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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR DANIELS LANDING MARINA**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR DANIELS LANDING MARINA (the "**Declaration**") is made as of this 24 day of April, 2008. *All capitalized terms used but not immediately thereafter defined shall have the meanings ascribed thereto elsewhere in this Declaration.*

WITNESSETH:

WHEREAS, Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, ("**Developer**"), is the developer of a thirty-one (31) lot residential community known as Daniels Landing at Eagle Harbor ("**Daniels Landing**") as described in the Plat;

WHEREAS, Developer obtained the necessary permits (the St. Johns River Water Management Permit and the Consent to Use Submerged Lands and Army Corps of Engineers Permit (together, the "**Permits**")) to construct a marina facility for Daniels Landing.

WHEREAS, Developer constructed the marina facility consisting of a dock and nine (9) Boat Slips for the use and benefit of the lot owners in Daniels Landing who agree to join in an consent to this Declaration (the "**Participating Lot Owners**");

WHEREAS, at the date of execution hereof, there are EIGHTEEN (18) Participating Lot Owners, as evidenced by the Consent and Joinders attached hereto as Exhibit A;

WHEREAS, Developer intends to sell licenses to use seven (7) Boat Slips to Participating Lot Owners, which Boat Slip Owners shall have an ownership interest that shall run with the Lot owned by such Boat Slip Owner, except as otherwise provided herein,

WHEREAS, Developer intends for all Participating Lot Owners to have the non-exclusive use and enjoyment of two (2) non-assigned Boat Slips, the Dock, and any other portion of the Marina, not including any assigned Boat Slips;

WHEREAS, Developer owns (i) the Permits; (ii) the Wetlands; (iii) the Uplands; and (iv) the marina facility improvements, including the Dock and Boat Slips located on the Dock Parcel and constructed over submerged land in Doctor's Lake pursuant to the Permits;

WHEREAS, Developer desires to establish certain covenants, conditions, restrictions and easements within the Property for the mutual benefit of Developer, the Participating Lot Owners, and the Boat Slip Owners.

NOW, THEREFORE, in consideration of the foregoing, the sum of \$10.00 and the mutual benefits to be derived herefrom, it is declared as follows:

ARTICLE ONE

DEFINITIONS

1.01. Assessment shall mean any assessment imposed pursuant to Section 4.09 of these Covenants.

1.02. Association shall mean Daniel's Landing Marina Association, Inc., a Florida corporation, it successors and assigns.

1.03. Benefited Lot shall have the meaning ascribed to it in Section 2.02.

1.04. Boat Slip shall mean any portion of the Marina identified as a Boat Slip on Exhibit E attached hereto.

1.05. Boat Slip Owner shall mean a Participating Lot Owner who owns a Boat Slip.

1.06. Common Elements shall mean all of the Marina except Boat Slips 1,2 and 5-9 and the Limited Common Elements appurtenant thereto. Boat Slips 3 and 4 shall be a Common Element available for use by Association members and guests subject to Association rules and regulations.

1.07. Declaration shall mean this instrument as it may be amended from time to time.

1.08. Dock shall mean all dock structures, including pilings, deck, gangways, stairs and dolphins identified as the Dock on Exhibit E attached hereto.

1.09. Dock Parcel shall mean the parcel of land described and shown on Exhibit C attached hereto which was conveyed to the Association by the Developer through that certain Quit Claim Deed dated April 11, 2008, recorded subsequently to this Declaration on even date herewith in the Public Records of Clay County, Florida.

1.10. License shall mean the instrument that conveys exclusive use rights of a Boat Slip to a Boat Slip Owner.

1.11. Limited Common Elements shall have the meaning ascribed to it in Section 3.03(a).

1.12. Lot shall mean the lot of a Participating Lot Owner.

1.13. Marina shall mean, collectively, (i) the Developer's interest in the Permits (which may be conveyed to the Association), (ii) the Dock, (iii) the Developer's interest in the Uplands (which may be conveyed to the Association), (iv) the Dock Parcel, (v) the Pedestrian Easement, and (vi) the Boat Slips.

1.14. Marina Basin shall mean the water body located in Doctors Lake under the Dock, all as governed by the Permit.

1.15. Participating Lot Owner shall mean any lot owner in Daniels Landing who agrees to join in an consent to this Declaration.

1.16. Pedestrian Easement shall mean the ten (10) foot easement for bicycle and pedestrian traffic between Lots 14 and 15 as shown on the Plat.

1.17. Plat shall mean the plat recorded in Plat Book 38, Page 64, in the Public Records of Clay County, Florida attached hereto as **Exhibit D**.

1.18. Uplands shall mean Tract B as described on the Plat.

1.19. Wetlands shall mean those certain wetlands located between Daniels Landing and Doctors Lake described in the attached **Exhibit B**.

ARTICLE TWO

DECLARATION

2.01. Property Subject to Declaration. The property subject to this Declaration shall consist of the Marina and the Lots (collectively, the "**Property**"). The Property shall hereafter be held, sold and conveyed subject to the covenants, conditions, restrictions and easements described in this Declaration, and the grantee of any deed, lease, license or other document of transfer or conveyance transferring a Boat Slip, License, Lot, or any other portion of the Property, shall, by the acceptance of such deed or other document, be deemed to have agreed to observe, comply with and be bound by all such covenants, conditions, restrictions and easements.

2.02. Boat Slips and Interest under this Declaration. This Declaration shall run with the land and shall be binding upon all parties acquiring an interest in the Lot of a Participating Lot Owner. The Participating Lot Owner's respective Lot shall be subject to liens for unpaid Assessments of the particular Participating Lot Owner. Except as otherwise provided in Section 3.02, licenses to use seven (7) Boat Slips shall be sold to Participating Lot Owners on a first come, first serve basis, and such Boat Slip shall be exclusively for the use of the Boat Slip Owner. The Boat Slip Owner's respective Lot (the "**Benefited Lot**") shall be subject to liens for unpaid Assessments of the particular Boat Slip Owner. In the event that a Boat Slip Owner is divested of his Lot, but still retains the Boat Slip, the Boat Slip Owner's respective boat and Boat Slip shall be subject to liens for unpaid Assessments of the particular Boat Slip Owner.

2.03. Easement Benefiting Boat Slip Owners. The Developer hereby establishes for the benefit of the Boat Slip Owners and their lessees and invitees: (i) a non-exclusive easement and right to use the Common Elements for pedestrian access and for the purposes of locating within such easement utilities and lines serving the Boat Slips; and (ii) a non-exclusive easement and right to use the Marina Basin for ingress and egress by boat and for general recreational use. The foregoing easements shall be appurtenant to the Boat Slips, shall terminate upon the termination of this Declaration and shall be subject to the restrictions described in Sections 3.04 and 4.05 and the reservations described in Section 2.05 of this Declaration.

2.04. Easement Benefiting Participating Lot Owners. The Developer hereby establishes for the benefit of Participating Lot Owners and their lessees and invitees: (i) a non-exclusive easement for pedestrian use only for ingress and egress over the Common Elements and (ii) a non-exclusive easement and right to use the Marina Basin for ingress and egress by boat and for general recreational use. The foregoing easements shall be appurtenant to the Lots and shall terminate upon the termination of this Declaration and shall be subject to the restrictions described in Section 4.05 and the reservations described in Section 2.05 of this Declaration.

2.05. Intentionally Omitted.

2.06. Additions. The Developer shall have the exclusive right, from time to time and within Developer's sole discretion, to further develop the Marina and to include within this Declaration additional improvements arising from such further development, including additional Boat Slips and Common Elements. The Developer shall evidence any additional improvements by executing and filing a supplemental declaration in the public records of Clay County, Florida. Developer reserves for itself and its successors and assigns any easements necessary for ingress and egress to the additional improvements, temporary construction easements and easements for utilities and other services. This right may be assigned to the Association.

2.07. Conveyance to Association. Developer, his successors or assigns, may convey to the Association at any time all or any portion of the Marina owned by Developer, including the Common Elements. Such conveyance may (i) be subject to easements for the construction, installation and repair of roadways, utility and pedestrian access, (ii) be subject to further encumbrances and restrictions of record, and (iii) be located in an area subject to flooding or be under water. **THE ASSOCIATION HEREBY AGREES TO ACCEPT THE COMMON ELEMENTS AND SHALL ACCEPT THE COMMON ELEMENTS ON A "WHERE IS, AS IS," CONDITION, WITHOUT RECOURSE, AND THE DEVELOPER DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY FACT OR LAW, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE AND REPRESENTATIONS AND WARRANTIES REGARDING THE EXTENT, DESIGN, FITNESS, CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, LOCATION, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATION OF, OR THE MATERIALS OR EQUIPMENT WHICH HAS BEEN OR WILL BE USED**

IN, THE COMMON ELEMENTS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

ARTICLE THREE

BOAT SLIPS

3.01. Boat Slip Boundaries. The Boat Slips shall be located and identified as depicted in the attached Exhibit E. The perimeter boundaries of each Boat Slip shall be the interior of the vertical planes passing through the outermost surface of the Dock or pilings surrounding that Boat Slip, and passing through the common boundary shared between two adjacent Boat Slips and the lower boundary shall be the upper surface of that portion of the submerged land lying beneath the Boat Slip. A Boat Slip Owner shall, at his sole cost and expense and with the written consent of the Board of Directors, be permitted to place a piling within the boundaries of his Boat Slip if necessary to securely moor a boat.

3.02. Restrictions on Sale or Transfer. No Boat Slip shall be conveyed, encumbered, assigned, leased, subdivided or otherwise transferred separate and apart from the Benefited Lot, except as follows: with the written approval of the Board of Directors (i) a Boat Slip may be exchanged for a Boat Slip owned by another Boat Slip Owner in the event a Boat Slip of different length or different location within the Marina is desired; (ii) a Boat Slip may be conveyed or leased to any Participating Lot Owner; or (iii) a Boat Slip Owner may transfer his Lot separate and apart from the Boat Slip so long as such Boat Slip Owner retains exclusive ownership of such Boat Slip and restricts the future conveyance of such divested Boat Slip only to a Participating Lot Owner, at which time the Lot of such Participating Lot Owner shall become a Benefited Lot. In the event a Boat Slip is exchanged as described in subsection (i) herein or conveyed as described in subsection (ii) and (iii) herein, such exchange or conveyance shall be effected by an assignment of the License which shall be delivered to the Association and maintained with the books and records of the Association, and said assignment shall not be recorded in the public records of Clay County, Florida.

3.03. Appurtenances. Each Boat Slip shall include:

(a) Limited Common Elements. The exclusive right to use and occupy (i) that portion of the upper surface of the Dock surrounding the Boat Slip from the vertical boundaries described in Section 3.01 to the centerline of such upper surfaces, subject only to the easements established in Section 2.03 above; (ii) all cleats, tie pilings and dolphins adjoining the Boat Slip and designated for the exclusive use of the Boat Slip Owner; (iii) any dockbox or other improvement (including electric, water and other utility connections) placed on the Dock adjacent to the Boat Slip by Developer for the exclusive use of the Boat Slip Owner; and (iv) the roof over any Boat Slip (together, the "Limited Common Elements").

(b) Easements. Those easements described in Section 2.03 and Section 2.04 above.

(c) Personal Property. An undivided interest in any personal property or equipment acquired, and any reserves or surplus accumulated by way of Assessments paid by the Boat Slip Owner, as described in Section 4.09 herein.

3.04. Restrictions. The Boat Slip and its appurtenances are subject to the following conditions and limitations:

(a) Covenants. All of the covenants and restrictions contained in this Declaration.

(b) Commercial Use. A Boat Slip shall not be used for commercial purposes.

(c) Subdividing. A Boat Slip shall not be further subdivided by its Boat Slip Owner.

(d) Rules. Each Boat Slip Owner, and all invitees or guests of the Boat Slip Owner, shall comply with such rules and regulations for the operation of the Marina as may be adopted from time to time in accordance with Section 4.05 herein.

3.05. Boat Lifts. Each Boat Slip Owner shall be allowed to place a boat lift, at his own expense, within the boundaries of his Boat Slip for the purpose of storing his boat above the water level. The Marina was constructed as a mooring dock, therefore, any Boat Slip Owner desiring to install a boat lift, shall be required to install the structural enhancements necessary to support the additional weight of the boat and equipment. All plans and specifications for a proposed boat lift must be submitted to the Board of Directors for approval prior to commencement of construction. The Board of Directors shall approve or disapprove such plans within fifteen (15) days of receipt of the plans. If the Board of Directors does not otherwise indicate its disapproval within such fifteen (15) days, then the plans shall be deemed approved. Approval by the Board of Directors shall be in the Board's sole discretion due to the necessity to ensure the safety of all boaters within the Marina Basin and to protect and preserve the aesthetics of the Marina Basin.

ARTICLE FOUR

OPERATION OF MARINA

4.01. Management. The Marina shall be managed by the Association. The Board of Directors of the Association (the "**Board of Directors**") shall administer the Marina, and manage and maintain the Marina in a manner consistent with the requirements of similar marina facilities located in Clay County, Florida and in accordance with the rules and regulations to be adopted by the Association.

4.02. Maintenance.

(a) By Boat Slip Owners. Each Boat Slip Owner shall:

(i) Keep the Boat Slip and any boat within the Boat Slip in a clean, orderly and safe condition and appearance at the Boat Slip Owner's expense;

(ii) Promptly advise the Association of any defect or need for repairs within the Marina for which the Association is responsible under this Section 4.02; and

(iii) Promptly repair or replace, at Boat Slip Owner's expense, that portion of the Marina which is damaged due to the negligence or abuse of Boat Slip Owner or Boat Slip Owner's invitee or lessee. Such repairs may be made by the Association and charged to Boat Slip Owner as an Assessment. Boat Slip Owner shall not undertake any repairs of the Marina without the prior written approval of the Board of Directors.

(b) By Association. The Association shall maintain the entire Marina, including the Dock, as a matter of Common Expense except for repairs to be performed by a Boat Slip Owner pursuant to Section 4.02(a) above.

4.03. Insurance.

(a) No Casualty Insurance; No Liability Insurance. The Developer, on behalf of the Association, has not and will not purchase a casualty insurance policy or a liability insurance policy for the Marina.

(b) Marina. If the Association deems it prudent to obtain and maintain general liability insurance and/or hazard insurance on the Marina, for the benefit of the Participating Lot Owners, as a matter of Common Expense then the following will apply: (i) at the request of any Boat Slip Owner or mortgagee, the Association shall obtain a certificate of insurance reflecting the coverage then in force and the interest of that Boat Slip Owner or mortgagee; (ii) in the event of an insured loss, the Association shall be solely responsible for filing, prosecuting and settling any claim arising under such insurance policies and (iii) any insurance proceeds payable with respect to any hazard insurance policies maintained by the Association as a matter of Common Expense shall be paid solely to the Association and held in trust for all of the Participating Lot Owners and mortgagees.

(c) Boat Slips. Each Boat Slip Owner shall be responsible for the cost of maintaining any desired insurance upon the Boat Slip Owner's boat and other personal property kept within the Boat Slip and its appurtenant Limited Common Elements, as well as for the personal liability of such Boat Slip Owner.

4.04. Right of Entry. Each Boat Slip Owner shall permit the Association and its agents to enter into and upon the Boat Slip at all reasonable times, and in the event of an emergency at any other time, for the purpose of maintaining, altering or repairing the Boat Slip and the Dock, or for the purpose of posting notices, or for the purpose of placing upon the property any usual or ordinary signs, for fire or police purposes or to protect the property from any cause whatsoever, without any reduction of Assessments and without any liability on the part of the Association or its agents for any loss of occupation or quiet enjoyment of the premises caused thereby.

4.05. Rules. The Association shall adopt and modify or supplement, from time to time, reasonable rules and regulations for the use of the Marina, provided such rules are not inconsistent with the terms of this Declaration. In the event a Participating Lot Owner (or the Participating Lot Owner's guest or invitee) violates any of the foregoing rules or the other restrictions contained in herein, the Association may:

(a) Fine. Impose a fine upon the Participating Lot Owner, if such fine is recommended by the Board of Directors after complying with the procedures for fines in the bylaws of the Association (the "**Bylaws**"). Any such fine recommended by the Board of Directors shall be collectible by the Association as an Assessment in accordance with Section 4.09 herein, and shall be used to defray the cost of rectifying the violation, with the excess, if any, applied to the general Common Expenses.

(b) Suspension. In the event of a continuing violation which, in the Association's judgment, jeopardizes (i) the safety of persons or property, (ii) the structural integrity of the Dock or other Common Elements, or (iii) any of the licenses or permits necessary for the operation of the Marina, the Association may suspend the Participating Lot Owners' rights under this Declaration until such time as the Association is satisfied that the violation or risk of harm has ceased. The suspension shall require the same procedures for fines pursuant to the Bylaws.

(c) Correction. After notice from the Association and a reasonable opportunity to cure the violation, the Association may take such action as the Association considers reasonably necessary in order to completely correct the violation at the Participating Lot Owner's expense, which expense shall be collectible as an Assessment in the manner provided in Section 4.09 herein.

4.06. Remedies. In addition to the specific remedies provided for in Section 4.05, the Association may take such other actions as may be available at law or in equity in order to enforce this Declaration, all of which remedies shall be cumulative and not mutually exclusive. The Association's failure to demand strict performance of this Declaration, the covenants, rules and other restrictions described herein at all times does not waive the Association's right to fully enforce such restrictions in that instance or upon any future violation. The Participating Lot Owner responsible (either directly or through that Participating Lot Owner's lessee, guests or invitees) for such a violation shall pay all costs incurred by the Association in enforcing this Declaration, the covenants, rules and other restrictions described herein, and shall indemnify and hold the Association, its agent and employees harmless against any claim arising from such enforcement action.

4.07. Utilities. Each Boat Slip Owner shall pay for all electrical, telephone, water and other utilities services provided to that Boat Slip Owner's Boat Slip, whether such services are separately metered or otherwise allocated among the Boat Slips by the Association.

4.08. Common Expenses. The common expenses shall consist of all of the costs of administration, management and operation of the Marina including, without limitation, the cost of:

- (a) Maintenance of the Common Elements and Limited Common Elements;
- (b) Marina insurance premiums;
- (c) Marina utilities serving the Common Elements;
- (d) Taxes affecting the Common Elements;
- (e) Replacement of the Common Elements as necessary;
- (f) Any other action reasonably necessary in the Association's judgment, to keep the Common Elements clean, orderly and safe in condition and appearance, to preserve or enhance the value of the Boat Slips, and to keep all necessary permits and licenses current; and
- (g) Repayment (with interest) of funds borrowed for any of the foregoing purposes (collectively, the "**Common Expenses**")

4.09. Assessments. The Common Expenses shall be assessed and paid by the Participating Lot Owners to the Association in the following manner:

(a) General Assessments for Participating Lot Owners; Cap. Participating Lot Owner's pro rata share of Common Expenses shall be the ratio of one (1) over the total number of Participating Lot Owners of Two-ninths (2/9) of all Common Expenses attributable to the Marina generally (and not to an individual's Boat Slip or Limited Common Elements). The annual Common Expenses for Participating Lot Owners shall be capped at \$100 per year for the first year.

(b) General Assessments for Boat Slip Owners. Boat Slip Owner's pro rata share of Common Expenses shall be one-seventh (1/7) of seven-ninths (7/9) of all Common Expenses attributable to the Marina generally (and not to an individual's Boat Slip or Limited Common Elements). Boat Slip Owners shall contribute any shortfall in Common Expenses of Participating Lot Owners (resulting from the application of the cap or otherwise) on a pro rata basis within fifteen (15) days of being assessed for the shortfall.

(c) Individual Assessments for Boat Slip Owners. Boat Slip Owners shall pay as an Individual Assessment those expenses or costs solely attributable to the Boat Slip Owner's Boat Slip and Limited Common Elements appurtenant thereto. Such Individual Assessment shall include the cost of the maintenance of the Limited Common Elements, the costs of repairing certain damage to the Limited Common Elements, as described in Section 4.02(a), or the cost of enforcing this Declaration or the rules of the Marina as described in Section 4.05 (including without limitation any corrective costs incurred by the Association).

(d) Working Capital Contribution for Boat Slip Owners. Each Boat Slip Owner shall pay to and maintain a constant balance with the Association a Two Hundred

Fifty Dollar (\$250.00) capital contribution (the “**Boat Slip Owner Working Capital Contribution**”).

(e) Working Capital Contribution for Participating Lot Owners. Each Participating Lot Owner shall pay to and maintain a constant balance with the Association a One Hundred Dollar (\$100.00) capital contribution (the “**Participating Lot Owner Working Capital Contribution**”).

(f) Nature of Obligation. All Assessments (including any amounts due under (c) above), together with interest thereon at the rate described below and all costs of collection including reasonable attorney’s fees, whether incurred at or before trial, on appeal or in bankruptcy proceedings, shall constitute a personal obligation of the respective Participating Lot Owner (and such Participating Lot Owner’s heirs, successors and assigns) as of the date the Assessment is fixed, and shall be payable to Association on demand. The Assessments as to each Lot, together with interest and costs of collection as herein provided, shall be a charge and continuing lien upon such Lot, which lien shall be enforceable by the Association by way of foreclosure action in a court of competent jurisdiction. Furthermore, the General and Individual Assessments of each Boat Slip Owner, together with interest and costs of collection as herein provided, shall also be a charge and continuing lien upon the Boat Slip as well as the Benefited Lot, which lien shall be enforceable by the Association by way of a foreclosure action in a court of competent jurisdiction. The lien of the Assessments shall be subordinate to any mortgage recorded prior to the date as of which the particular Assessment was determined, but not to any future advance made under that mortgage after such Assessment arises; provided, however, that such subordination shall apply only to Assessments which become due and payable prior to a sale of the Boat Slip, Benefited Lot or Lot pursuant to a decree of foreclosure, or any transfer in lieu thereof.

(g) Payment Date. Participating Lot Owners shall pay the General Assessments levied pursuant to (a) and (b) on January 1 of each calendar year. By December 15 of each proceeding year, the Association shall prepare and distribute a budget (to be effective January 1 of that particular year) (the “**Annual Budget**”) to the Participating Lot Owners, which Annual Budget shall set forth the estimated Common Expenses and estimated General Assessments for the upcoming calendar year. All Special Assessments for Common Expenses not included in an annual budget, and any Individual Assessments levied by the Association in accordance with (c) above, shall be due and payable within fifteen (15) days of the assessment date.

(h) Interest; Late Charges. In addition to the remedies provided in this Article Four, all Assessments shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law beginning on the date which is fifteen (15) days after date the Assessment is due.

4.10. Assessments for Unsold Boat Slips. The Developer shall pay the Assessments on any Boat Slips that it owns.

4.11. NONJUDICIAL SALE OF VESSELS. The Assessment as to each Boat Slip, together with interest and costs of collection as herein provided, shall be a charge and a continuing lien upon the vessel stored in the Boat Slip, which lien shall be enforceable by the Association by way of foreclosure action in a court of competent jurisdiction and the non-payment of Assessments for a period of six months or more shall subject the vessel stored in the Boat Slip to a non-judicial sale pursuant to Section 328.17(4), Fla. Stat. "Lease" as used in § 328.17(4) shall be construed to mean terms and conditions in this Declaration and the License for the exclusive use and enjoyment of any Boat Slip.

ARTICLE FIVE

MEMBERSHIP AND VOTING RIGHTS

5.01. Membership. Every Participating Lot Owner shall be a member of the Association. Membership shall be appurtenant to, and may not be separate from, the ownership of any Lot; however, at such time as a Boat Slip is divested from its Lot, the Boat Slip Owner shall remain a member of the Association until such time as the Boat Slip is conveyed back to a Participating Lot Owner.

5.02. Membership of Developer. So long as the Developer owns one or more of the Boat Slips in the Marina, the Developer shall be a member of the Association.

5.03. Classes of Membership.

(a) Class A Members shall be all Participating Lot Owners.

(b) The Class B Member shall be the Developer.

(c) The Class B membership shall automatically terminate on the date in which the last Developer-owned Boat Slip is sold to a Participating Lot Owner.

5.04. Voting Rights for Class A Members. Each Participating Lot Owner shall receive 1 vote(s). Each Boat Slip Owner, in addition to the 1 vote(s) by virtue of being a Participating Lot Owner, shall receive 3 vote(s).

5.05. Class B to Have Sole Voting Privileges. Until such time as the Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Association, and the Class A Members shall have no voting rights except on such matters as to which the Declaration, the Articles of Incorporation or the Bylaws specifically require a vote of the Class A Members.

ARTICLE SIX

CASUALTY

6.01. Casualty. The Developer has not and will not purchase casualty insurance policy for the Marina. It is in the sole discretion of the Association to maintain casualty insurance as a

Common Expense. If the Association deems it prudent to maintain casualty insurance for the Marina, then the Association shall be solely responsible for filing and adjusting claims under such casualty insurance policies maintained as a matter of Common Expense, as described in Section 4.08 above, and shall hold and apply any such insurance proceeds as described herein.

(a) Reconstruction. Unless the Declaration is terminated as described in (b) below, the Association shall rebuild or replace any casualty damage as nearly as possible to its condition prior to the casualty, first applying any insurance proceeds received by the Association, and thereafter levying Assessments against the Boat Slip Owners for their pro rata share of seven-ninths (7/9) of any deficiency as a matter of Common Expense and levying Assessments against the Participating Lot Owners their pro rata share of two-ninths (2/9) of any deficiency as a matter of Common Expenses. Any excess insurance proceeds remaining after all costs of repairing or replacing the casualty damage have been paid shall be held by the Association for the benefit of the Association to defray future Common Expenses.

(b) Termination. Upon the occurrence of any casualty damage to the Marina, if (i) all of the Boat Slip Owners and mortgagees elect in writing to terminate this Declaration, or (ii) all of the Boat Slips are damaged or destroyed, and the Association is unable (after exercising all reasonable efforts and diligence) to obtain the necessary permits or government approvals for the repair or replacement of such damage, the Association shall distribute any net insurance proceeds (after deducting the costs of filing and adjusting the insurance claims) to the Boat Slip Owners (jointly with their mortgagees, if any) ratably (i.e. Each Slip Owner shall be entitled to receive 1/9 of any net insurance proceeds and 2/9 shall be distributed to Participating Lot Owners on a pro rata basis.).

ARTICLE SEVEN

AMENDMENT

These Covenants may be amended at any time as follows:

7.01. Amendment.

(a) The amendment must be approved by the vote of at least fifty-one percent (51%) of the voting interest of the Association. Amendments which shall discriminate against, change the boundaries of any Boat Slip or change the pro rata share of Common Expenses attributable to any Boat Slip, shall require the consent in writing of the affected Boat Slip Owner and mortgagee (if any) of that Boat Slip. Any amendment to the easement rights set forth in Section 2.04 herein shall require the consent in writing of fifty-one (51%) of the voting interest of Participating Lot Owners who are not Boat Slip Owners.

(b) The amendment to this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment so certified and executed with the same

formalities as a deed shall be recorded in the public records of Clay County, Florida within thirty (30) days from the date on which the same became effective, such amendment to specifically refer to the recording information identifying this Declaration by book and page. Thereafter, a copy of said amendment in the form of which the same were placed of record by the officers of the Association shall be delivered or mailed to all members, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment.

(c) Notwithstanding the foregoing, so long as the Developer is the Owner of any Boat Slip or any property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

ARTICLE EIGHT

GENERAL PROVISIONS

8.01. Private Rights. The rights, privileges and easements established by this Declaration shall be for the benefit of and restricted solely to the Participating Lot Owners. In no event shall this Declaration be construed to create any rights in or for the benefit of the general public, which "general public" shall include the lot owners in Daniels Landing who do not agree to join in an consent to this Declaration (the "**Non-Participating Lot Owners**").

8.02. Notice. Any notices required to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

8.03. Severability. Whenever possible each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, as to this end the provisions of this Declaration are declared to be severable.

8.04. Disputes and Construction of Terms. In the event of any dispute arising under this Declaration, or in the event of any provision of this Declaration requiring construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noticed their interest. In the event it becomes necessary for the Developer and/or Association to file an action at law or equity to enforce this Declaration, the said Developer and/or Association shall be entitled to reasonable attorney's fees and court costs.

8.05. Effect. This Declaration shall run with the land and shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

8.06. Exclusion of Non-Participating Lot Owners from these Covenants. The lots of the Non-Participating Lot Owners (the “**Excluded Lots**”) shall not be subject to the covenants, restrictions, easements, benefits and obligations contained herein unless, in addition to such other requirements as the Board of Directors may deem necessary in its sole discretion, including payment of fees, a consent and joinder in the form approved by the Board of Directors is executed by the owners of record of each Excluded Lot and the Board of Directors at which time the voting rights, Assessments and other charges required for admission of Excluded Lots shall be equitably adjusted, as determined in the sole discretion of the Board of Directors.

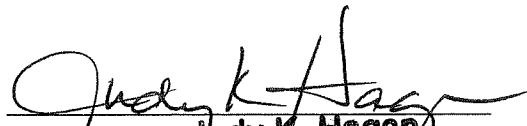
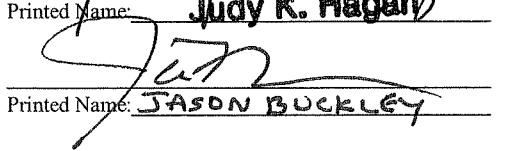
IN WITNESS WHEREOF, Developer has caused this Declaration to be properly executed and recorded in the public records of Clay County, Florida, this 24 day of April, 2008.

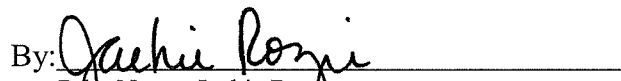
Signed, sealed and delivered
in the presence of:

“Developer”

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

By: Northwest Crossings Corporation, its
general partner


Printed Name: Judy K. Hagan

Printed Name: JASON BUCKLEY


By: 
Print Name: Jackie Rozier
Its: Vice President

STATE OF Tennessee
COUNTY OF Shelby

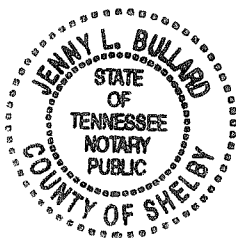
The foregoing instrument was acknowledged before me this 24 day of April, 2008 by Jackie Rozier, the Vice President of Northwest Crossings Corporation, a Delaware corporation, as General Partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of said corporation which 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}


Signature of Notary **Jenny L. Bullard**

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): 2-1-2012



By: East West Partners of Jacksonville, Limited Partnership, its general partner

By: EWP - Jacksonville, Incorporated, its sole general partner

Marilyn D. Ayers
Print Name: Marilyn D. Ayers

Judy Barwig
Print Name: Judy Barwig

By: [Signature]
Roger S. Arrowsmith, President

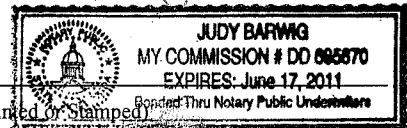
STATE OF FL
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 11 day of APRIL, 2008, by Roger S. Arrowsmith, President of EWP - Jacksonville, Incorporated, 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

Consent and Joinders

[[See attached]]

Prepared by and return to:

**Daniels Landing Marina
Association, Inc.**

CONSENT AND JOINDER

The undersigned owner of Lot _____ of Daniels Landing at Eagle Harbor, according to the plat thereof recorded at Plat Book 38, pages 64-70, current public records of Clay County, Florida, consents to and joins in the Declaration of Covenants and Restrictions for Daniels Landing Marina Association, Inc. recorded at Official Records Book 3018, page 1922 - 1961, current public records of Clay County, Florida or to which this Consent and Joinder is attached.

Signed, sealed and delivered
in the presence of:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

By: _____
Printed Name: _____

By: _____
Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ and _____.

Such person(s) did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me
☐ produced a current _____ (state) driver's license as identification
☐ produced _____ as identification

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number: _____
My Commission Expires: _____

EXHIBIT B

Wetlands

A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31, THENCE ON THE EAST LINE THEREOF RUN NORTH 00 DEGREES 07 MINUTES 28 SECONDS EAST 70.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. C-220, THENCE ON LAST SAID LINE RUN THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST 419.11 FEET; (2) THENCE SOUTH 89 DEGREES 27 MINUTES 02 SECONDS WEST 30.95 FEET; (3) THENCE SOUTH 00 DEGREES 32 MINUTES 58 SECONDS EAST 20.00 FEET; (4) THENCE SOUTH 89 DEGREES 27 MINUTES 02 SECONDS WEST 866.40 FEET, THENCE NORTH 00 DEGREES 07 MINUTES 04 SECONDS WEST 2596.03 FEET, THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS WEST 2519.75 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF WEST LAKE SHORE DRIVE, A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, THENCE ON LAST SAID LINE RUN THE FOLLOWING THREE (3) COURSES, (1) SOUTH 13 DEGREES 06 MINUTES 16 SECONDS EAST 25.73 FEET; (2) THENCE ON THE ARC OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 6391.78 FEET, RUN A CHORD DISTANCE OF 991.88 FEET, THE BEARING OF SAID CHORD BEING SOUTH 08 DEGREES 39 MINUTES 16 SECONDS EAST; (3) THENCE SOUTH 04 DEGREES 12 MINUTES 16 SECONDS EAST 336.74 FEET, THENCE NORTH 88 DEGREES 53 MINUTES 48 SECONDS WEST 302.35 FEET, THENCE NORTH 89 DEGREES 07 MINUTES 59 SECONDS WEST 812.87 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89 DEGREES 07 MINUTES 59 SECONDS WEST 1088 FEET, MORE OR LESS, TO THE WATERS OF DOCTORS LAKE, THENCE NORTHEASTERLY ALONG SAID WATERS AND THEN ALONG THE WATERS OF MANARD BRANCH, AND FOLLOWING THE MEANDERINGS THEREOF, 1526 FEET, MORE OR LESS, CA TRAVERSE BEARING AND DISTANCE OF NORTH 55 DEGREES 15 MINUTES 24 SECONDS EAST 1412.66 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE SHORE BOULEVARD, THENCE ON LAST SAID LINE SOUTH 07 DEGREES 21 MINUTES 40 SECONDS EAST 30 FEET, MORE OR LESS, THENCE NORTH 82 DEGREES 38 MINUTES 20 SECONDS EAST 40.63 FEET, THENCE SOUTH 04 DEGREES 39 MINUTES 13 SECONDS EAST 114.37 FEET, THENCE SOUTH 43 DEGREES 59 MINUTES 16 SECONDS EAST 34.86 FEET, THENCE SOUTH 44 DEGREES 38 MINUTES 55 SECONDS WEST 82.96 FEET, THENCE SOUTH 18 DEGREES 10 MINUTES 35 SECONDS EAST 194.41 FEET, THENCE SOUTH 55 DEGREES 47 MINUTES 04 SECONDS EAST 68.20 FEET, THENCE SOUTH 26 DEGREES 33 MINUTES 54 SECONDS WEST 96.22 FEET, THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 83.01 FEET, THENCE SOUTH 81 DEGREES 15 MINUTES 14 SECONDS WEST 88.59 FEET, THENCE SOUTH 27 DEGREES 33 MINUTES 10 SECONDS WEST 58.60 FEET, THENCE NORTH 47 DEGREES 55 MINUTES 56 SECONDS WEST 89.07 FEET, THENCE NORTH 53 DEGREES 22 MINUTES 43 SECONDS WEST 48.88 FEET, THENCE SOUTH 53 DEGREES 44 MINUTES 46 SECONDS WEST 29.27 FEET, THENCE SOUTH 34 DEGREES 59 MINUTES 26 SECONDS EAST 89.51 FEET, THENCE SOUTH 03 DEGREES 50 MINUTES 06 SECONDS EAST 152.29 FEET, THENCE SOUTH 29 DEGREES 59 MINUTES 37 SECONDS EAST 149.43 FEET TO THE POINT OF BEGINNING, BEING 13.16 ACRES, MORE OR LESS, IN AREA.

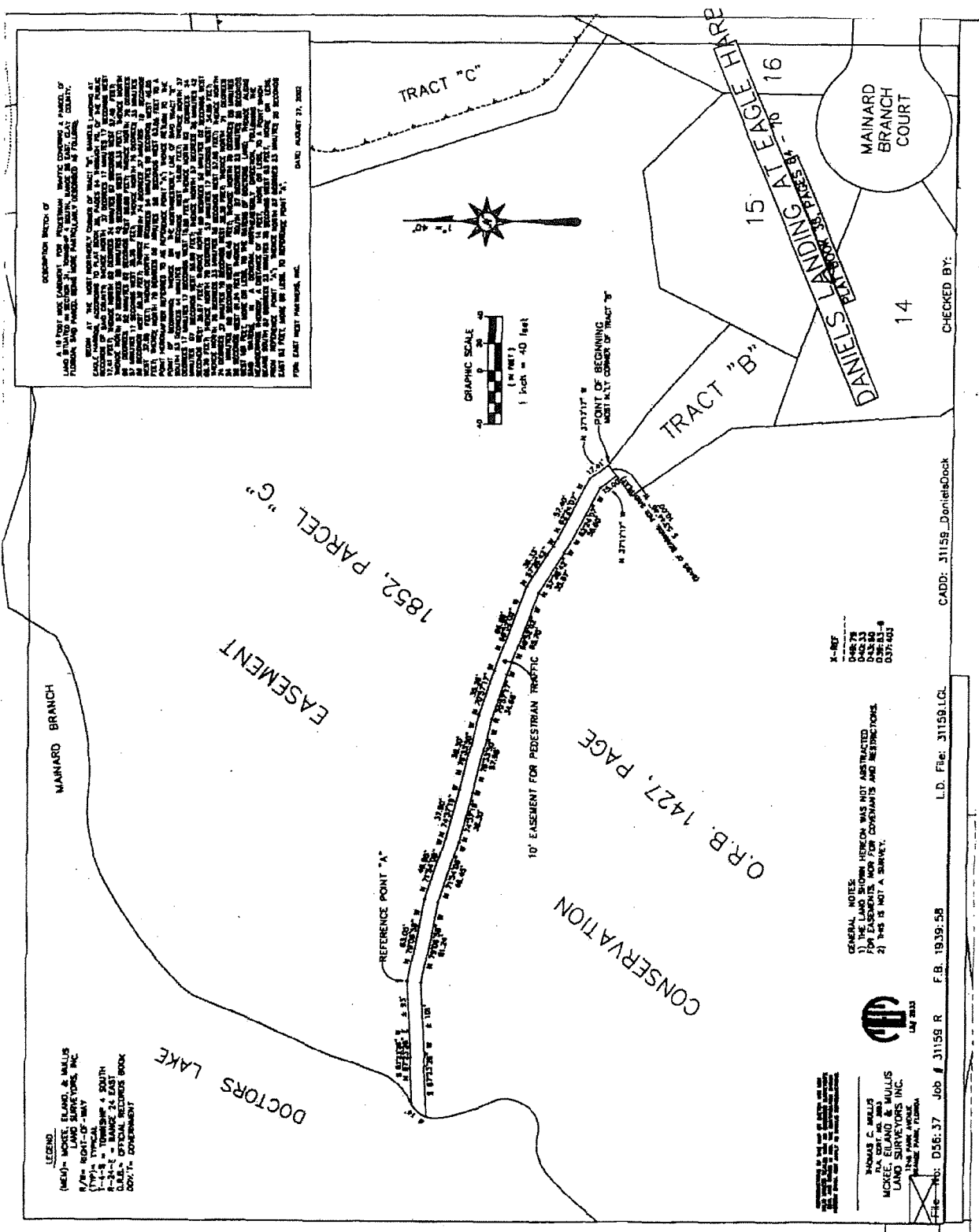
EXHIBIT C

Dock Parcel Area

DESCRIPTION OF A 10 FOOT WIDE EASEMENT FOR PEDESTRIAN TRAFFIC COVERING A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 4 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF TRACT "B", DANIELS LANDING AT EAGLE HARBOR, ACCORDING TO PLAT BOOK 38, PAGES 64 THROUGH 70, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 37 DEGREES 17 MINUTES 17 SECONDS WEST 17.41 FEET; THENCE NORTH 62 DEGREES 24 MINUTES 07 SECONDS WEST 57.40 FEET; THENCE NORTH 57 DEGREES 28 MINUTES 42 SECONDS WEST 36.33 FEET; THENCE NORTH 69 DEGREES 52 MINUTES 02 SECONDS WEST 66.88 FEET; THENCE NORTH 70 DEGREES 57 MINUTES 17 SECONDS WEST 35.26 FEET; THENCE NORTH 76 DEGREES 33 MINUTES 50 SECONDS WEST 58.30 FEET; THENCE NORTH 74 DEGREES 37 MINUTES 19 SECONDS WEST 37.90 FEET; THENCE NORTH 71 DEGREES 54 MINUTES 09 SECONDS WEST 46.85 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 58 SECONDS WEST 63.05 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE ON THE NORTHWESTERLY LINE OF SAID TRACT "B" SOUTH 53 DEGREES 44 MINUTES 46 SECONDS WEST 10.00 FEET; THENCE NORTH 37 DEGREES 17 MINUTES 17 SECONDS WEST 15.00 FEET; THENCE NORTH 62 DEGREES 24 MINUTES 07 SECONDS WEST 55.60 FEET; THENCE NORTH 57 DEGREES 28 MINUTES 42 SECONDS WEST 35.67 FEET; THENCE NORTH 69 DEGREES 52 MINUTES 02 SECONDS WEST 65.70 FEET; THENCE NORTH 70 DEGREES 57 MINUTES 17 SECONDS WEST 34.68 FEET; THENCE NORTH 76 DEGREES 33 MINUTES 50 SECONDS WEST 57.98 FEET; THENCE NORTH 74 DEGREES 37 MINUTES 19 SECONDS WEST 38.30 FEET; THENCE NORTH 71 DEGREES 54 MINUTES 09 SECONDS WEST 46.45 FEET; THENCE NORTH 79 DEGREES 06 MINUTES 58 SECONDS WEST 61.24 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 26 SECONDS WEST 101 FEET, MORE OR LESS, TO THE WATERS OF DOCTORS LAKE; THENCE ALONG SAID WATERS, IN A GENERAL NORTHEASTERLY DIRECTION, FOLLOWING THE MEANDERINGS THEREOF, A DISTANCE OF 14 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 87 DEGREES 23 MINUTES 26 SECONDS WEST 93 FEET, MORE OR LESS, FROM REFERENCE POINT "A"; THENCE NORTH 87 DEGREES 23 MINUTES 26 SECONDS EAST 93 FEET, MORE OR LESS, TO REFERENCE POINT "A".

FOR: EAST WEST PARTNERS, INC. DATE: AUGUST 27, 2002



CHECKED BY:

CADD: 31159_DanielDock

L.D. File: 31159.LCL

F.B. 1939:58

File No: D56:37 Job # 31158 R

X-REF
04678
04679
04680
04681
04682

GENERAL NOTES
1) THE LAND SHOWN HEREON WAS NOT ABSTRACTED
FOR EASEMENTS NOR FOR COVENANTS AND RESTRICTIONS
2) THIS IS NOT A SURVEY.



McKee, Elano & Mullis
LAND SURVEYORS, INC.
1000 E. MAIN STREET
ST. LOUIS, MO 63101

EXHIBIT E

Boat Slip Boundaries

