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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

ARBOR MILL AT OAKLEAF PLANTATION

Prepared by and Return To:

Arbor Mill, LLC
Attn: S Kyle Winham
161 Hamtpon Point Drive, Suite 1
St. Augustine, FL 32092

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

ARBOR MILL AT OAKLEAF PLANTATION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARBOR MILL AT OAKLEAF PLANTATION, made this 29th day of June, 2016, by **Arbor Mill LLC**, a Florida limited liability company, whose mailing address is 161 Hamtpon Point Drive, Suite 1, St. Augustine, FL 32092, ("Declarant").

RECITALS:

A. Declarant is the owner and developer of that certain real property located in Clay County, Florida and more particularly described in the attached Exhibit "A" (the "Property").

B. It is the intention and desire of Declarant to have the Property developed into single family residential homesites and to sell such homesites as part of a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Declarant desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Declarant has created or will create a nonprofit homeowners association. The Association, as hereinafter defined, shall own (in fee title interest or by easement), operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created. Declarant shall administer the Architectural Control and Design Guidelines for Arbor Mill.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Declarant (each as defined below).

ARTICLE I.
DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

1.1 Association. Arbor Mill at Oakleaf Plantation Homeowners Association Inc., a Florida not-for-profit corporation, its successors and assigns. The Amended and Restated Articles of Incorporation to be filed with the Florida Secretary of State attached as Exhibit "B", and Bylaws more particularly described in the attached Exhibit "C" attached hereto, for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

1.2 Association Rules and Regulations. The rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

1.3 Declarant. Arbor Mill LLC or such other entity which has been specifically assigned the rights of Declarant hereunder and any assignee thereof which has had the rights of Declarant similarly assigned to it. Declarant may also be an Owner for so long as Declarant shall be record owner of any Lot as defined herein.

1.4 Board of Directors. The Board of Directors of the Association.

1.5 Charges. All General, Special and Lot Assessments.

1.6 Common Area or Common Areas. All real and personal property and easement rights now or hereafter intended for the common use and enjoyment of all of the owners within the Property, including without limitation any property or rights designated by Declarant as Common Area on Exhibit "D" attached hereto. Without limitation, the Common Area shall include the islands in all cul de sacs, all roads and street unless such are dedicated to and accepted for maintenance by Clay County or Duval County, Florida, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements along the entrance or boundaries to the subdivision for fencing, signage, landscaping, conservation, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

1.7 Power Line Easement Area. The area of the Property subject to easements running along the eastern boundary of the Property allowing for electric transmission, power lines and other utilities above and below ground, including without limitation the following:

(i) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 508;

(ii) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 511;

(iii) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2085, page 2051;

(iv) Easement in favor of Seminole Electric recorded in Official Records Book 1512, page 1514 and Official Records Book 1479, page 941; and

(v) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 511, all of the public records of Clay County, Florida.

The Power Line Easement Area is shown on the Plat and described as Tracts P-2 and P-3. The Power Line Easement Area shall constitute Common Area, but no access to or use of Tract P-3 by the Owners shall be permitted.

1.8 General Assessment. An assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

1.9 Guest. A social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days, or longer, shall be deemed a permanent resident.

1.10 House. Any single-family residential dwelling constructed or to be constructed on or within any Lot.

1.11 Lot. Any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

1.12 Lot Assessment. Any assessment charged to a particular owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

1.13 Member. Those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

1.14 Mortgage. Any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

1.15 Mortgagee. Any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

1.16 Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic

payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

1.17 Plat. Any plat or plats of the Property recorded or to be recorded by Declarant or others in the public records of Clay County or Duval County, Florida.

1.18 Property. The property described in the attached Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article II hereof.

1.19 PUD. Planned Unit Development Ordinance Number 2013-22, approved by the Board of County Commissioners of Clay County, Florida, as the same may be amended from time to time, and any other Planned Unit Development approved by Clay or Duval County applicable to the Common Area or the Property in the event additional lands are added to the Subdivision pursuant to Article II.

1.20 Special Assessment. Those Special Assessments referred to in Article VI hereof.

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

1.22 Yard. Any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

2.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property (as enlarged or diminished pursuant to this Article II) shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant to subject any other property now or hereafter owned by Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2.2.

2.2 Additional Lands. Declarant may, but shall not be obligated to, subject additional land in Clay County or Duval County, Florida, to this Declaration (or to the assessment provisions

of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to a different declaration shall be made and evidenced by recording in the public records.

2.3 Withdrawal of Lands. Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by recording in the public records a Supplementary Declaration executed by Declarant with respect to the lands to be withdrawn.

ARTICLE III.
OWNERSHIP AND MEMBERSHIP

3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

3.2 Membership appurtenant to Lot. Declarant and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

3.3 Classes of Membership. The Association shall have two classes of voting membership:

3.3.1 Class A. Class A Members shall be all Owners with the exception of the Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

3.3.2 Class B. The Class B Member shall be the Declarant, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Declarant has conveyed ninety percent (90%) of the Lots or when the Declarant, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon termination of its Class B Membership, the Declarant shall be a Class A Member so long as it owns any Lots.

ARTICLE IV.
COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

4.1 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

4.1.1 The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided owners as described herein.

4.1.2 The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

4.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

4.1.4 The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

4.1.5 The right of Declarant or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

4.1.6 The right of Declarant or the Association to acquire, extend, terminate or abandon easements.

4.1.7 NOTWITHSTANDING THE FOREGOING, NO OWNER SHALL BE ENTITLED TO ENTER UPON THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3 AND THE PORTION OF THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3 SHALL BE STRICTLY OFF LIMITS FOR ALL OWNERS AND THEIR GUESTS, FAMILY MEMBERS, AGENTS OR INVITEES. THE ASSOCIATION SHALL BE ENTITLED, BUT SHALL NOT BE OBLIGATED, TO ERECT OR CAUSE TO BE ERECTED FENCING AND OTHER MEANS AND IMPROVEMENTS TO BLOCK OR RESTRICT ACCESS TO THE PORTION OF THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3. IN NO EVENT SHALL THE ASSOCIATION, DECLARANT OR ANY MANAGERS, MEMBERS, OFFICERS OR DIRECTORS OF EITHER OF THEM BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING WITHIN THE POWER LINE EASEMENT AREA. ANY PERSON WHO SHALL ENTER INTO THE POWER LINE EASEMENT AREA SHALL DO SO AT HIS OR HER OWN RISK AND SHALL HOLD THE ASSOCIATION, DECLARANT AND THEIR MANAGERS, MEMBERS, OFFICERS AND DIRECTORS HARMLESS FROM ANY CLAIMS RELATED TO THE POWER LINE EASEMENT AREA.

4.2 Liability for Damage to Common Area. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

4.3 Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies, wetland preserves or open space shall be deemed contiguous). Declarant may, at any time, withdraw, or cause to be withdrawn, land, easements use rights or personal property from the Common Area in Declarant's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Declarant shall be deemed to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Declarant pursuant to Article I hereof and this Section, even if Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed or constructed thereon by or on behalf of the Association. The Association shall also maintain any and all landscaping, trees, electric, irrigation, sidewalk, entry feature or sign, drainage and stormwater facilities along Charter Oaks Boulevard from Oakleaf Plantation Parkway to the Clay County line as depicted on the Plat and Charter Oaks Blvd Easement Agreement attached as Exhibit "E" and incorporated into this Declaration but may make arrangements for sharing such maintenance costs with other owners of lands accessing or benefitting from Charter Oaks Boulevard. Except with respect to the banks of lakes as set forth in Section 8.23 hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, Clay County and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management

System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

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

4.6 Association's Rights in the Common Area. The Association shall own the Common Areas shown on the Plat, subject to easements and restrictions of record. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

ARTICLE V.
ASSOCIATION

5.1 Duties and Powers of the Association. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which, in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

5.2 Maintenance Obligations of Lot Owners. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding

the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

5.3 Maintenance of Exterior of Houses. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

5.4 Management Company. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

5.5 Limited Access Procedures. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association as the Association Board of Directors chooses in its discretion. Such procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Declarant nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of Clay County or Duval County, Florida (as applicable), which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers,

agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

6.2 Purpose of Assessments.

6.2.1 Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

6.2.2 In addition to the Annual General Assessments authorized above, the Association shall also collect from each Owner of a Lot at the time the Lot is conveyed by Declarant to the Owner, a one-time Capital Assessment equal to $350.00 per Lot. The Capital Assessment shall be used to defray the cost of the initial construction of improvements to the Common Areas and as a reserve for future costs of the Association.

6.2.3 In addition to Annual General Assessments and the Capital Assessment authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

6.2.4 In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

6.2.5 In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its owner, the cost of which is not included in the General Assessment.

6.3 Collection of Assessments. The initial Annual Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Declarant. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a 365 day year.

6.4 Effect of Non-Payment of Assessment, Personal Obligation and Remedies of Declarant.

6.4.1 Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee equal to Fifty and No/100 Dollars ($50.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

6.4.2 All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

6.4.3 Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

6.5 Subordination of Lien to Mortgages.

6.5.1 The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

6.5.2 The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

6.6 Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the

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

6.7 Association Budget.

6.7.1 The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

6.7.2 Declarant shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

6.7.3 Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

6.7.4 The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or, release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

6.7.5 Until elimination of the Class B Membership, Declarant shall have the sole right to appoint the members of the Board of Directors of the Association.

6.8 Exemption from Assessments and Liens. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

6.8.1 All properties dedicated to and accepted by a governmental body, agency or authority;

6.8.2 All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

6.8.3 All properties owned by the Declarant until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Declarant may assign this exemption right to any person. Such an assignment shall have no effect on Declarant's exemption hereunder.

6.9 Tax of Common Areas. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII.
ARCHITECTURAL CONTROL

7.1 Preservation of Beauty. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and the Architectural Control and Design Guidelines for Arbor Mill attached as Exhibit "F" and incorporated into this Declaration, as may be amended from time to time, and every Lot Owner agrees to be bound hereby.

7.2 Architectural Review Committees. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

7.2.1 The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be the Declarant, or any other individual or entity as appointed by Declarant, in its sole and absolute discretion. The NCC shall review and approve all such initial construction, whether performed by any Declarant, a builder to whom Declarant has conveyed one or more Lots, or an Owner.

7.2.2 The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be the Declarant, and shall until such time as Declarant has conveyed ninety percent (90%) of the Lots, at which time the Association shall be the MC.

7.2.3 The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to

the exterior of any building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

7.3 Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

7.3.1 In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Guidelines by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

7.3.2 To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

7.3.3 To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

7.3.4 Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

7.3.5 If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

7.3.6 Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising

from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

7.3.7 The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

7.4 Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in strict compliance with the specific provisions of this Declaration and the Architectural Control and Design Guidelines shall be deemed approved.

ARTICLE VIII.
USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

8.1 Single Family Residence Only. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Declarant from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

8.2 Minimum Square Footage. Notwithstanding the requirements of the PUD, no House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on fifty (50) foot wide Lots shall have a minimum of one thousand three hundred twenty (1,320) square feet of heated and air conditioned living space. All Houses constructed on sixty (60) foot wide Lots shall have a minimum of one thousand five hundred (1500) square feet of heated and air conditioned living space.

8.3 Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by the PUD and applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one House is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Declarant from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

8.4 Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed the percentage described in the PUD and/or zoning applicable to the Property.

8.5 No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Declarant.

8.6 Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as residence either temporarily or permanently.

8.7 Fences. Fences shall meet with the standards of the Architectural Control and Design Guidelines. No chain link or wood fences shall be erected on any Lot and no other style fence or wall shall be erected on any Lot until the quality, style, color and design thereof shall have been first approved by the NCC.

8.8 Mailboxes. Unless otherwise expressly prohibited by the United States Postal Service, all Homes constructed in the Property are permitted to have an individual mailbox. However, in the event that central mailboxes or cluster boxes are requested and approved by Declarant no individual mailboxes will be permitted on any Lot. Builders shall be solely responsible for the installation of mailboxes, in whatever form selected. In no event shall Declarant be responsible for the administration, installation or maintenance of mailboxes. If central or cluster mailboxes are selected, upon written notice to the Association of the installation the Association shall have thirty (30) days to inspect the central or cluster mailbox. The Association can either accept the cluster or central mailbox or require the installing Builder to make changes, repairs or other modifications in order for the Association to deem the central or cluster mailbox acceptable. If the association does not respond within thirty (30) days of notice the central or cluster mailbox shall be deemed to be accepted. Once accepted the Association shall maintain the cluster or central mailbox. If individual mailboxes are selected, each Owner shall be responsible for maintenance, repairs etc.

8.9 Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units; provided, however, no well shall exceed 100 feet in depth. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat

as "Utility Tracts for Easements" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

8.10 Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

8.11 Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent Declarant, or any person designated by it from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Declarant may deem advisable for development purposes.

8.12 Aerials and Antennas. Subject to the rules and regulations promulgated by the Federal Communications Commission from time to time, all radio or television aerials, satellite dishes or antennae or any other exterior electronic or electrical equipment or devices of any kind should be placed, to the extent feasible, in locations that are not visible from the street, so long as such placement does not impair reception, permits reception of any acceptable quality signal and does not cause the Owner to incur an unreasonable expense. In general such equipment shall not be installed or maintained on the exterior of any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC or MC, as applicable. As a general rule, antennae and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

8.13 Pets. Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

8.14 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or

remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

8.15 No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures; provided, however, private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

8.16 Air Conditioners. No window air conditioning units shall be permitted on any Lot.

8.17 Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

8.18 Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

8.19 Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law. Each Owner shall obtain and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof.

8.20 Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

8.21 Resubdividing Lots Owned by Declarant. Declarant reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

8.22 Resubdividing Developed Lots. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

8.23 Lakes. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Declarant and the Association shall have the sole and absolute right, but not the obligation, to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of such embankment shall not be changed without the prior written consent of Declarant and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Declarant or the Declarant's successors, assigns and designees, including Declarant. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

8.24 Conservation Areas. To the extent that the Property or any Lot shall be subject to any recorded conservation easement, said areas are intended to be retained in their predominantly natural condition as wooded water recharge, detention and percolation and environmental conservation areas. In furtherance of this, each Owner shall comply with the terms of any conservation easement, including the following prohibitions and restrictions:

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

2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

3. The removal or destruction of live trees, shrubs or other living vegetation from the Common Areas for Conservation;

4. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Common Areas for Conservation;

5. Any use which would be detrimental to the retention of the Common Areas for Conservation in their natural condition; and

6. Acts or uses detrimental to such retention of land or water areas.

8.25 Enforcement. The Declarant and/or the Association, its successors and assigns, and the SJRWMD shall have the right to enter upon the Common Areas for Conservation at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

All subsequent owners of any Common Areas for Conservation shall be responsible for the periodic removal of trash and other debris which may accumulate on such areas.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Common Areas for Conservation and shall be binding upon and shall inure to the benefit of the Association, its successors and assigns. Upon conveyance by Declarant to third parties of any land affected hereby, Declarant shall not have further liability or responsibility hereunder, provided the Plat of the Property includes Common Areas for Conservation and is properly recorded.

8.26 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS ("ACOE"), THE SJRWMD AND CLAY COUNTY (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, SJRWMD, CLAY COUNTY, OR BY ANY APPLICABLE CONSERVATION EASEMENT OR GOVERNMENTAL AGENCY, AS SHOWN ON PLAT OR RECORDED IN THE RECORDS OF CLAY COUNTY, FLORIDA, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT

AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

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

ARTICLE IX.
UTILITY EASEMENTS AND OTHER EASEMENTS

9.1 Unrestricted Right to Assign Easements. Declarant shall have the unrestricted right, without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements shown on the Plat or described herein.

9.2 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Declarant reserves for itself and grants unto the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Declarant or Association. By virtue of this easement, it shall be expressly permissible for the Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

9.3 5 Foot Easement for Ingress, Egress, Utilities and Drainage. The Declarant hereby reserves for itself and grants unto the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Declarant or the Association. By virtue of this easement, it shall be expressly permissible for the Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

9.4 Blanket Easement for Drainage and Landscape. The Declarant reserves for itself and grants unto the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion

controls. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Reasonable notice of intent to take such action shall be given to all affected owners, unless, in the opinion of the Declarant or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Declarant or the Association, and shall not be construed to obligate the Declarant or the Association to take any affirmative action in connection therewith. The rights hereunder reserved and granted shall not extend to that portion of a Lot which is improved.

9.5 Encroachment of Improvements. To the extent that any improvements constructed by Declarant on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 9.5 shall also terminate.

9.6 Easement for Maintenance of Landscape and Signage. The Declarant hereby reserves for itself and grants unto the Association an alienable and releasable easement over and across certain tracts located in the Property for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage as shown on the Plat for the Property. Further, the Declarant reserves for itself and grants unto the Association a twenty foot (20') easement running along and parallel to the roads and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Declarant or the Association.

ARTICLE X.
GENERAL PROVISIONS

10.1 Maintenance of Common Areas. There is hereby granted to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

10.2 Covenants run with the Property. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of Clay County and Duval County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to Declaration which would affect the surface

water management system including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

10.3 Condemnation of Common Area. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive, right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

10.4 Notice to Owner. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

10.5 Violation of Covenants. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association, on demand, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

10.6 Enforcement of Declaration. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, Declarant or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, 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 Management System.

10.7 Approval of Declarant. Whenever the approval of Declarant (any of its officers) or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Declarant and the Association by Registered or Certified Mail with return receipt requested. If Declarant or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Declarant or the Association, the approval of Declarant to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

10.8 Liberal Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

10.9 Invalidity of Part does not Invalidate the Balance. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

10.10 Gender Neutrality. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.11 Amendment of Declaration. Subject to the provisions of Section 10.2, Declarant is hereby granted the absolute and unconditional right, so long as it remains a Class B member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Authority, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein; (iv) to conform to the requirements of the St. Johns River Water Management District, Clay County, Duval County and/or Private Utility Company; or (v) correct any error herein.

10.11.1 Subject to the provisions of Section 10.2, Declarant is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

10.11.2 This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public

records of Clay County and Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

10.12 Legal Fees. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Declarant, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Declarant.

10.13 Transfer, Assignment and Withdrawal of Powers. Declarant shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Declarant by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. Following any such assignment, Declarant shall be relieved of the performance of all duties and obligations hereunder. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Declarant under these provisions, the same shall be vested in and be exercised by the Association and if the Association shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Declarant" as used herein shall include the person or entity identified on the first page as Declarant and its successors or assigns.

10.14 Florida Law. This Declaration shall be construed in accordance with laws of the State of Florida.

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

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND

MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

10.16 Surface Water of Stormwater Management System. The Surface Water or Stormwater Management System may include drainage and retention facilities located in Duval County, Florida, located outside the boundaries of the Property. Such drainage and retention facilities will serve the entry road to the Property, but may serve additional parcels which will not be included in the Property or be subject to this Declaration. The Association shall maintain such drainage and retention facilities as and if required by the St. Johns Rover Water Management District, Clay County or Duval County. The other parcels which are also entitled to use the drainage and retention facilities located in Duval County may be developed as a multifamily project, or for any other use approved by Duval County. The Association and the Owners shall have no approval rights in the development of such parcels and the Declaration shall not apply to or restrict such parcels, unless such parcels are specifically incorporated into the Property in accordance with Article II.

10.17 Amenity Center and Neighborhood Parks. Parcels of the Property designated as Tract TL-1, Tract TL-2, Tract P-1 and Tract P-2 on the Plat ("Tracts") are intended to be used as parks or for an amenity center serving the community and will be conveyed to the Association. Declarant, for itself and its successors and assigns, reserves a non-exclusive easement for access to, over and upon the Tracts for construction of improvements thereon, but this reservation of easement shall in no way obligate Declarant to actually make any improvements to the Tracts. It is contemplated that the improvements upon P-1 and P-2 shall include an open air building, pool, parking lot and play field. There shall be no ongoing obligation for the Declarant or any third party after construction of any improvements on any Tract to maintain, repair, restock, insure or otherwise be responsible in any of the Tracts. The Association shall accept any improvements made to or on the Tracts and shall pay for and maintain the Tracts and the improvements that may be made thereon, including, but not limited to, pool furniture, bathroom supplies, landscaping, irrigation, utilities, meters, pool supplies, surveillance equipment, security features, signs, safety equipment, lights, gates, fences, and all other incidentals and sundries associated with these tracts.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered

in the presence of:

Print Name: S Kyle Wirham

Print Name G. Todd Cottrill

ARBOR MILL LLC,
a Florida limited liability company

By: _____

Name: Samuel Crozier

Its: Manager

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 27th day of June, 2016, by Samuel B Crozier, the Manager, of Arbor Mill LLC, a Florida Limited Liability Company, on behalf of the company.

_____
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires:
Personally Known ✓ or Produced I.D. _____
Type of Identification Produced

G. TODD COTTRILL
Commission # FF 239029
Expires June 9, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "A"

PROPERTY

A portion of Section 6, Township 4 South, Range 25 East, Clay County, Florida, also being a portion of those lands described and recorded in Official Records Book 1450, page 1590, of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 6; thence North 89°50'42" East, along the Northerly line of said Section 6, said line also being the dividing line between said Clay County and Duval County, Florida, a distance of 941.70 feet to a point lying on the Easterly right of way line of Oakleaf Plantation Parkway, a 200 foot right of way as presently established; thence continue North 89°50'42" East, departing said Easterly right of way line and along said Northerly line of Section 6, a distance of 341.31 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 89°50'42" East, along said Northerly line of Section 6, a distance of 2035.47 feet to a point lying on the Westerly limited access right of way line of Branan Field / Chaffee Road, a variable width limited access right of way as depicted on Florida Department of Transportation Right of Way Map, Section 71293-2501; thence along said Westerly limited access right of way line the following three (3) courses: 1) South 07°04'40" East, 282.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 5929.58 feet; 2) Southeasterly along the arc of said curve, through a central angle of 20°44'47", an arc length of 2147.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 16°47'13" East, 2135.34 feet; 3) South 27°09'36" East, 0.69 feet; thence South 62°50'24" West, departing said Westerly limited access right of way line, 1.32 feet; thence North 66°23'34" West, 25.11 feet; thence North 38°19'39" West, 45.21 feet; thence South 26°56'59" East, 35.71 feet; thence South 31°21'17" East, 74.51 feet; thence South 20°13'19" West, 53.81 feet; thence South 45°13'19" West, 41.71 feet to a point lying on the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 8", recorded in Official Records Book 3213, page 2030, said Public Records; thence North 27°09'36" West, along said Easterly line, 26.23 feet; thence along the Northerly line of said conservation easement the following twenty-six (26) courses: 1) South 45°12'43" West, 18.50 feet; 2) South 48°29'53" West, 41.77 feet; 3) South 52°50'58" West, 30.55 feet; 4) South 27°11'52" East, 2.62 feet; 5) South 48°43'15" West, 24.37 feet; 6) North 49°32'46" West, 7.95 feet; 7) South 42°36'40" West, 35.86 feet; 8) South 37°26'06" West, 75.32 feet; 9) South 34°56'13" West, 24.35 feet; 10) South 47°08'49" West, 33.20 feet; 11) South 51°39'34" West, 25.42 feet; 12) South 55°01'27" West, 27.22 feet; 13) South 59°37'07" West, 27.68 feet; 14) South 68°20'14" West, 38.75 feet; 15) South 75°48'08" West, 38.22 feet; 16) South 89°01'37" West, 37.33 feet; 17) South 82°32'46" West, 76.96 feet; 18) South 85°38'57" West, 71.50 feet; 19) North 88°02'20" West, 79.71 feet; 20) North 84°04'45" West, 87.30 feet; 21) North 76°19'01" West, 56.76 feet; 22) North 67°25'10" West, 66.47 feet; 23) North 73°52'44" West, 63.10 feet; 24) South 89°38'31" West, 30.17 feet; 25) South 63°47'57" West, 46.62 feet; 26) North 20°50'35" West, 47.77 feet; thence along the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 7", recorded in said Official Records Book 3213, page 2030, the following twenty-three (23) courses: 1) North 37°00'25" West, 171.73 feet; 2) North 20°27'17" West, 36.32 feet; 3) North 27°22'12" West, 41.98 feet; 4) North 25°30'26" West, 119.47 feet; 5) North 51°12'23" West, 108.83 feet; 6) North 43°43'45" West, 93.52 feet; 7) North 26°09'56" West, 72.15 feet; 8) North 12°17'00" East, 29.66

feet; 9) North 06°22'44" East, 46.44 feet; 10) North 33°27'15" East, 45.47 feet; 11) North 09°55'21" East, 77.51 feet; 12) North 45°13'03" East, 99.33 feet; 13) North 32°23'44" East, 84.36 feet; 14) North 49°58'44" East, 39.87 feet; 15) North 56°43'31" East, 74.21 feet; 16) North 46°08'55" East, 111.70 feet; 17) North 17°14'31" East, 99.19 feet; 18) North 08°10'40" West, 72.51 feet; 19) North 02°55'26" East, 81.95 feet; 20) North 25°59'25" East, 74.61 feet; 21) North 04°42'14" West, 111.16 feet; 22) North 29°52'55" West, 60.63 feet; 23) South 60°07'05" West, 25.00 feet; thence North 29°53'01" West, 40.49 feet; thence North 06°02'29" West, 150.53 feet; thence North 22°39'47" West, 106.80 feet; thence North 61°50'28" West, 31.23 feet; thence North 38°11'00" West, 16.12 feet; thence North 20°24'07" West, 85.49 feet; thence North 59°09'48" West, 155.63 feet; thence North 52°33'27" West, 27.12 feet; thence North 54°21'20" West, 11.67 feet; thence South 79°07'22" West, 33.16 feet; thence South 69°15'29" West, 59.26 feet; thence North 86°29'38" West, 15.13 feet; thence South 57°32'00" West, 92.59 feet; thence along the Westerly line of that certain conservation easement described as "Parcel 10 Preservation Area 6", recorded in said Official Records Book 3213, page 2030, the following four (4) courses: 1) South 46°10'35" West, 50.84 feet; 2) South 27°48'39" West, 64.07 feet; 3) South 12°04'19" West, 90.68 feet; 4) South 09°06'38" West, 64.77 feet; thence South 81°58'02" West, 13.92 feet; thence North 54°29'58" West, 5.47 feet; thence South 81°16'20" West, 69.93 feet; thence along the Easterly and Northerly lines of that certain conservation easement described as "Parcel 10 Preservation Area 5", recorded in said Official Records Book 3213, page 2030, the following thirty-two (32) courses: 1) North 73°59'04" West, 15.63 feet; 2) South 68°02'32" West, 60.04 feet; 3) North 87°14'31" West, 82.64 feet; 4) North 61°14'45" West, 41.31 feet; 5) North 06°12'54" West, 17.68 feet; 6) North 16°12'01" West, 27.94 feet; 7) North 29°10'40" West, 30.84 feet; 8) North 41°31'38" West, 22.20 feet; 9) North 55°34'43" West, 28.66 feet; 10) North 65°32'05" West, 33.92 feet; 11) North 67°42'10" West, 57.39 feet; 12) North 68°24'29" West, 50.77 feet; 13) North 26°37'47" East, 146.63 feet; 14) North 44°57'10" East, 53.69 feet; 15) North 26°38'28" East, 53.31 feet; 16) North 51°12'21" West, 70.86 feet; 17) North 43°53'39" West, 89.03 feet; 18) North 72°47'45" West, 29.93 feet; 19) North 23°24'37" East, 79.45 feet; 20) North 59°29'05" West, 67.51 feet; 21) North 66°34'53" West, 82.84 feet; 22) North 52°13'58" West, 56.35 feet; 23) North 30°24'12" East, 21.09 feet; 24) North 25°17'36" East, 21.47 feet; 25) North 04°52'37" West, 29.79 feet; 26) North 70°29'02" East, 71.91 feet; 27) North 07°48'17" West, 86.30 feet; 28) North 36°26'21" West, 62.80 feet; 29) North 47°21'07" West, 29.49 feet; 30) South 84°47'44" West, 66.94 feet; 31) North 36°11'25" West, 69.31 feet; 32) South 89°50'42" West, 312.31 feet; thence North 22°48'01" East, departing said Northerly line, 4.77 feet; thence North 25°50'04" West, 28.41 feet to the Point of Beginning.

Containing 67.48 acres, more or less.

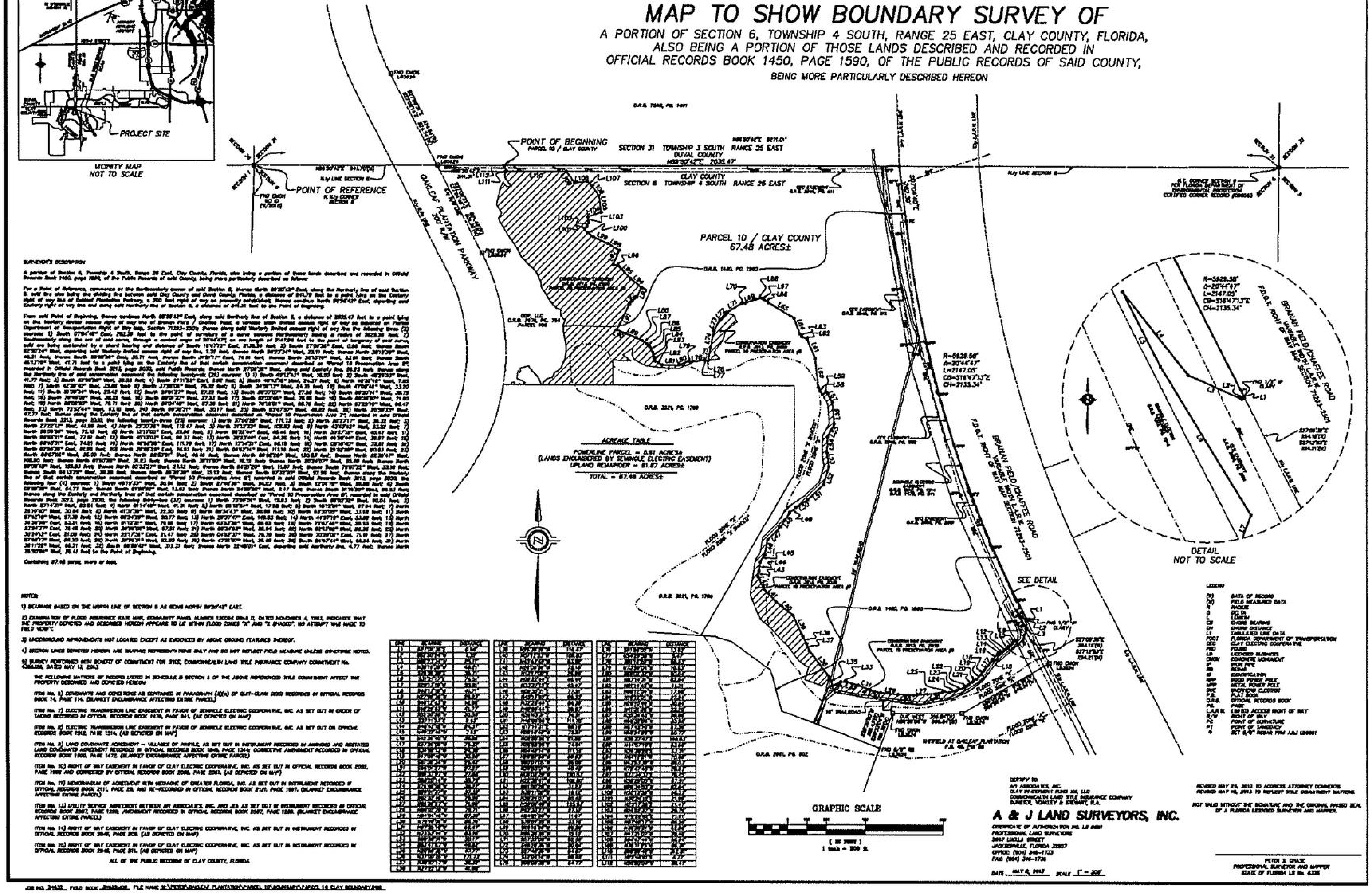

MAP TO SHOW BOUNDARY SURVEY OF
A PORTION OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA,
ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN
OFFICIAL RECORDS BOOK 1450, PAGE 1590, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED HEREON
PROJECT SITE
VICINITY MAP
NOT TO SCALE
POINT OF BEGINNING
POINT OF REFERENCE
SECTION 31 TOWNSHIP 3 SOUTH RANGE 25 EAST
DUVAL COUNTY
CLAY COUNTY
SECTION 6 TOWNSHIP 4 SOUTH RANGE 25 EAST
OAKLEAF PLANTATION PARKWAY
200' R/W
PARCEL 10 / CLAY COUNTY
67.48 ACRES±
ACREAGE TABLE
POWERLINE PARCEL = 5.61 ACRES±
(LANDS ENCUMBERED BY SEMINOLE ELECTRIC EASEMENT)
UPLAND REMAINDER = 61.87 ACRES±
TOTAL = 67.48 ACRES±
BRANAN FIELD/CHAFFEE ROAD
VARIABLE WIDTH L.A.R.W.
F.D.O.T. RIGHT OF WAY MAP SECTION 71293-2501
R=5929.58'
Δ=20°44'47"
L=2147.05'
CB=S16°47'13"E
CH=2135.34'
SEE DETAIL
DETAIL
NOT TO SCALE
GRAPHIC SCALE
A & J LAND SURVEYORS, INC.

EXHIBIT "B"

ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC.

(a corporation not-for-profit)

Pursuant to the provisions of Sections 617.1006 and 617.1007, Florida Statutes, ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC. ("Association), adopts the following Amended and Restated Articles of Incorporation for the Association. These Amended and Restated Articles of Incorporation ("Articles") amend and restate the Articles of Incorporation of the Association filed on April 25, 2014 and assigned Document Number 14000004073. As these Articles were approved prior to there being any Members of the Association, these Articles were adopted by the Board of Directors of the Association.

I. NAME AND DEFINITIONS.

A. The name of this corporation shall be Arbor Mill at Oakleaf Plantation Homeowners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Mill to be recorded in the public records of Clay County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

A. The location of the corporation's principal office and its mailing address shall be 161 Hampton Point Drive, Suite 1, St. Augustine, FL 32092, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provisions of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("District") Permit No. 4-109-6580-134 requirements and applicable District rules, and to assist in the enforcement of the Declaration which relates to the Surface Water or Stormwater Management System.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other associations or maintenance entities for the collection of such assessments.

F. The Association shall levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

G. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

H. To pay taxes and other charges, if any on or against property owned, accepted, or maintained by the Association.

I. To borrow money and, from time to time, to make accept, endorse, execute, and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired, or for any other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

J. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

K. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

A. The members ("Members") shall consist of the Declarant (as defined in the Declaration) and each Owner.

VI. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. The Members, other than the Declarant, who are Owners shall have one (1) vote for each Lot owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

2. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus (1) vote. The Declarant shall have such voting rights until the first to occur of: (i) three (3) months after ninety percent (90%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, or (ii) such earlier date as the Declarant may elect to terminate such voting rights by notice to the Association. Thereafter, the Declarant shall have one (1) vote for each Lot owned by the Declarant.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of Five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. The initial members of the Board of Directors shall be appointed by the Declarant.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Directors shall be established at one (1) year. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Samuel B. Crozier
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

S. Kyle Winham
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Christine Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Sarah Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Catherine Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time be resolution create. Any two (2) or more offices may be held by the same person except the offices of the President and the Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	S. Kyle Winham
Vice President/Secretary	Samuel B. Crozier
Treasurer	Christine Towers

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Samuel B. Crozier
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or Officer of the Association or as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such

action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees , actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or Officer seek indemnification were properly incurred and whether such Director or Officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her vote(s) are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonable comparable to those which could be obtained in arms-

length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation maintenance of the Surface Water or Stormwater management system must be transferred to and accepted by an entity that would comply with Section 62-330.310, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required

pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger of consolidation shall require the Declarant's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this _____ day of June, 2016.

Samuel B. Crozier
Vice President

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 161 HAMPTON POINT DRIVE, SUITE 1, ST. AUGUSTINE, FLORIDA, 32092, HAS NAMED SAMUEL B. CROZIER, WHOSE ADDRESS IS 161 HAMPTON POINT DRIVE, SUITE 1, ST. AUGUSTINE, FLORIDA, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ARBOR MILL AT OAKLEAF
PLANTATION HOMEOWNERS
ASSOCIATION, INC.

By: _____
Samuel B. Crozier
Vice President

Dated: June 28, 2016

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPERTY AND COMPLETE PERFORMANCE OF MY DUTIES.

_____
Samuel B. Crozier
Registered Agent
Dated: June 28, 2016

EXHIBIT "C"

BYLAWS

BYLAWS

OF

ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Mill at Oakleaf Plantation ("Declaration") to be recorded in the public records of Clay County, Florida, and in the Amended and Restated Articles of Incorporation ("Articles") of Arbor Mill at Oakleaf Plantation Homeowners Association, Inc., shall have the same meanings as such terms are defined in the Declaration and Articles.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Arbor Mill at Oakleaf Plantation Homeowners Association, Inc. ("Association") shall be at 161 Hampton Point Drive, Suite 1, St. Augustine, Florida 32092, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Declarant as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Declarant (as defined in the Declaration), to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by the Nominating Committee described in Article IX hereof, or upon petition in accordance with Section C. of this Article V. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

B. The Declarant shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Petitions for nominees shall also be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section D of this Article V.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.

2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any three (3) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

A. The standing committees of the Association shall be the Nominating Committee and the Architectural Review Board. The Nominating Committee and Architectural Review Board shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words:

Arbor Mill at Oakleaf Plantation Homeowners Association, Inc., not for profit, 2014.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of Nassau County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of Arbor Mill at Oakleaf Plantation Homeowners Association, Inc., a Florida corporation not-for-profit, effective June 28, 2016.

By: _____
Samuel B. Crozier
Secretary

EXHIBIT "D"

COMMON AREA

Printout

Monday, June 27, 2016

10:03 AM

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BK: 3872 PG: 731

ARBOR MILL AT OAKLEAF PLANTATION

A PORTION OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA. ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1450, PAGE 1590, OF THE PUBLIC RECORDS OF SAID COUNTY

PLAT BOOK 58 PAGE 10
SHEET 1 OF 13 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

CAPTION

A portion of Section 6, Township 4 South, Range 25 East, Clay County, Florida, also being a portion of those lands described and recorded in Official Records Book 1450, page 1590, of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of said Section 6, thence North 88°06'42" East, along the Northerly line of said Section 6, said line also being the Southerly line of Government Lot 1 of said Section 31, Township 3 South, Range 25 East, Clay County, Florida, a distance of 941.70 feet to a point lying on the Easterly right of way line of Oakleaf Plantation Parkway, a 200 foot right of way as presently established; thence continue North 88°06'42" East, departing said Easterly right of way line and along said Northerly line of Section 6, a distance of 347.31 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 88°06'42" East, along said Northerly line of Section 6, a distance of 2032.47 feet to a point lying on the Westerly Partial variable width right of way line of Branan Field / Chaffee Road, a variable width limited access right of way as applied on Florida Department of Transportation Right of Way Map, Section 71060-2516, thence along said Westerly Limited access right of way the following three (3) courses: 1) South 07°54'18" East, 765.12 feet to the point of curvature of a curve concave Northeasterly having a radius of 5789.58 feet; 2) thence Southerly along the arc of said curve, through a central angle of 05°44'27", an arc length of 579.95 feet to the point of tangency of said curve; said arc being subtended by a chord bearing and distance of South 10°47'02" East, 579.66 feet; 3) South 13°39'15" East, 1068.84 feet; thence South 52°56'04" West, departing said Westerly limited access right of way line, 1.53 feet; thence North 56°03'06" West, 29.11 feet; thence North 38°15'39" West, 40.21 feet; thence South 25°00'03" East, 15.71 feet; thence South 37°01'27" East, 24.01 feet; thence South 20°13'18" West, 57.61 feet; thence South 45°13'15" West, 41.21 feet to a point lying on the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 8", recorded in Official Records Book 3213, page 2030, of the Public Records, thence North 2°05'02" West, along said Easterly line, 25.23 feet; thence along the Northerly line of said conservation easement the following twenty-six (26) courses: 1) South 45°12'53" West, 19.58 feet; 2) South 44°29'35" West, 41.77 feet; 3) South 58°05'58" West, 34.66 feet; 4) South 27°11'22" East, 7.27 feet; 5) South 40°40'15" West, 24.37 feet; 6) North 49°02'48" West, 7.93 feet; 7) South 42°58'40" West, 35.85 feet; 8) South 47°25'38" West, 76.32 feet; 9) South 34°55'15" West, 24.53 feet; 10) South 47°05'49" West, 33.20 feet; 11) South 31°39'34" West, 37.42 feet; 12) South 43°01'27" West, 37.22 feet; 13) South 59°37'55" West, 37.46 feet; 14) South 68°20'14" West, 34.76 feet; 15) South 75°46'19" West, 28.22 feet; 16) South 89°01'51" West, 37.33 feet; 17) South 83°53'46" West, 36.35 feet; 18) South 89°35'27" West, 27.50 feet; 19) North 85°03'09" West, 39.71 feet; 20) North 84°34'45" West, 40.30 feet; 21) North 76°57'01" West, 36.75 feet; 22) North 81°23'17" West, 45.42 feet; 23) North 73°52'04" West, 63.10 feet; 24) South 69°39'31" West, 23.17 feet; 25) South 63°47'37" West, 16.62 feet; 26) North 21°47'15" West, 47.77 feet; thence along the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 7", recorded in said Official Records Book 3213, page 2030, the following twenty-two (22) courses: 1) North 31°00'25" West, 171.79 feet; 2) North 20°27'57" West, 31.72 feet; 3) North 27°29'47" West, 29.28 feet; 4) North 07°36'29" West, 118.47 feet; 5) North 01°32'33" West, 104.83 feet; 6) North 43°43'48" West, 33.62 feet; 7) North 29°00'58" West, 72.15 feet; 8) North 12°17'07" East, 33.66 feet; 9) North 28°27'44" East, 49.94 feet; 10) North 51°57'17" East, 45.47 feet; 11) North 09°09'52" East, 77.27 feet; 12) North 49°16'52" East, 98.83 feet; 13) North 27°37'41" East, 84.35 feet; 14) North 49°26'46" East, 39.87 feet; 15) North 28°16'35" East, 74.91 feet; 16) North 46°38'58" East, 111.56 feet; 17) North 17°41'36" East, 88.15 feet; 18) North 28°16'46" West, 72.51 feet; 19) North 52°38'36" East, 81.09 feet; 20) North 25°00'25" East, 74.28 feet; 21) North 04°42'14" West, 111.56 feet; 22) North 28°52'53" West, 69.93 feet; 23) South 61°07'06" West, 25.00 feet; thence North 28°52'53" West, 43.60 feet; thence North 90°00'00" West, 190.55 feet; thence North 22°58'57" West, 190.80 feet; thence North 5°10'36" West, 31.23 feet; thence North 38°11'09" West, 31.12 feet; thence North 29°24'07" West, 39.42 feet; thence North 09°29'48" West, 135.63 feet; thence North 29°53'27" West, 24.12 feet; thence North 54°21'30" West, 41.03 feet; thence South 79°07'25" West, 42.16 feet; thence South 69°58'25" West, 28.95 feet; thence North 86°39'31" West, 78.13 feet; thence South 84°42'07" West, 81.39 feet; thence along the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 6", recorded in said Official Records Book 3213, page 2030, the following four (4) courses: 1) South 45°00'05" West, 33.84 feet; 2) South 2°54'38" West, 64.27 feet; 3) South 12°04'13" West, 39.58 feet; 4) South 03°00'56" West, 64.77 feet; thence South 87°34'01" West, 15.92 feet; thence North 84°29'35" West, 5.47 feet; thence South 81°19'31" West, 66.62 feet; thence along the Easterly and Northerly line of that certain conservation easement described as "Parcel 10 Preservation Area 5", recorded in said Official Records Book 3213, page 2030, the following thirteen (13) courses: 1) North 73°49'05" West, 15.45 feet; 2) South 68°07'02" West, 80.04 feet; 3) North 07°14'31" West, 82.84 feet; 4) North 81°14'45" East, 41.31 feet; 5) North 08°27'54" West, 13.65 feet; 6) North 10°23'01" West, 24.94 feet; 7) North 29°10'40" West, 32.84 feet; 8) North 41°21'51" West, 22.47 feet; 9) North 62°36'41" West, 28.61 feet; 10) North 60°08'26" West, 33.23 feet; 11) North 8°43'10" West, 57.31 feet; 12) North 69°14'27" West, 49.77 feet; 13) North 38°37'47" East, 146.63 feet; 14) North 64°57'57" East, 63.63 feet; 15) North 26°09'29" East, 32.31 feet; 16) North 07°32'11" West, 70.98 feet; 17) North 43°43'58" West, 89.03 feet; 18) North 77°47'45" West, 29.83 feet; 19) North 25°44'17" East, 21.69 feet; 20) North 82°29'58" West, 97.51 feet; 21) North 85°24'23" West, 62.56 feet; 22) North 82°12'58" West, 34.35 feet; 23) North 73°59'12" East, 37.05 feet; 24) North 25°12'51" East, 87.47 feet; 25) North 64°03'47" West, 28.74 feet; 26) North 70°59'06" East, 31.87 feet; 27) North 07°46'17" West, 90.30 feet; 28) North 20°26'21" West, 83.83 feet; 29) North 47°31'07" West, 23.62 feet; 30) North 81°47'44" West, 28.94 feet; 31) North 39°11'25" West, 69.71 feet; 32) South 85°56'22" East, 312.38 feet; thence North 22°48'51" East, departing said Northerly line, 4.27 feet; thence North 25°50'04" West, 25.47 feet to the Point of Beginning.

Containing 87.48 acres, more or less

SURVEYOR'S CERTIFICATE

We do hereby certify that the description is a correctly described and registered land surveyor in and by the State of Florida and as such does hereby certify that this plat is a true and correct representation of the land shown and described hereon and that the survey data complies with all requirements of Chapter 177, Florida Statutes, and further certifies that permanent reference monuments have been set and that permanent control points will be set according to the requirements of said Chapter 177.

Signed this 12 day of May, 2010

A&J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Phone 904-346-1733

By: _____
Jonathan D. Perez
Professional Land Surveyor
State of Florida LS No. 6661

ADOPTION AND DEDICATION

[illegible boilerplate]

ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: President

Witness: _____
Print Name

Witness: _____
Print Name

ACKNOWLEDGEMENT

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 23 day of May, 2010 by [illegible] who is personally known to me or has produced [illegible] as identification.

_____
Notary Public

Notary Seal

TYPE I SUBDIVISION "PUD" ZONING

Zoning: PUD
Area: 87.48 Acres
Total Number of Lots: 177

Electric Service Provided by City Electric Cooperative, Inc.
Water and Sanitary Sewer Service Provided by JEA
Telephone Service Provided by AT&T

Developer
ARBOR MILL, LLC
3130 HARTLEY ROAD, SUITE 103
JACKSONVILLE, FL 32257

Engineer
NORTH FLORIDA ENGINEERING SERVICES, INC.
233 EAST BAY STREET, SUITE 2
JACKSONVILLE, FLORIDA 32202
CERTIFICATE OF AUTHORIZATION #5911

Surveyor
A&J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207

PREPARED BY:
A&J LAND SURVEYORS, INC.
5847 LUELLA STREET
JACKSONVILLE FL 32207 (904) 346-1733
CERTIFICATE OF AUTHORIZATION NO. LB 6661

EXHIBIT "E"

CHARTER OAKS BLVD. EASEMENT AGREEMENT

CHARTER OAKS BOULEVARD

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 1 OF 3 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

CAPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST; THENCE NORTH 89°50'42" EAST, ALONG AND WITH THE SOUTHERLY LINE OF SAID SECTION 31, A DISTANCE OF 941.70 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEAF PLANTATION PARKWAY (A 200 FOOT RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF "OAKLEAF PLANTATION PARKWAY", AS RECORDED IN PLAT BOOK 56, PAGES 1, 2 AND 3 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA;), SAID POINT ALSO BEING THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED; RUN THENCE, NORTH 27°08'31" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF OAKLEAF PLANTATION PARKWAY, AS PER AFORESAID PLAT, A DISTANCE OF 179.89 FEET, TO THE POINT OF CUSP, OF A CURVE, LEADING SOUTHEASTERLY; RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 97°03'34" TO THE LEFT, AN ARC DISTANCE OF 42.35 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°40'18" EAST, 37.47 FEET; RUN THENCE, NORTH 55°47'55" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 181.37 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHEASTERLY; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 82°56'26" TO THE LEFT, AN ARC DISTANCE OF 36.19 FEET, TO THE POINT OF TANGENCY FOR LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 14°19'42" EAST, 33.11 FEET; RUN THENCE, NORTH 27°08'31" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 12.38 FEET, TO A POINT; RUN THENCE, NORTH 62°51'29" EAST, A DISTANCE OF 50.00 FEET, TO A POINT, ON THE ARC OF A CURVE, LEADING SOUTHEASTERLY; RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 51°40'34" TO THE LEFT, AN ARC DISTANCE OF 22.55 FEET, TO THE POINT OF COMPOUND CURVATURE, OF A CURVE CONTINUING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°58'48" EAST, 21.79 FEET; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 40°04'01" TO THE LEFT, AN ARC DISTANCE OF 69.93 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°08'55" EAST, 68.51 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 440.00 FEET, THROUGH A CENTRAL ANGLE OF 07°51'14" TO THE RIGHT, AN ARC DISTANCE OF 60.31 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°02'32" EAST, 60.27 FEET; RUN THENCE, NORTH 21°01'51" WEST, DEPARTING FROM AFORESAID ARC, A DISTANCE OF 23.55 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING NORTHWESTERLY; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 84°29'58" TO THE LEFT, AN ARC DISTANCE OF 36.87 FEET, TO THE POINT OF REVERSE CURVATURE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°41'42" WEST, 33.62 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 265.00 FEET, THROUGH A CENTRAL ANGLE OF 14°36'10" TO THE LEFT, AN ARC DISTANCE OF 67.54 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°44'48" WEST, 67.36 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 92°12'06" TO THE RIGHT, AN ARC DISTANCE OF 40.23 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 05°03'10" EAST, 36.03 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 19°27'20" TO THE LEFT, AN ARC DISTANCE OF 52.63 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 41°25'33" EAST, 52.38 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 25°31'10" TO THE RIGHT, AN ARC DISTANCE OF 22.27 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°27'28" EAST, 22.09 FEET; RUN THENCE, NORTH 57°13'03" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 55.06 FEET, TO A POINT OF CURVATURE, OF A CURVE, LEADING EASTERLY; RUN THENCE EASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 65°27'43" TO THE RIGHT, AN ARC DISTANCE OF 34.28 FEET, TO THE POINT OF TANGENCY, OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°56'54" EAST, 32.44 FEET; RUN THENCE, SOUTH 57°19'15" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 242.22 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING SOUTHERLY; RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 158°25'15" TO THE RIGHT, AN ARC DISTANCE OF 55.30 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING WESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°53'23" WEST, 39.29 FEET; RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 459.13 FEET, THROUGH A CENTRAL ANGLE OF 02°16'49" TO THE LEFT, AN ARC DISTANCE OF 18.27 FEET, TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°02'25" WEST, 18.27 FEET; RUN THENCE, SOUTH 32°40'45" WEST, DEPARTING FROM LAST SAID ARC, A DISTANCE OF 24.94 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHEASTERLY; RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 440.00 FEET, THROUGH A CENTRAL ANGLE OF 48°25'10" TO THE RIGHT, AN ARC DISTANCE OF 356.48 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 59°38'56" EAST, 346.81 FEET; RUN THENCE, SOUTH 36°26'21" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 64.81 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING EASTERLY; RUN THENCE, EASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 110°14'31" TO THE LEFT, AN ARC DISTANCE OF 57.72 FEET, TO THE POINT OF COMPOUND CURVATURE, OF A CURVE LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°26'24" EAST, 49.22 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 04°05'17" TO THE LEFT, AN ARC DISTANCE OF 5.00 FEET, TO A POINT ON LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 31°16'30" EAST, 4.99 FEET; RUN THENCE, SOUTH 36°26'21" EAST, A DISTANCE OF 62.98 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 130.00 FEET, THROUGH A CENTRAL ANGLE OF 13°14'46" TO THE RIGHT, AN ARC DISTANCE OF 30.06 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, LEADING SOUTHERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47°22'00" WEST, 29.99 FEET; RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°25'44" TO THE LEFT, AN ARC DISTANCE OF 39.46 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°46'31" WEST, 35.49 FEET; RUN THENCE, SOUTH 36°26'21" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 46.09 FEET, TO A POINT, ON THE SOUTHERLY LINE OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, (DUVAL COUNTY), AND ALSO BEING THE NORTHERLY LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST, (CLAY COUNTY), AND THE NORTHERLY LINE OF THAT CLAY ELECTRIC CO-OP (C.E.C.) EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2946, PAGE 511 OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, FLORIDA; RUN THENCE, SOUTH 89°50'42" WEST, ALONG LAST SAID LINE, A DISTANCE OF 676.67 FEET, TO A POINT; RUN THENCE, NORTH 00°09'55" WEST, A DISTANCE OF 118.63 FEET, TO A POINT; RUN THENCE, NORTH 27°08'31" WEST, A DISTANCE OF 40.34 FEET, TO A POINT; RUN THENCE, SOUTH 62°51'29" WEST, A DISTANCE OF 50.00 FEET, TO A POINT, ON THE ARC OF A CURVE, LEADING NORTHWESTERLY; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 97°03'34" TO THE LEFT, AN ARC DISTANCE OF 42.35 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°40'18" WEST, 37.46 FEET; RUN THENCE, SOUTH 55°47'55" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 178.27 FEET, TO A POINT; RUN THENCE, SOUTH 27°08'31" EAST, A DISTANCE OF 46.51 FEET, TO A POINT ON THE AFORESAID SOUTHERLY LINE OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, (DUVAL COUNTY), AND ALSO BEING THE NORTHERLY LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST, (CLAY COUNTY), AND THE NORTHERLY LINE OF THAT CLAY ELECTRIC CO-OP (C.E.C.) EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2946, PAGE 511 OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, FLORIDA; RUN THENCE, SOUTH 89°50'42" WEST, ALONG LAST SAID LINE, A DISTANCE OF 28.06 FEET, TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF OAKLEAF PLANTATION PARKWAY, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 1, 2 AND 3 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 288,648 SQUARE FEET, OR 6.62 ACRES, MORE OR LESS, IN AREA.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT CLAY INVESTMENT FUND XIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, KNOWN AS CHARTER OAKS BOULEVARD, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT, BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS. ALL ROADS AND ALL DRAINAGE EASEMENT(S) ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO THE CITY OF JACKSONVILLE, A FLORIDA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS. THE DRAINAGE EASEMENT(S), OVER, UNDER, ACROSS AND THROUGH THE LAKE/STORMWATER MANAGEMENT FACILITIES, AS SHOWN ON THIS PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND:

1) THE DRAINAGE EASEMENTS HEREBY DEDICATED SHALL PERMIT THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID LAKE/STORMWATER MANAGEMENT FACILITIES WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL ON OR COME UPON ALL ROADS, AS ARE HEREBY DEDICATED, TOGETHER WITH ALL SUBSTANCES OR MATTER WHICH MAY FLOW OR PASS FROM SAID ROADS, PARKWAYS, LANES AND COURTS; FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID LAKE/STORMWATER MANAGEMENT FACILITIES, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, FOR ANY DAMAGE, INJURIES OR LOSS TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE DRAINAGE EASEMENTS BY THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS. 2) THE LAKE/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT ARE OWNED IN FEE SIMPLE TITLE BY CLAY INVESTMENT FUND XIII, LLC, THEIR SUCCESSORS AND ASSIGNS, AND ALL MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO SAID LAKE/STORM WATER MANAGEMENT FACILITIES ARE THE RESPONSIBILITY OF THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. THE CITY OF JACKSONVILLE, BY ACCEPTANCE OF THIS PLAT, ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SAID LAKE/STORMWATER MANAGEMENT FACILITIES. 3) THE CITY OF JACKSONVILLE, ITS SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEVELOPER OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE LAKE/STORMWATER MANAGEMENT FACILITIES SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MAINTAIN THE WATER LEVEL FOR IN ACCORDANCE WITH ANY STATE AND LOCAL PERMITS, INCLUDING THE REPAIR, REMOVAL OR REPLACEMENT OF THE LAKE/STORMWATER MANAGEMENT FACILITIES AND THE CONTROL STRUCTURES TO EFFECT ADEQUATE DRAINAGE FOR THE RIGHTS-OF-WAY DEDICATED HEREON.

THE OWNER, ITS SUCCESSORS AND ASSIGNS OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL FOREVER RELEASE, DISCHARGE AND INDEMNIFY THE CITY OF JACKSONVILLE AND SAVE HARMLESS FROM SUITS, ACTION, DAMAGES, LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON AT OR FROM THE LAKE/STORMWATER MANAGEMENT FACILITIES DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES WITHIN "CHARTER OAKS BOULEVARD". THIS INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND THE SUCCESSORS AND ASSIGNS OF THE OWNER AND SHALL BE SUBJECT TO IT.

UPON FAILURE OF THE HOME OWNERS ASSOCIATION TO THE OBLIGATION OF MAINTENANCE AND ANY OTHER MATTERS PERTAINING TO SAID LAKES/STORMWATER MANAGEMENT FACILITIES AS WELL AS TRACTS AND PARCELS FOR ANY USE, THE OBLIGATION WOULD THEN FALL EQUALLY ON THE ARBORS MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC AND/OR CLAY INVESTMENT FUND XIII, LLC, AND/OR THEIR ASSOCIATED LOT OWNERS.

TRACTS "C-1"(CONSERVATION), "P-1" (OPEN SPACE & SIGNAGE) , "SWMF-1" (STORMWATER MANAGEMENT FACILITY) AND "SWMF-8" (STORMWATER MANAGEMENT FACILITY) ARE HEREBY DEDICATED TO ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC. (THE "HOMEOWNER ASSOCIATION"), FOR ITS EXCLUSIVE USE.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFTY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (CURRENT FLORIDA STATUTES 177.091(28).

THOSE EASEMENTS DESIGNATED AS "JEA-EE.", ARE HEREBY IRREVOCABLY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

OWNER: CLAY INVESTMENT FUND XIII, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BY: _____
L. RANDALL TOWERS
MANAGING MEMBER
OF CLAY INVESTMENT
FUND XIII, LLC

_____
WITNESS
PRINT NAME: _____

_____
WITNESS
PRINT NAME: _____

STATE OF FLORIDA, COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY L. RANDALL TOWERS, MANAGING MEMBER OF CLAY INVESTMENT FUND XIII, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME.

_____
NOTARY PUBLIC, STATE OF _____

_____
PRINTED NAME

MY COMMISSION EXPIRES _____

COMMISSION NUMBER _____

PREPARED BY:
A&J LAND SURVEYORS, INC.
5847 LUELLA STREET
JACKSONVILLE, FL 32207 (904) 346-1733
CERTIFICATE OF AUTHORIZATION NO. LB 6661

DEV. # 4860.047

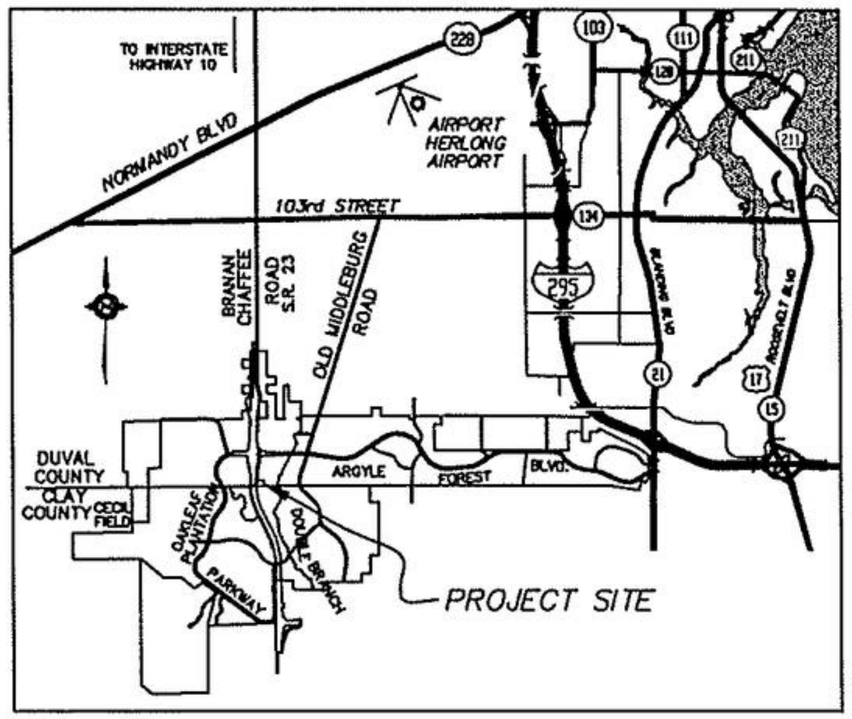
BK: 3872 PG: 733

CHARTER OAKS BOULEVARD

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 2 OF 3 SHEETS



VICINITY MAP
NOT TO SCALE

LEGEND

SECT.	SECTION
R/W	RIGHT-OF-WAY
L.A.R.W.	LIMITED ACCESS RIGHT-OF-WAY
CONC.	CONCRETE
MON.	MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.B.	PLAT BOOK
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
IP	IRON PIPE
(R)	RECORDED BEARING AND DISTANCE
(M)	MEASURED BEARING AND DISTANCE
□	CONCRETE MONUMENT
•	PERMANENT CONTROL POINT
℄	CENTERLINE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
CLI	CENTERLINE INTERSECTION
RP	RADIUS POINT
P.O.R.	POINT OF REFERENCE
CEC	CLAY ELECTRIC CO-OP
CEC-UE	CLAY ELECTRIC CO-OP UTILITY EASEMENT
N.T.S.	NOT TO SCALE

GENERAL NOTES:

1. TRACT DESIGNATIONS ASSIGNED BY THIS PLAT, IF SHOWN NON-SEQUENTIALLY, CORRESPOND TO THOSE OF THE APPROVED ENGINEERING PLANS.

2. BEARINGS BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST AS BEING NORTH 89°50'42" EAST.

3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

4. EXCEPT DRAINAGE EASEMENTS SPECIFICALLY DEDICATED TO DUVAL COUNTY, FLORIDA, ALL EASEMENTS SHOWN HEREON SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF DRAINAGE STRUCTURES, UTILITIES, SANITARY SEWERS AND CABLE TELEVISION SERVICE, PROVIDED HOWEVER THAT SAID CABLE TELEVISION SERVICE SHALL NOT INTERFERE WITH FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR SUCH DAMAGES.

5. CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, OR CUTTING OF TREES OR PLANTS SHALL TAKE PLACE WITHIN CONSERVATION / PRESERVATION AREAS OR JURISDICTIONAL WETLANDS SHOWN ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF THE REGULATORY AGENCIES HAVING JURISDICTION ON SUCH CONSERVATION / PRESERVATION AREAS OR WETLANDS. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT, AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE CONSERVATION / PRESERVATION OR WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO COMMENCING ANY ACTIVITY WITHIN THE CONSERVATION / PRESERVATION OR WETLAND AREAS. THE JURISDICTIONAL WETLAND LINE MAY BE REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES. SECTION 704.061(1)(a through q) FLORIDA STATUTES.

6. THE LANDS SHOWN LIE WITHIN FLOOD ZONE "X" (OUTSIDE 500 YEAR), AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 120077, MAP NUMBER 12031C, PANEL 505, SUFFIX H, DATED JUNE 03, 2013, DATUM USED FOR AFORESAID MAP IS ON US DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS), NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD OF 1988)

7. SECTION LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASURE UNLESS OTHERWISE NOTED.

8. THE LANDS DEPICTED ON THIS PLAT ARE SUBJECT TO THE FOLLOWING MATTERS OF RECORD:

   A) COVENANTS AND CONDITIONS AS CONTAINED IN PARAGRAPH (3)(a) OF QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS VOLUME 746, PAGE 195.

   B) AMENDED AND RESTATED LAND COVENANTS AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9562, PAGE 472; CORRECTIVE AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 9801, PAGE 1185.

   C) MEMORANDUM OF AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10720, PAGE 2094 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 10747, PAGE 2448.

   ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

9. THE STATE PLANE GRID VALUES IN SURVEY FEET (FLORIDA EAST ZONE 901, N.A.D. 1983) SHOWN HEREON WERE GENERATED FROM GPS OBSERVATIONS OF THE FOLLOWING STATIONS:

"KING" COORDINATES: N 2054777.6530 E 341844.3988
"110 72 A10" COORDINATES: N 2173254.1673 E 388416.8642

APPROVED FOR RECORD

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED, ACCEPTED, AND APPROVED BY THE CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, PURSUANT TO CHAPTER 654, ORDINANCE CODE.

_____ DATE: _____

JOHN PAPPAS, P.E.
DIRECTOR OF PUBLIC WORKS

CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY OF JACKSONVILLE, FLORIDA, AND SUBMITTED TO ME FOR RECORDING, AND IS RECORDED IN PLAT BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, THIS _____ DAY OF _____, 2016.

_____ _____

RONNIE FUSSELL, CLERK OF THE CIRCUIT COURT DEPUTY CLERK

PLAT CONFORMITY REVIEW

THIS PLAT HAS BEEN REVIEWED AND FOUND IN COMPLIANCE WITH PART 1, CHAPTER 177, FLORIDA STATUTES, THIS _____ DAY OF _____, 2016.

_____

W. MONROE HAZEN, P.L.S.
PROFESSIONAL LAND SURVEYOR NUMBER 3398

SURVEYOR'S CERTIFICATE

This is to certify that the undersigned is a currently licensed and registered land surveyor in and by the State of Florida and as such does hereby certify that this plat is a true and correct representation of the lands surveyed under his responsible direction and supervision and that the survey data complies with all requirements of Chapter 177, Florida Statutes, and further certifies that permanent reference monuments have been set and that permanent control points will be set according to the requirements of said Chapter 177.

Signed this _____ day of _____, 2016.

A&J LAND SURVEYORS, INC.
5847 Luella Street
Jacksonville, Florida 32207
Phone 904-346-1733

By: _____
Jonathon B. Bowen
Registered Land Surveyor
State of Florida LS No. 4600

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
A&J LAND SURVEYORS, INC.
5847 LUELLA STREET
JACKSONVILLE, FL 32207 (904) 346-1733
CERTIFICATE OF AUTHORIZATION NO. LB 6661

DEV. # 4860.051

BK: 3872 PG: 734

CHARTER OAKS BOULEVARD

A PARCEL OF LAND BEING A PORTION OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 3 OF 3 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

BK: 3872 PG: 735

LINE TABLE		
LINE	BEARING	LENGTH
L100	N21°01'31"W	23.55'
L101	S32°40'45"W	24.94'
L102	N62°51'29"E	27.29'
L603	N55°47'55"E	27.08'
L604	N62°51'29"E	27.29'
L605	S70°43'47"E	46.34'
L606	S03°45'17"E	1.74'
L607	S62°17'25"E	66.47'
L608	S81°00'38"E	62.70'
L609	S88°13'27"E	143.81'
L610	N89°45'05"E	56.78'
L611	S28°33'43"E	72.23'
L612	S15°23'39"E	70.59'
L613	S00°09'18"E	3.13'

FOUND CONC MONUMENT
LB 3624

GRAPHIC SCALE
0 30 60 120
(IN FEET)
1 inch = 60 ft.

O.R.B. 7546, PG. 1491

UNPLATTED LANDS OF THE S.W. 1/4 SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST

55.06'
N 57°13'03" E

TRACT "SWMF-8"
(STORMWATER MANAGEMENT FACILITY)

(DRAINAGE EASEMENT, FROM TOP OF BANK TO TOP OF BANK)

S 57°19'15" E 242.22'

23' EASEMENT FOR INGRESS & EGRESS (ACCESS)

7.5' JEA-EE, AS PER O.R. BOOK ____ PAGE ____ (SEE SKETCH BY THIS FIRM)

N62°51'29"E 50.00'

N27°08'31"W 12.38'

L100

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C601 C617 C618 C619

L101

CHARTER OAKS BOULEVARD
(AN 80 FOOT ROAD RIGHT-OF-WAY)

10' EASEMENT FOR INGRESS & EGRESS (ACCESS)

TRACT "SWMF-1"
(STORMWATER MANAGEMENT FACILITY)

(DRAINAGE EASEMENT, FROM TOP OF BANK TO TOP OF BANK)

OAKLEAF PLANTATION PARKWAY
(A 200' PUBLIC ROAD R/W, AS PER THE PLAT THEREOF, RECORDED IN PLAT BOOK 56, PAGES 1-3)

S27°08'31"E 524.54'(R)
S27°05'14"E 524.74'(M)

N 2129657.95
E 388957.60

N55°47'55"E 181.37'

C600

CHARTER OAKS BOULEVARD
N55°47'55"E 321.20'
(A VARIABLE WIDTH ROAD RIGHT-OF-WAY)

S62°51'29"W 50.00'

C620

N27°08'31"W 40.34'

S55°47'55"W 178.27'

N27°08'31"W 179.89'

NOT A PART OF THIS PLAT

POINT OF BEGINNING
N 2129497.87
E 389039.66

C612

TRACT "P-1"
(OPEN SPACE/SIGNAGE)

FND CMON NO ID (9/2010)

SOUTHERLY LINE SECTION 31
NORTHERLY LINE SECTION 6

N89°50'42"E 941.70'(M)
(NOT TO SCALE)

S89°50'42"W 28.06'

SECTION 31
SECTION 36
SECTION 1
SECTION 6

POINT OF REFERENCE
NORTHWESTERLY CORNER SECTION 6

EASTERLY R/W LINE

S27°08'31"E 46.51'

S27°08'31"E 501.49'(R)
S27°04'49"E 501.30'(M)

225.77' DUVAL COUNTY
N89°50'42"E CLAY COUNTY
253.66'

ODP, LLC
O.R.B. 2976, PG. 754
PARCEL 10B

N.W. 1/4 SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST

N00°09'55"W 118.63'

TRACT "C-1"
(CONSERVATION)
AND
O.R.B. 15272, PG. 1233
CONSERVATION EASEMENT/PARCEL 10 PRESERVATION AREA 4

WETLANDS

S89°25'24"E 98.49'
S88°56'07"E 113.99'
N89°14'49"E 67.55'
N23°50'07"E 37.60'
S15°23'39"E 24.31'
S15°23'39"E 25.08'

87.49'
297.68'

S 89°50'42" W
NORTHERLY LINE OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 25 EAST, (CLAY COUNTY)

676.67'

SOUTHERLY LINE OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST, (DUVAL COUNTY)

S36°26'21"E 64.81'
S36°26'21"E 62.98'
S36°26'21"E 176.98'
S36°26'21"E 206.34'
S36°26'21"E 46.09'

C13 C14 C15 C16

7.5' JEA-EE, AS PER O.R. BOOK ____ PAGE ____ (SEE SKETCH BY THIS FIRM)

N 2129500.39
E 389970.15

49.62' 37.22'

Clay Electric Co-Op (CEC) Easement, as per O.R. Book 2946, page 511 (30' Wide)

UNPLATTED LANDS OF THE S.W. 1/4 SECTION 31, TOWNSHIP 3 SOUTH, RANGE 25 EAST

O.R.B. 7546, PG. 1491

CONSERVATION EASEMENT
O.R.B. 3213, PG. 2030
PARCEL 10 PRESERVATION AREA #3

O.R.B. 1450, PG. 1590

54
53

"PROPOSED" ARBOR MILL AT OAKLEAF PLANTATION "Not a Part of this Plat"

10' CEC EASEMENT

(A 60' ROAD RIGHT-OF-WAY)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	812.70'	400.00'	87°45'44"	S80°18'13"E	556.53'
C3	60.31'	440.00'	07°51'14"	N65°02'32"E	60.27'
C4	36.87'	25.00'	84°29'38"	N66°41'42"W	33.62'
C5	67.54'	265.00'	14°36'10"	N33°44'48"W	67.36'
C6	40.23'	25.00'	92°12'06"	N05°03'10"E	36.03'
C7	52.63'	155.00'	19°27'20"	N41°25'33"E	52.38'
C8	22.27'	50.00'	25°31'10"	N44°27'28"E	22.09'
C9	34.28'	30.00'	65°27'43"	N89°36'34"E	32.44'
C10	55.30'	20.00'	158°25'15"	S21°53'23"W	39.29'
C11	18.27'	458.13'	02°16'49"	N80°02'25"W	18.27'
C12	336.48'	440.00'	46°25'10"	S59°38'36"E	346.81'
C13	57.72'	30.00'	110°14'31"	N88°26'24"E	49.22'
C14	5.00'	70.00'	04°05'17"	N31°16'30"E	4.99'
C15	30.06'	130.00'	13°14'46"	S47°22'20"W	29.99'
C16	39.46'	25.00'	90°25'44"	S08°46'31"W	35.49'
C600	42.35'	25.00'	97°03'34"	S75°40'18"E	37.47'
C601	36.19'	25.00'	82°56'26"	N14°19'42"E	33.11'
C613	42.35'	25.00'	97°03'34"	S75°40'18"E	37.46'
C614	37.91'	100.00'	21°43'18"	N44°56'16"E	37.69'
C615	59.07'	100.00'	33°50'42"	N50°39'38"E	58.22'
C616	475.23'	360.00'	75°38'20"	S74°15'31"E	441.49'
C617	22.55'	25.00'	51°40'34"	S52°38'48"E	21.79'
C618	69.93'	100.00'	40°04'01"	N81°08'55"E	68.51'
C619	216.35'	440.00'	28°10'20"	N78°13'29"E	229.39'
C620	42.35'	25.00'	97°03'34"	N75°40'18"W	37.46'

PREPARED BY:
A&J LAND SURVEYORS, INC.
5847 LUELLA STREET
JACKSONVILLE, FL 32207 (904) 346-1733
CERTIFICATE OF AUTHORIZATION NO. LB 6661

DEV. # 4880.051

EXHIBIT "F"

ARCHITECTURAL GUIDELINES

ARCHITECTURAL CONTROL

&

DESIGN GUIDELINES

FOR

ARBOR MILL

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Exhibit "A" — Arbor Mill Review Fees
Exhibit "B" — Arbor Mill Fence Plan
Exhibit "C" — Arbor Mill *Fence* Specifications

INTRODUCTION

This document is intended to serve as architectural guidelines for Arbor Mill, a single-family subdivision in Clay County, Florida. It contains the necessary information to guide homebuilders and homeowners through the preparation of design requirements of said subdivision and the pertinent governing authorities. This document is prepared specifically for this community and it is suggested that it be reviewed thoroughly and plans be prepared accordingly since plan review will be based on its contents.

All plans are reviewed exclusively by Arbor Mill, LLC

The plans should be addressed for review to.

New Construction Committee or Modifications Committee
Arbor Mill, LLC
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092
Email: Sam@thetowersgroup.com

1 TITLE AND SCOPE

100 TITLE

This compilation of guidelines shall be known as the Architectural Control Guidelines, hereinafter referred to as "Guidelines" for "Arbor Mill."

101 PURPOSE

101.1 The purpose of these Guidelines is to provide certain minimum standards, provisions and requirements for appropriate and acceptable design and minimum required criteria for homebuilders and homeowners implementing new construction within Arbor Mill.

101.1 The suggestions, recommendations, and requirements expressed in these Guidelines hinge upon final approval of plans by and at the discretion of the New Construction Committee ("NCC"), or the Modification Committee ("MC") as applicable. In the event of any conflict for minimum standards between this document and the Florida Build Code ("FBCR") or any other applicable municipal code or ordinance, then the FBCR, code or ordinance shall govern.

101.3 These Guidelines are compatible and in continuity with the Declaration of Covenants, Conditions, Restriction and Easements of Arbor Mill ("Declaration").

102 SCOPE

102.1 New structures hereafter erected within Arbor Mill shall conform to the requirements of these Guidelines and shall require the approval of the NCC.

102.2 Additions, alterations, repairs or any other type of change in any structures that affects the exterior appearance shall conform to the requirements of these Guidelines and shall require the approval of the MC.

102.3 Items to be reviewed by the NCC or MC will include any improvement or structure of any kind, including without limitation, any building, dwelling, fence, wall, sign, site paving, grading, sewer, drain, disposal system, decorative lighting schemes, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, screened enclosures, Jacuzzis, construction of privacy fences, additions of awnings, shelters, gates, flower boxes, shelves and statues.

102.4 These Guidelines are for the purpose of outlining the minimum requirements for residences in Arbor Mill as well as to assist homebuilders and homeowners in the design of their residences. The evaluation of each submittal to the NCC or MC relates

to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible a submission may meet all

guidelines and criteria listed below and still not receive approval, if in the judgment of the NCC or MC its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the NCC or MC to approve applications involving similar designs for proposed improvements pertaining to different lots ("Lots"). The role of the NCC and MC is to insure that the overall quality and appearance of ARBOR MILL are maintained at the highest level possible while still allowing for each owner's individual taste, in design, colors and materials.

2 PROCESSING

Note: Approval of homebuilder or homeowner plans and specifications by the NCC or MC do not release the homebuilder or the homeowner from fully complying with all applicable codes and requirements. The NCC or MC review process is strictly for compliance with ARBOR MILL design parameters as dictated in this document.

201 PROCESS FOR CONSTRUCTION

201.1 Homebuilders or homeowners will examine the enclosed material for items required for review on submitted plans and specifications.

201.2 Plans are to be submitted along with the required submission fee (refer to Exhibit A for fee schedule) to the NCC or MC. In cases of prototype models, a blanket approval may be obtained for a particular model to be used at ARBOR MILL only. In cases of custom homes, or individual modifications, an individual submittal will be required for each one.

201.3 The NCC or MC will release the plans submitted by the homebuilder or the homeowner for Building Permit after full plan review and approval by the NCC or MC is accomplished.

201.4 Send all revisions to the plans and specifications to the NCC or MC for approval in accordance with the above outlined procedure and with the requirements listed in Section 202. Should deviations from approved final plans become apparent during or after construction, without having been approved previously, these shall be subject to removal at homebuilder's or homeowner's expense, and at the discretion of the NCC or MC.

201.5 Allow thirty (30) days time for processing and plan review.

201.6 The homebuilder or homeowner may start construction upon written approval of the construction plans by the NCC or MC and receipt of all required permits from municipal or other authorities having jurisdiction over the project.

202 PLANS SUBMITTAL REQUIREMENT

202.1 The homebuilder or homeowner will submit comprehensive construction plans and specifications, which shall include but not be limited to the items listed:

1. Architectural construction plans:
   a. Site plan: Showing the location of the home with all property lines, easements, setbacks and restrictions lines, drives, walks, roof plan, pools, fences, walls, patios, etc.
   b. Floor plans at 1/8" or 1/4" scale with dimensions.
   c. Elevations with finish notations at 1/8" or 1/4" scale with dimensions:
      i. Showing all exterior materials noting colors and textures.
      ii. Note type, size and material of all openings.
      iii. Roof pitch, type and quality of roof covering material.
      iv. Doors, windows, fences, mechanical equipment.
   d. Typical wall section.

2. Landscaping and irrigation plans:
   Showing location, quantity, sizes and species of all plants, trees, shrubs and ground cover proposed as well as the irrigation coverage. (See 400). Show driveways, sidewalks, patios, and existing trees of 6" in diameter and greater, at a point three feet (3') above ground level. (See 402).

3. Specifications:
   Provide information on type and quality of all exterior materials.

4. Square footage (first and second floors):
   1. Air-conditioned space (living area)
   2. Other

3 SITE

300 ZONING

Existing zoning requirements will be considered as per Clay County Zoning Ordinance, the DRI and the PUD as defined in the Declaration.

301 SITE CONDITIONS

301.1 All lots in ARBOR MILL have curb and gutter at the front or side of the lots. This paving and drainage design shall not be altered in any way.

301.2 Homebuilders and homeowners shall refer to site development drawings for any information of these areas.

302 PARKING

302.1 No parking will be permitted on areas where the subdivision's drainage flow may be interrupted.

302.2 Additional driveway for parking purposes is subject to review and approval.

302.3 No boat, travel trailer, mobile home or motor home can be placed, parked or stored on any lot unless totally contained within a garage or otherwise screened from view and located in a rear yard. No vehicle with a commercial application as indicated by: a logo or insignia on the exterior of the vehicle; a vehicle with visible materials, tools, equipment; a vehicle with an attached trailer; or any other commercial characteristics, which is over one (1) ton in weight can be placed, parked or stored on any lot unless totally contained within a garage or otherwise screened from view and located in a rear yard, subject to approval by the NCC or MC.

303 SETBACK REQUIREMENTS

303.1 Living unit setback requirements shall be in strict accordance with the PUD as it may be amended from time to time.

303.2 The foregoing setback requirements may not be waived by the developer or the NCC or MC. Homebuilders and homeowners are under a legal obligation to comply with county requirements.

4 LANDSCAPING

400 LANDSCAPE REQUIREMENTS

400.1 All landscaping will be in accordance with the requirement of the Clay County landscape ordinances. Nothing herein shall be construed to be less than nor to reduce the requirements of the County.

400.2 All front and side elevations facing the street require landscaping as outlined in section 404 and 407 of these guidelines.

400.3 Landscape plans submitted shall not be at a scale smaller than 1" = 20'-0". All trees, shrubs, screen material, berms, paving patterns, groundcover areas and any other elements necessary to convey the design intent shall be shown. Plans submitted for approval shall have botanical and common names, height, spread and quantities of all plant material. Plant distances, in the case of hedge material and groundcovers, and spot elevations where earthwork is part of the design intent, will also be required.

400.4 Walks shall be constructed of four-inch (4") concrete. Patterns or alternate paving surfaces may be used if they are in keeping with the materials of the structure. These materials must be submitted and are subject to review and approval. However, asphalt pavement shall not

be permitted.

400.5 Any plant material, trees or sod which dies or becomes unsightly after installation must be replaced with approved plants within 2 weeks or any notification by the NCC or MC.

400.6 Equipment Screening: All air-conditioning units, well pumps, pool equipment, etc. shall be screened with landscape or other screening approved by the NCC or MC.

400.7 Front Yards shall be completely sodded with St. Augustine/Floratam, Zosia or Bermuda sod. Rear Yards must be completely sodded with Bermuda, St. Augustine, Argentine, or Bahia Sod. Use of Pensacola Bahia shall be not permitted in any yard.

400.8 It is the responsibility of each lot owner whose lot abuts a lake to maintain the lake bank to the water's edge. It is the responsibility of each lot owner to sod and maintain the area between his or her property line and the street. It is the responsibility of each lot owner to prevent erosion on all areas of his or her lot, including easements, by sodding. At the time a dwelling is constructed on any lot which abuts a lake, it is the responsibility of the homebuilder to sod the lake bank to the water's edge.

401 LANDSCAPE INTENT

The NCC and MC consider landscaping to be a critical design element of ARBOR MILL and to the individual homes within the community. Landscape design should be integrated into the design of the home, from its inception. The use and preservation of native and naturalized landscape materials is strongly encouraged. Landscaping plans should strive to have as strong an impact as possible at the time of installation. New planting compositions should employ simple plant massing and a limited palette of plant types in order to build unity and cohesiveness in the design.

402 PRESERVATION OF EXISTING TREES

Preservation and enhancement of any lot areas retaining native vegetation is strongly encouraged. During the initial home construction, no trees measuring twelve inches (12") or more in diameter at a point three feet (3') above ground level may be removed without written approval of the NCC, unless it is located within ten feet (10') of the living unit. After the initial home construction, no trees measuring six inches (6") or more in diameter at a point three feet (3') above ground level may be removed without written approval of the MC, unless it is located within ten feet (10') of the living unit. Pine trees are specifically excluded from this requirement.

403 TREES

Front and side yard trees shall be planted in accordance with paragraph 404.7 hereinafter.

404 PLANT MATERIAL

404.1 Plant material shall be Florida No. 1 grade or better.

9404.2 Groundcovers other than sod shall be planted and mulched in such a manner to present a finished appearance within three months after planting.

403.2 Hedge Shrubs shall be a minimum three gallon (3 gal.) plant, be of a minimum height of twenty-four inches (24") immediately after planting and shall be planted at a distance of a minimum of eighteen inches (18") on center and a maximum of thirty-six inches (36") on center. Hedge Shrubs must be capable of growing to close all gaps within the first year after planting. Accent Shrubs shall be a minimum seven-gallon (7 gal.) plant, be a minimum height of forty-eight inches (48") immediately after planting and shall be installed as a contiguous design element to accent the Hedge Shrub material. Groundcovers shall be a minimum one-quart (1 qt.) plant and shall be planted at a distance of a maximum of twelve inches (12") on center.

404.4 Synthetic material in the form of plants is not permitted, unless approved on an exception basis.

404.5 Shade Trees shall be species with a mature spread of twelve feet minimum and having a trunk which can be maintained in a clean condition of at least three feet of clear trunk.

404.6 Shade Trees shall be a minimum of eight feet (8') in height when planted. Trunk caliper shall be minimum of three inches.

404.7 A minimum of one (1) Shade Tree as outlined in paragraph 404.7, or the minimum required by Clay County, whichever is greater, shall be provided by the homebuilder and placed in the front and rear yards. Additionally, the street side elevation on side yards of all corner lots require two (2) additional Shade Trees to be planted as outlined in Paragraph 404.7. The number of Hedge Shrubs will be determined by the extent of the exterior elevation(s) fronting a street(s). All front lot elevations require landscaping. For landscape purposes, the extent of the front yard elevation is defined as the continuous linear footage of the exterior walls (including the linear footage of side walls on "bump-outs" or "L-shaped" designs that are not visible) from the outside front corners on the respective elevation, minus the lineal footage of the garage door opening. In addition, the street side elevation of side yards on all corner lots requires landscaping. The lineal dimensions of the elevation(s), excluding garages, divided by one and one half feet (1 1/2') (the minimum distance between plants) will yield the minimum number of Hedge Shrubs. The Hedge Shrubs may be planted in clusters or in a hedge-like fashion. The minimum number of Accent Shrubs per elevation is four (4). Accent Shrubs may be used as a finial to a hedge, the center element in a cluster of shrubs, or side elements to bring focus to an entry. The minimum number of required Accent Shrubs should not be planted separately, freestanding from other plant material. The number of Ground Cover plants will be determined by the extent of the exterior elevation(s) fronting a street(s). The lineal dimensions of the elevation(s), excluding garages, divided by one foot (1') (the distance between plants) will yield the minimum number of Ground Cover plants. The minimum amount of Ground Covers may be used to frame Hedge Shrubs or clustered in focal areas around Accent Shrubs.

405 IRRIGATION

Irrigation systems shall comply with the applicable utility company's rules and regulations. The irrigation system shall be automatically controlled by a time clock. Provisions shall be made for the removal of rust or stain if it is present in the water supply. In the event of rust or stain in the ~~water supply, chemical~~ filtration shall be incorporated in the irrigation system. If staining occurs after the homebuilder has sold the lot, the homeowner shall be responsible for the removal of the stains and the providing of appropriate filters to the system.

406 LANDSCAPE LIGHTING

Lighting is to be low-key and when used, should be used on accent entrances and special features. Overall high levels of light are not desired. Intensity should be no greater than required for pedestrian safety, other than on accent landscape. The scale of this lighting should be at pedestrian level. Exterior lighting must be shielded from adjacent properties. Colored lighting is discouraged and shall be subject to approval by the NCC or MC.

407 RECOMMENDED LANDSCAPE MATERIAL

407.1 The following criteria should be considered when selecting plants for use within ARBOR MILL.

1. Native species and evergreens.
2. Relatively resistant to insects and diseases.
3. Cold hardy material.
4. Adaptability to existing soil conditions.
5. Long life expectancy.

407.2 The selection of plant material for development within ARBOR MILL should be given careful consideration. Attention should be given to year round appearance, maintenance requirements and cold resistance. A list of generally acceptable plants is herein provided. This list is not intended to be complete and is to be used as a guide only. Those listed may be considered to have reasonable maintenance requirements. Plant material has many variables, therefore it is necessary that all plans be reviewed and approved by the NCC or MC to ensure that satisfactory plants have been selected for each location.

408 PLANT LIST

Particular attention should be paid to the individual soil conditions and soil preparation to provide adequate drainage for all planted vegetation. Following is a listing of recommended plant material. Additional types and varieties may be considered acceptable as determined by the NCC or MC.

408.1 GROUND COVERS

Botanical Name	Common Name
1. Asparagus sprengeri	Asparagus Fern

2.	Juniperus chinesis	Juniperus chinesis
3.	Liriope muscari	Lily Turf
4.	Ophiopogon japonicus	Mondo Grass

408.2 SHRUBS (Hedge and Accent)

1.	Raphiolepsis indica	Indian Hawthorne
2.	Cocculus laurifolius	Snailseed
3.	Muhlenbergia capillaris	Muhly Grass
4.	Elaeagnus pungens	Silverthorn
5.	Ilex Burfordii	Burford Holly
6.	Ilex vomitoria Schillings'	Dwarf Yaupon Holly
8.	Juniperus chinesis.	Various Juniper Shrubs
9.	Ligustrum lucidum	Glossy Privet
10.	Mahonia bealei	Leatherleaf Mahonia
11.	Nandina domestica	Heavenly Bamboo
12.	Nerium oleander	Oleander
13.	Pittosporum spp.	Various Pittosporum
14.	Viburnum odoratissimum	Sweet Viburnum
15.	Viburnum suspensum	Sandankwa Viburnum
16.	Crataegus sp.	Hawthorne
17.	Ilex crenata `Compacta'	Compacta Holly
18.	Ilex cornuta "Carissa'	Carissa Holly
19.	Ilex crenata "Helleri'	Helleri Holly
20.	Rhododendron indicum	Azalea
21.	Ternstroemia gymnanthera	Cleyera
22.	Buxus macrophylla	Japanese Boxwood
23.	Ilex x 'Oak Leaf'	Oak Leaf Holly
24.	Gardenia jasminoides	August Beauty Gardenia
25.	Hydrangea quercifolia	Oakleaf Hydrangea

408.3 SHADE / MAJOR TREES

1	Quercus virginiana	Live Oak
2.	Quercus laurifolia	Laurel Oak
3.	Magnolia grandifloria	Southern Magnolia
4.	Nyssa sylvatica	Black Tupelo
5.	Acer rubrum	Red Maple
6.	Betula nigra	River Birch
7.	Ulmus parvifolia	Chinese Elm
8.	Magnolia grandiflora	Southern Magnolia

408.4 FLOWERING / MINOR TREES

1.	Lagerstroemia indica	Crape Myrtle
2.	Eriobotrya japonica	Loquat
3.	Cercis canadensis	Redbud

5 STRUCTURES

500 INTRODUCTION

500.1 The following design guidelines pertain to specific items of a structure that give the character and the overall impression of the home and which must be constant for the design continuity of all the buildings in ARBOR MILL.

500.2 Homes in ARBOR MILL shall be erected of frame or steel construction or concrete block (CBS). All block and framing must be covered as specified in Section 502.

500.3 Minimum and maximum square footage for each of the product lines contained within a living unit excluding garages, patios, porches or other unheated, non-air-conditioned areas shall be as follows:

Product Line	Minimum S.F.	Maximum S.F.
50 Feet Wide Lots	1,500	3,000
60 Feet Wide Lots	1,800	No Maximum

The NCC, in its sole discretion, may grant a variance to this requirement.

501 ROOF AND ROOFING

501.1 Roof structures shall be out of conventional frames, or trusses. Minimum roof overhang shall be twelve inches (12").

501.2 Finish materials for pitched roofs must be consistent throughout ARBOR MILL. Wood shakes, metal, gravel or barrel tile roofs are not permitted. Other materials not specifically mentioned are subject to review and approval by the NCC or MC. Shingles may be used as long as they are specified to be fiberglass or thirty (30) year asphalt architectural dimensional roofing shingles and fungus resistant (FRS).

501.3 Mansard roofs and Gambrel roofs, characterized by steep lower slope and flatter upper portion shall not be pen pitted.

501.4 Roof top mechanical equipment must be so located to reduce or eliminate its visibility from street, sidewalk or adjacent properties.

501.5 Gutters and down spouts may be exposed only if painted properly to match the color of fascia, wall or column.

501.6 All exposed roof vents, valleys, flashings, eave drip, and pipes extending through the roof shall be painted the same color as the roof.

501.7 Minimum roof pitches in ARBOR MILL shall be 6:12. Lower roof pitches will be considered by the NCC or MC on an individual basis for minor components of the main roof (i.e., dormers, porches, bay windows, etc., if compatible with a particular style.)

502 EXTERIOR WALLS

502.1 The following requirements apply to all exterior walls and all kinds of facade applications for all structures. All elements of all elevations shall complete a total and continuous design.

502.2 All materials must be in compliance with the Standard Building Code.

502.3 Exterior wall finishes will be consistent in color schemes, texture, compositions and character throughout ARBOR MILL. All exterior finishes will be subject to review and approval by the NCC or MC. Exposed concrete block walls, walls with any other type of exposed modular concrete units, and walls with metal finishes are not permitted.

502.4 The acceptable finishes for exterior walls are the following:

A. Brick

B. Stucco over concrete block (Except heavy trowel)

The following are subject to approval by the NCC or MC based on each instance

C. Stone

D. Hardie Plank or similar siding no wider than 12" (12 inches)

All wood or exterior siding will be finished, painted, stained or otherwise protected from the elements of nature.

502.5 The homes in ARBOR MILL must consist of a minimum of twenty-five percent (25%) of the elevations in brick, stucco, or stone. The homes in ARBOR MILL shall either have all brick or brick and siding, or all stucco or stucco and stone, or stucco and siding, brick and stone, or brick and stucco on their exterior walls. However, the finish materials in each elevation will be limited to two (2) different finishes. Sidewalls between the front outside corners are considered part of front elevation for purposes of this section. It is the intent of this paragraph that the front elevation be predominantly brick, stucco or stone.

When using brick and siding or brick and stucco in the front elevation, the brick shall wrap around a minimum of twenty four inches (24") to the side elevations. When using stucco and siding, the stucco shall wrap a minimum of twenty four inches (24") to the side elevations.

502.6 It is suggested that the homes on corner lots should have the garage located on the side property line farthest from the street.

502.7 Where monolithic slab construction is proposed for foundations, sufficient footing shall be incorporated into the slab construction so that any exterior walls requiring brick or stucco finish can be constructed with stucco or the first row of brick starting below finish grade. In other words, the brick or stucco wall section should have the same appearance as if the

foundation slab was constructed with a stem wall design.

503 EXTERIOR WALL COLORS

503.1 Homebuilders may offer color schemes previously approved by the NCC or MC.

503.2 When finish materials for the exterior of the structures require painting, the color selection shall be based on compatible colors throughout ARBOR MILL. Paint colors are subject to review and approval by the NCC or MC.

503.3 Proposed paint/color schemes and color samples shall be submitted to the NCC or MC and color coordinated with the elevation for approval. Pre-selected color schemes for prototype models may receive blanket approvals.

504 WINDOWS

504.1 All window framing will be bronzed, cream or white anodized aluminum or wood or other material acceptable to the NCC or MC.

504.2 Window shutters may be used. Painted wood or fiberglass will be acceptable.

504.3 All exterior windows shall be double-paned.

505 GARAGES

505.1 All homes shall have garages that will accommodate two full-sized cars, unless otherwise approved by the NCC or MC.

505.2 All driveways shall be of poured concrete with a minimum depth of four inches (4") or as required to meet county requirements.

505.3 No metal or fiberglass covered carports will be permitted throughout ARBOR MILL.

506 DOORS

506.1 Screen doors shall be compatible with the design and color of the home, but in no event shall a screen door be installed on the front entrance of any home.

506.2 Entrance doors shall be compatible with the home design and made of solid wood, fiberglass or metal insulated type. Glass inserts may be included.

506.3 Garage doors shall be compatible with entrance doors and may include glass panes.

507 SCREENED ENCLOSURES

No screened enclosure shall be permitted on the front of the home. Patio or pool screened enclosures shall be permitted subject to review and approval by the NCC or MC. If the proposed enclosure comes with a roof, then it shall be consistent with the main home roof (i.e., use same color and type of roof shingle). If the roof of the proposed structure is made of aluminum or metal then it is recommended that the metal match the color of the roof of the home.

508 AWNINGS

Awnings shall be permitted only at the discretion of the NCC or MC.

509 DETACHED STRUCTURES

Any freestanding structure contemplated for a property such as, but not limited to, a pavilion, gazebo, platform, playhouse, storage room, cabana, etc., must be submitted for approval with the required drawings and information. Aluminum or metal storage sheds are not permitted. Approval will be granted only upon the merit of the structure and desirability for the neighborhood. Visual obstruction of or intrusion into neighboring property will be considered during the review process.

510 FENCING

IN ALL CASES, FENCING OF ANY PORTION OF ANY LOT IN ARBOR MILL IS SUBJECT TO THE PRIOR APPROVAL FROM THE NCC OR THE MC, AND MUST BE OBTAINED IN WRITING PRIOR TO INSTALLATION. THIS PROVISION WILL BE STRICLTY ENFORCED AND IS INTENDED TO PRESERVE THE AESTHETIC CONSISTENCY AND ARCHITECTURAL MERIT OF ARBOR MILL. In all cases, all fencing and landscape must be placed so as not to block or impede drainage.

510.1 Each owners of the Lots located on the eastern boundary of the Property adjacent to the power line as shown on the recorded Plat of Arbor Mill, is required to construct a fence along the rear portion of its respective lot or if the fence is already installed at the time of acquisition shall maintain the installed fence. The Fence shall be a minimum of five feet (5') in height and shall be constructed of white vinyl or PVC. No deviation in height or color is permitted along the powerline.

510.2 Privacy fence on Lots in ARBOR MILL is permitted. In no case, other than the power line referenced above, shall the height of any fence exceed Six Feet (6') including the one foot (1') lattice accent. The approved fence shall consist of white PVC or vinyl privacy-type, Five Feet (5') in height with a one-foot (1') lattice accent for a total height of six feet (6') as shown on Exhibit "C-1" ("Standard Lattice Fence").

510.3 No fencing shall be allowed closer to the front of the home than the mid-point of the longest sidewall plane of the structure. For corner lots, no fencing is permitted on the side

yard facing the street within twenty feet (20') of the street right-of-way.

510.4 On lot lines abutting the lakes, wetlands or common areas, should an Owner desire to fence its property, only four foot (4') high picket style black aluminum or wrought iron may be used as shown on Exhibit "C-2". Further, owners of Lots abutting lakes must install one gate opening to allow for maintenance of the lake bank.

510.5 Fencing between lots must be Standard Lattice Fence.

510.6 (Intentionally Omitted)

510.7 For any lot abutting a lake or water body, a transition area of thirty feet (30') from top of bank shall be used for the transition of height from a maximum of six feet (6') to the required minimum height of four feet (4') along the lake bank. The fence located in said transition area must be consistent in pattern, style, color and material for both sides of the lot. An example of approved transition fencing is shown on Exhibit "C-4".

510.8 Pool barriers, related to children's safety must be consistent with all local, state and national safety guidelines and standards. Pool enclosures such as lanais shall be subject to consideration by the NCC or MC on a case-by-case basis. Exceptions to these requirements may be granted upon review, based upon architectural merit, especially where stucco walls, or trellises, or other similar extensions of the structure are incorporated as part of such fence enclosures.

510.9 All fencing along any street shall include a landscape component of three (3) gallon plants or vines, planted twenty four inches (24") on center.

510.10 In the case of any lots where the rear yard of said lot abuts the side yard of another lot, the NCC or MC shall cooperate with and assist the respective Owners of said lots to develop a fencing plan that promotes and preserves the uniformity, and consistent fencing aesthetic of Arbor Mill.

In all cases, neighbors are encouraged to coordinate with one another so as to promote, preserve and present a harmonious appearance when practicable on adjacent Lots in and throughout ARBOR MILL.

511 RECREATION STRUCTURES

All recreation structures (excluding basketball backboards that are mounted on the exterior of a home) shall be located at the rear of the dwelling, or on the inside portion of a corner lot within the setback lines. Portable basketball goals may be permitted so long as such recreational equipment is stored away and shielded from view when not being utilized. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature (except basketball backboard) shall be constructed on any part of the lot located in front of the rear line

of a residence constructed hereon and shall be constructed so as not to adversely affect the adjacent lots or the use thereof Any such structure must have prior approval of the NCC or MC and without limiting any other criteria for approval, the NCC or MC shall review the height of such structures to assure the privacy of neighboring homeowners.

512 AIR CONDITIONERS

No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view, insulated by a fence, wall or shrubbery so as to minimize noise.

513 FIREPLACES AND CHIMNEYS

All proposed chimneys shall be submitted to the NCC or MC for review and approval. A detail of the chimney top should be shown.

514 SWIMMING POOLS AND TENNIS COURT

Any swimming pool or tennis court to be constructed on any lot shall be subject to the review and approval of the NCC or MC.

515 SATELLITE DISHES

Subject to the rules and regulations promulgated by the Federal Communications Commission from time to time, all radio or television aerials, satellite dishes or antennae or any other exterior electronic or electrical equipment or devices of any kind should be placed, to the extent feasible, in locations that are not visible from the street, so long as such placement does not impair reception, permits reception of any acceptable quality signal and does not cause the Owner to incur an unreasonable expense. In general such equipment shall not be installed or maintained on the exterior of any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC or MC, as applicable. As a general rule, antennae and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

516 CABLE T.V., TELEPHONE AND CONDUIT

For each new home that is constructed in ARBOR MILL, it is recommended that it be prewired for cable TV, telephone and alarm systems.

517 ELECTRIC METER BOX AND CONDUIT

Electric meter boxes and conduits shall be painted to match the color of the exterior wall finish.

518 MAILBOXES

The builder of each lot is responsible for its own mailbox unless a central mailbox is installed by the builder.

519 WAIVERS

The architectural planning criteria set forth herein are intended as guidelines to which adherence shall be required by each homebuilder and homeowner in the property; provided, however, the NCC or MC shall have the express authority to waive any requirement set forth herein if, in either of its professional opinion, the same deems such waiver is in the best interest of the property and the deviation requested is compatible with the character of ARBOR MILL.

6 MAINTENANCE

600 MAINTENANCE DURING CONSTRUCTION

During construction all debris shall be placed in a single location on the lot of the construction site only. The debris shall be contained by some type of barrier (e.g. wire fencing) to assist in keeping the debris from being scattered.

The site contractor, homebuilder, or the homeowner shall insure that any run-off from the property during storms shall not cause siltation to adjacent properties, sidewalks or roadways. In the case of such erosion / siltation, any and all such soil or fill material shall be immediately removed from the adjacent properties, sidewalks or roadways. Failure to do so within 48 hours after notification by the NCC or MC will cause removal of the same by action of the NCC or MC and all related costs plus an administrative fee will be charged to the homebuilder or the homeowner.

After construction no debris or trash of any kind shall remain on any lot, or on sidewalks or streets contiguous thereto; no excess building material, storage shed or trash shall remain on such a lot, sidewalk or street. It is hereby made the duty of the homebuilder or his or her agent, or the homeowner, to remove or cause to be removed any and all of the above debris within 72 hours of notification by the NCC or MC. Failure to comply with the request will cause removal of the debris by action of the appropriate committee and all related costs plus an administrative fee will be charged to the homebuilder or the homeowner.

Exhibit "A"

ARBOR MILL REVIEW FEES

New Construction

• Complete plans — new home plan, site plan, landscape plan and exterior colors	$250.00
• Pre-approved home plan with site plan, landscape plan and exterior colors	$200.00
• Landscape plan and exterior colors submitted after original Submittal	$50.00
• Resubmittals	$50.00
• Miscellaneous approvals for pools, screen enclosures, fencing, etc. on new construction	$35.00

New construction plan submittals must be accompanied by a check payable to ARBOR MILL, LLC.

Miscellaneous Approvals:

Any improvement, addition, alteration, or structure of any kind including, but not limited to, any building, fence, wall, painting, alteration of dwelling (including doors, windows, roof), installation of solar panels, swimming pool, screen enclosure, Jacuzzi, and addition of awnings and landscape improvement.

Miscellaneous submittals must be accompanied by a check payable to the ARBOR MILL, LLC. in the amount of $25.00

SUBMITTAL FEES ARE SUBJECT TO CHANGE

Exhibit "B"

ARBOR MILL FENCE PLAN

[intentionally deleted]

Exhibit "C" FENCE SPECIFICATIONS

C-1 5' Privacy with 1' Lattice Accent

C-2 4' Picket

Exhibit C-1
5' Privacy with 1' Lattice Accent

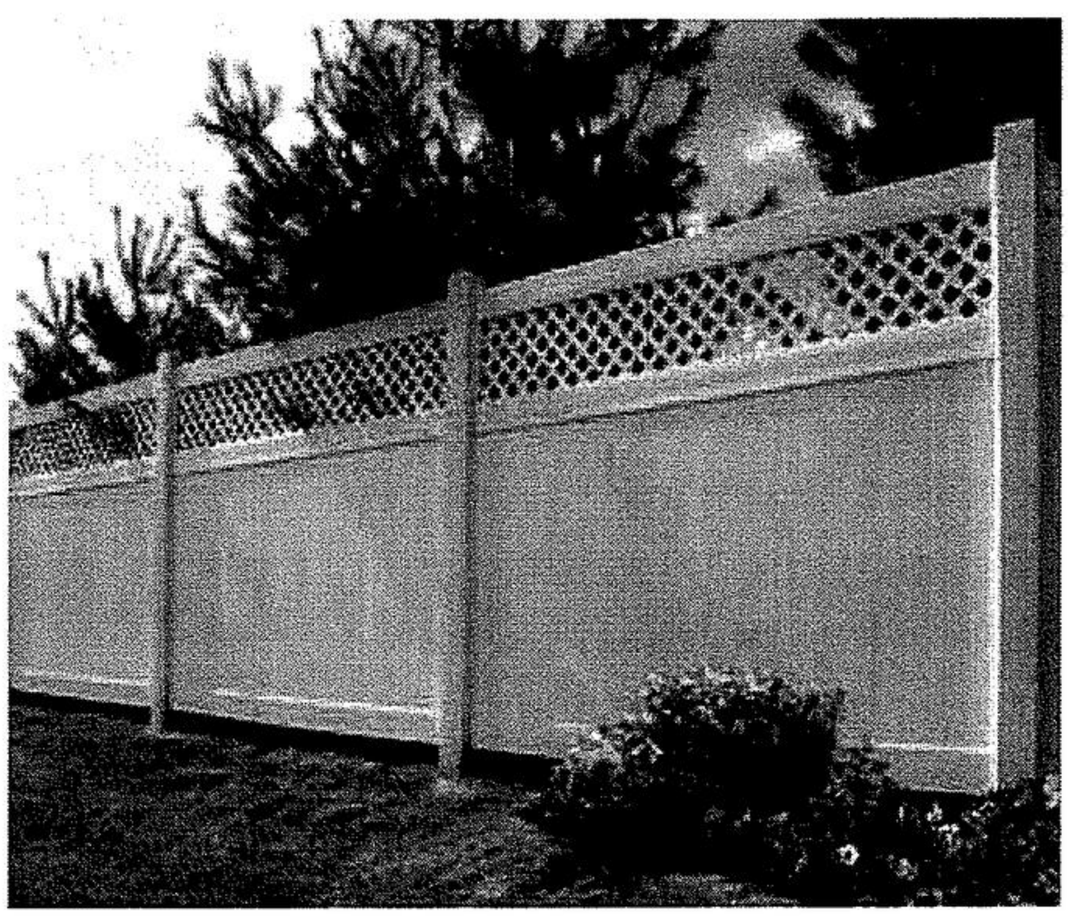


Exhibit C-2
4' Picket



CONSENT AND JOINDER TO

DECLARATION OF OVNENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS

FOR ARBOR MILL AT OAKLEAF PLANATION

The undersigned joins in and consents to this Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Mill at Oakleaf Plantation ("Declaration") and acknowledges that the terms of the Declaration are and shall be bind upon the undersigned and shall run with the title of the parcels encumbered by the Declaration and shall be binding upon all persons having any right title or any interest in such property, their heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Joinder and Consent.

Lisa Tallant

Print Name: Lisa Tallant

Kelly Stofflet

Print Name: KELLY STOFFLET

CAPITAL SOLUTIONS IV, LLC a Florida limited liability company

By: T. P

Name: TIM RITCH

Its: MANAGER

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 28 day of June, 2016 by TIM RITCH, the MANAGER of Capital Solutions IV, LLC., a Florida limited liability company, on behalf of the company and who is personally known to me or produced a driver's license as identification.

JENNIFER GALLO
Notary Public - State of Florida.
My Comm. Expires Dec 18, 2017
Commission # FF 077970

Notary: Jennifer Gallo

Print Name: JENNIFER GALLO

Notary Public State of Florida

My Commissioner Expires: 12/18/17