MINUTES 29 SECONDS WEST 65.98 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 26 SECONDS WEST 67.31 FEET; THENCE NORTH 06 DEGREES 45 MINUTES 00 SECONDS EAST 55.78 FEET; THENCE NORTH 01 DEGREE 11 MINUTES 05 SECONDS WEST 53.27 FEET; THENCE NORTH 26 DEGREES 50 MINUTES 53 SECONDS EAST 41.88 FEET; THENCE NORTH 36 DEGREES 11 MINUTES 43 SECONDS EAST 78.42 FEET; THENCE NORTH 44 DEGREES 06 MINUTES 06 SECONDS EAST 44.95 FEET; THENCE NORTH 66 DEGREES 38 MINUTES 44 SECONDS EAST 39.14 FEET; THENCE SOUTH 84 DEGREES 47 MINUTES 43 SECONDS EAST 25.20 FEET; THENCE SOUTH 75 DEGREES 29 MINUTES 38 SECONDS EAST 48.30 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 46 SECONDS EAST 61.24 FEET; THENCE SOUTH 85 DEGREES 37 MINUTES 17 SECONDS EAST 54.51 FEET; THENCE SOUTH 60 DEGREES 16 MINUTES 38 SECONDS EAST 72.64 FEET; THENCE SOUTH 64 DEGREES 16 MINUTES 42 SECONDS EAST 215.72 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 412.00 FEET, RUN A CHORD DISTANCE OF 87.67 FEET, THE BEARING OF SAID CHORD BEING SOUTH 10 DEGREES 57 MINUTES 25 SECONDS EAST; THENCE SOUTH 04 DEGREES 50 MINUTES 57 SECONDS EAST 122.20 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 362.00 FEET, RUN A CHORD DISTANCE OF 75.94 FEET, THE BEARING OF SAID CHORD BEING SOUTH 01 DEGREE 10 MINUTES 18 SECONDS WEST; THENCE SOUTH 79 DEGREES 09 MINUTES 21 SECONDS EAST 213.28 FEET; THENCE NORTH 65 DEGREES 39 MINUTES 30 SECONDS EAST 107.65 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 30 SECONDS EAST 82.09 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 39.68 FEET, THE BEARING OF SAID CHORD BEING SOUTH 17 DEGREES 03 MINUTES 25 SECONDS WEST; THENCE SOUTH 31 DEGREES 32 MINUTES 41 SECONDS EAST 80.00 FEET; THENCE NORTH 58 DEGREES 27 MINUTES 19 SECONDS EAST 9.38 FEET; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 41.60 FEET, THE BEARING OF SAID CHORD BEING SOUTH 77 DEGREES 39 MINUTES 19 SECONDS EAST; THENCE NORTH 56 DEGREES 14 MINUTES 02 SECONDS EAST 50.00 FEET; THENCE NORTH 33 DEGREES 45 MINUTES 58 SECONDS WEST 10.74 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, RUN A CHORD DISTANCE OF 43.24 FEET, THE BEARING OF SAID CHORD BEING NORTH 12 DEGREES 20 MINUTES 41 SECONDS EAST; THENCE NORTH 58 DEGREES 27 MINUTES 19 SECONDS EAST 229.61 FEET TO THE POINT OF BEGINNING, BEING 74.153 ACRES, MORE OR LESS, IN AREA.

EXHIBIT B

[See attached pages of the Eagle Creek, Spring Creek and Cypress Creek Plats]



CYPRESS CREEK AT EAGLE HARBOR
PART OF SECTIONS 7 & 8, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA

