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271.50

Record & Return To: Susan Wood, 4729 U. S. Highway 17
Suite 204, Orange Park, Florida 32003

LIST OF EXHIBITS:

- Exhibit "A"= Certain real property in Clay County, Florida.
- Exhibit "B"= Designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater.
- Exhibit "C"= Articles of Incorporation for Brannan Mill Plantation Homeowners' Association
- Exhibit "D"= Bylaws of Brannan Mill Homeowners' Association
- Exhibit "E"= Additional Land
- Exhibit "F"= Supplemental Declaration
- Exhibit "G"= Landscaping and Signage Easement



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Page: 0595
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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$271.50

5 MIN. RETURN

**COVENANTS AND RESTRICTIONS OF
BRANNAN MILL PLANTATION**

RECITALS

BRANNAN MILL PLANTATION, L.L.C., a Florida limited liability company is the owner of certain real property in Clay County, Florida, more particularly described in **Exhibit "A"** hereto and in that certain Plat of Brannan Mill Plantation Unit One recorded in Plat Book 37, pages 11 through 15, inclusive, all of the public records of Clay County, Florida. The Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and, therefore, desires to place certain covenants and restrictions affecting the use of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and further desires that these Covenants and Restrictions run with the title to the land so restricted. The Developer also anticipates that other land may be made subject to these Covenants and Restrictions at a future time and desires to provide for the annexation of such other lands so that the annexation itself and the subsequent administration of these Covenants and Restrictions for all affected lands be coordinated and in harmony.

NOW THEREFORE, the Developer, for itself and its successors and assigns, hereby restricts the use of all of the Land and places upon the Land the following covenants and restrictions, to run with the Land. The grantee of any deed conveying any Lot or any part

thereof is deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1, **DEFINITIONS.**

(a) **Additional Land.** "Additional Land means and refers to other lands located in Clay County, Florida, in the vicinity of the Land including the lands described in **Exhibit "E"** hereto. The Additional Lands are not subject to these Covenants and Restrictions unless and until a supplemental declaration is filed in the public records as set forth in paragraph 34 below.

(b) **ARB.** "ARB" means and refers to the Architectural Review Board. The ARB is a standing committee of the Association charged under these Covenants with certain responsibilities regarding the improvements located or to be located on the Lots.

(c) **Articles.** "Articles" means and refers to the Articles of Incorporation of the Association.

(d) **Association.** "Association" means and refers to Brannan Mill Homeowners' Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(e) **Board of Directors.** "Board of Directors" means and refers to the Association's Board of Directors.

(f) **Builder.** "Builder" means and refers to any person or construction company which purchases a Lot for the purpose of constructing improvements thereon for resale.

(g) **Boulevard.** "Boulevard" means and refers to the improved and unimproved Brannan Mill Boulevard right of way owned by Clay County.

(h) **Common Areas.** Common Areas mean and refer to parcels described in Exhibit "G" hereto and to parcels identified as Tracts A, B and C of the Brannan Mill Plantation Unit One Plat, and swales, drainage facilities, easements and drainage control structures located either within the Plat or outside of the Plat and comprising or located on all or any part of the Surface or Stormwater Management System; and such other real property as may hereafter be conveyed

to and accepted by the Association for the mutual welfare or benefit of the Owners.

(i) Developer. "Developer" means and refers to **BRANNAN MILL PLANTATION, L.L.C.**, a Florida limited liability company, and its successors and assigns.

(j) Lake. "Lake" means and refers to that area described as Tract A of the Brannan Mill Plantation Unit One Plat and similar areas within the Additional Land upon annexation of any part thereof.

(k) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association. Any such additional real property may be subject to other and further restrictions.

(l) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association. "Lot" does not include or refer to any portion of the Land designated on the Plat for the general recreation and enjoyment of Owners.

(m) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(n) Other Property. "Other Property" means and refers to a parcel of land fronting on Old Jennings Road between the westerly boundary of Brannan Mill Boulevard and the easterly border of Brannan Mill Plantation Unit One.

(o) Owner. "Owner" means and refers to the record owner (including "Developer"), whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(p) Plat. "Plat" means and refers to the plat of Brannan Mill Plantation Unit One recorded in Plat Book 37, pages 11 through 15, inclusive, all of the public records of Clay County, Florida, and any future recorded plat of the Land or of the Additional Land (or any part

thereof) upon its annexation.

(q) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(r) Subdivision. "Subdivision" means and refers to the lands within a Plat.

(s) Surface or Stormwater Management System. "Surface or Stormwater Management System" has the meaning described in paragraph 25 below and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular includes the plural and visa versa; the use of any gender includes all genders; and the use of the term "including" means "including without limitation". These Covenants and Restrictions shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Land by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

2. **SINGLE FAMILY RESIDENCE ONLY; TWO STORY LIMIT.** Without approval of the ARB, the height of the Primary Residence or any such out building shall not be more than two (2) full stories above the normal surface of the ground and in no event may any Primary Residence or permitted outbuilding exceed thirty-five feet (35') in height. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. **HOMEOWNERS' ASSOCIATION.** The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws (copies of which are attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively) as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

Class A Membership: Each Owner (except Developer) is a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot is allocated one vote.

Class B Membership: Developer is the sole Class B member of the Association and is allocated three (3) votes for each Lot owned by it. Class B membership shall cease on the earlier of: (a) January 1, 2020, OR (b) when Developer no longer owns any Lot, OR (c) upon the Developer's election to terminate Class B membership, which election will be effective upon Developer's filing of written notice thereof in the public records of Clay County, Florida, OR (d) when seventy-five percent (75.0%) have been conveyed to Owners, or as otherwise provided in the By-laws. A vote is sometimes herein referred to as a "voting interest".

Notwithstanding the foregoing:

(a) Members other than the Developer are entitled to elect at least a majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(i) Three (3) months after ninety percent (90.0%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners; or

(ii) Such other percentage of the Lots has been conveyed to Owners, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of the Lots.

(iii) For purposes of this paragraph, the term "Owners" excludes Builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale; the phrase "all phases of the community that will ultimately be operated by the Association" is intended to refer to all of the Subdivisions created or to be created within the Land and the Additional Land.

(b) The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5.0%) of the Lots in all phases of the community that will ultimately be operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Owners. The Association shall oversee, administer, support, refurbish and maintain the Common Areas and other areas from time to time designated by the Board of Directors. The Common Areas may not be encumbered or conveyed in whole or in part without the prior written consent of at least two-thirds (2/3rds) of the Class A members.

Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. **COVENANT FOR MAINTENANCE ASSESSMENTS.** The Developer hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and extraordinary expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the land and are a continuing lien upon the Lot against which each such assessment is made from the date

of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvements and maintenance of the Common Areas; provided, however that the Association has determined that it is in the best interests of the Association and the Owners that the Association undertake to maintain the unpaved areas lying within the public right-of-way of Brannan Mill Boulevard from the intersection of Old Jennings Road a distance of approximately 1,200 feet, notwithstanding that those areas are not Common Areas and are subject to the rights of others, and that the Association claims no rights or only limited rights in or to those areas, the Association finds that the recreation, health, safety and welfare of the Owners is promoted and enhanced by undertaking such maintenance and, therefore, now joins the Developer in declaring that the Association will landscape, mow, trim, irrigate and maintain the subject area in a neat and orderly condition and the dues of the Association may be utilized for such purposes, subject always to the rights of appropriate public authority within the above described area.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$200.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained. A quorum for such purposes is thirty percent (30.0%) of the total voting interests.

The Board of Directors shall fix the assessment annually at amounts not in excess of the

maximum.

In addition to the annual assessments authorized above, each Lot is subject to a one-time capital assessment of \$150.00, which assessment comes due and is payable to the Association from the buyer of each Lot at the time of its conveyance from the Developer.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of a majority of the voting interests present in person or by proxy, represented in a meeting at which a quorum has been attained.

Written notice of any meeting called for the purpose of taking any action authorized above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast thirty percent (30.0%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all Lots in a Subdivision and may be collected on a monthly basis. Both special and annual assessments may be assessed in differing amounts for different Subdivisions based upon the state of development thereof, levels of services required, or other relevant factors. The Developer may be excused from such payments as permitted by law. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status

of assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may charge a reasonable fee for the furnishing of such a certificate.

The annual assessments provided for herein shall commence as to a Lot upon the earlier of: (a) conveyance of the Lot to an Owner who is not the Developer or a Builder, (b) the occupancy of a Primary Residence on the Lot, (c) one (1) year from the conveyance of the Lot from Developer to a Builder, or (d) on December 31, 2003, as to Lots within Brannan Mill Plantation Unit One (it being understood that a later date may be established as to Additional Lands upon the annexation thereof).

Any assessment not paid within thirty (30) days after its due date shall be subject to the imposition of a late charge in the amount of Fifty and No/100 Dollars (\$50.00) and bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Clay County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Clay County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other

proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage, nor shall any mortgagee be required to collect assessments.

The St. Johns River Water Management District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

5. **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** The Developer and the ARB each have the right, but no 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 thereof will, in the sole judgment and opinion of the ARB, obstruct the vision of the motorist upon any street.

6. **MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE.** No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1,390 square feet.

The ARB may make such greater or lesser area requirements as it may hereafter deem proper, provided such increase or decrease in area does not exceed ten percent (10.0%) of the above limit. Different restrictions allowing greater or lesser area may be imposed with respect to any additional real property annexed to the Covenants and Restrictions and brought within the jurisdiction of the Association.

7. **OTHER STRUCTURES.** Subject to the restrictions contained in paragraph 11 below, the following buildings, structures and objects may be erected and maintained on a Lot but only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; garbage and trash cans; detached garages; hothouses; greenhouses; work shops; permanent storage sheds; bath houses; children's playhouses; outdoor barbecue pits; swimming pools or

improvements in connection therewith. Each such object shall be constructed of ARB's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code or zoning ordinance.

8. **SET BACK FOR ALL STRUCTURES.** No building shall be located on any Lot nearer than twenty feet (20') to the front lot line (and, in the case of corner Lots, ten feet (10') to any abutting street, in the Brannan Mill Plantation Unit One), nor nearer than five feet (5') to any side lot line, nor nearer than ten feet (10') to the rear lot line. Distance between adjacent dwellings shall not be less than ten feet (10').

Notwithstanding the foregoing and subject to applicable zoning limitations, the ARB may reduce any set back limitation set forth herein in the event such a reduction is determined by the ARB to be necessary or convenient to the use and enjoyment of the Lot and such reduction is not greater than one-third (1/3) of the limitation affected.

9. **RESUBDIVIDING OR PLATTING.** Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

10. **FENCES AND HEDGES.** Fences or walls may not be built or maintained on any portion of any Lot except on the rear or side lot line and no closer to the front of the Lot than eight feet (8') rearward of the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six feet (6') from the normal surface of the ground. No fence or wall shall be erected until the quality, style, color or design shall have been first approved by the ARB.

Without the express prior written consent of the ARB, no fence may be constructed on any Lot abutting a Lake.

In the event of the violation of the Covenants contained in this paragraph, the Developer or the ARB may summarily and without the permission or consent of the Owner, enter upon the

Lot and remove the unpermitted fence and the Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Association on the day of entry and removal and will thereafter bear interest at the rate of eighteen percent (18%) per annum. All such costs shall be secured by a lien on the Lot, which lien is created, evidenced and enforced and is subject to those limitations as provided for in paragraph 4 of these Covenants for the enforcement of payment of Association dues. Nor shall the ARB or the Developer or their agents or employees be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal.

Except as expressly provided herein to the contrary, all fences shall be constructed of wood or other material approved by the ARB or the Developer and shall be so constructed as to provide a continuous visual barrier of the type commonly known as "panel fences" or "shadowbox fences". All such fences shall be installed "good side out"; that is, horizontal stringers used to bind and support the fencing material will face the interior of the Lot. Chain link and barbed wire fences are prohibited. Fences at the rear of any Lot abutting a Lake will not exceed four feet (4') in height and will be of "picket" design.

11. **APPROVAL OF STRUCTURES.** For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. Each Lot shall be used for the purpose of constructing a Primary Residence thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure may be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 7 above. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape,

height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface contours of the Land, and such other information as the Developer shall require, have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans of the Developer. Without limiting the generality of the foregoing, no basketball backboard may be placed or permitted to remain within twenty feet (20') of the front curb line.

Upon completion of construction of a Primary Residence on any Lot and the subsequent occupancy of the Primary Residence, and provided the construction of the Primary Residence complies with all requirements of the Developer imposed with respect to such construction, the Association will thereafter be vested with the rights of Developer reserved under this paragraph and with the right to enforce in its own name the conditions, limitations and restrictions herein set forth with respect to all improvements located or to be located upon that Lot. Developer may, but is not required to, record from time to time in the public records of Clay County, Florida, a certificate identifying any Lot or Lots coming within the jurisdiction of the Association pursuant to the terms of this paragraph; provided, however, that the Developer's failure to record such a certificate will not deprive the Association of the rights to be transferred to it as above set forth. The Association may exercise its rights through the ARB.

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the Land.

Neither the ARB, the Association, the Developer, nor the owner of any lands hereafter

annexed to this Declaration, or any of their respective representatives, shall be liable in damages to anyone submitting plans for approval, or to any Owner or occupant of the Property, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing any proposed improvements or additions on any portion of the Property agrees and shall be deemed to have agreed for such Owner, his personal representatives, heirs, successors and assigns, to hold the ARB, the Association, the Developer, and the owner of any land hereafter annexed to this Declaration, and all other Owners, harmless from any liability, damage to property, injury to persons, and from expenses or damages arising from the construction and installation of any proposed improvement, and such Owner shall be solely responsible for the maintenance, repair and insurance of any proposed improvement, and for assuring that such proposed improvement meets all applicable governmental approvals, rules and regulations. No approval as provided herein shall be deemed to represent or imply that the proposed improvement, if construction in accordance with the approved plans and specifications, will result in a properly designed or constructed improvement, or will meet all applicable building codes, governmental permits, or other governmental requirements.

12. **NO PARKING OF VEHICLES, BOATS, ETC.** Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard by an approved privacy fence, provided, however, that no vehicles, boats, trailers, or other offensive objects may be kept in the rear or side yard of any Lot abutting a Lake. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time.

13. **WINDOW AIR CONDITIONERS AND CLOTHES LINES.** Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

14. **NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be, become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

15. **COMPLETION OF COMMENCED CONSTRUCTION.** When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within nine (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway approved by the Developer from the paved portion of the abutting street to his garage entrance.

16. **NO PICNIC AREAS PRIOR TO CONSTRUCTION.** No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

17. **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 adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

18. **RESIDING ONLY IN RESIDENCE.** No trailer, basement, garage, or any outbuilding of any kind other than an approved guest house shall be at any time used as a residence either temporarily or permanently.

19. **SIZE OF SIGNS.** No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the Owner or occupant and the house number, provided such sign does not exceed one hundred fifty (150) square inches in size. The ARB may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

20. **AERIALS AND ANTENNAS.** No satellite dish(antenna), radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB.

21. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB.

22. **PETS.** Not more than two dogs or two cats may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be

used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Board of Directors or the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot. Neither the Board of Directors nor the Developer assumes any obligation to any party for the enforcement of these pet restrictions.

23. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon 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 on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, and easements shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

24. **WELL LIMITATION; WATER AND SEWER RIGHTS; RECLAIMED WATER.** Clay County Utility Authority ("CCUA"), or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities an service to the Land. No well of

any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from CCUA, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer and the local Health Department. CCUA is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to CCUA all easements required to provide water facilities and service to the Land.

The Land is supplied with reclaimed, non-potable water for use in water irrigation systems in and around the Lots. The availability and use of reclaimed water is governed by CCUA. Each Owner will use the reclaimed water available to his Lot in accordance with rules, regulations, restrictions and guidelines promulgated from time to time by CCUA. Without limiting the generality of the foregoing, the following restrictions apply:

(a) The use of hose bibb(s) on the reclaimed water irrigation system is strictly forbidden. Under no circumstances shall hose bibb(s) be installed on irrigation systems using reclaimed water.

(b) In order to clearly identify irrigation system piping, color coded pipe is required. Irrigation piping shall use a purple color (Pantone purple, 522C) pipe per requirements of the Florida Administrative Code.

(c) Rain sensors shall be incorporated into the irrigation system. Rain sensors shall prevent the irrigation system from operating when soil moisture is adequate for healthy lawns and landscaping without additional watering.

(d) The irrigation system shall include an automatic control function. This control feature will allow the Owner to program the frequency and duration each zone within the irrigation system operates.

(e) The irrigation system shall be designed so that all the pervious area within the property is irrigated.

(f) Installation of low trajectory nozzles around swimming pools is recommended.

25. **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.** 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(s) means the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to Permit No. 4-019-65526. 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.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

The Owner of each Lot abutting a Lake must maintain the shoreline in a neat and clean condition, may not dispose of any material in the Lake or alter the contour or elevation of the shoreline. Each such Owner must maintain the slope of its Lot to the water's edge without alteration of that slope.

26. **EASEMENTS.** All easements shown on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns. In addition, the Developer reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the sides of each Lot for drainage and utilities and for access, and an easement for installation, removal and maintenance

of landscaping and signage over and upon the lands described in Exhibit "G" hereto. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

Each Owner is granted an easement and right of enjoyment in the Common Areas, which easement is appurtenant to the title to the Lot owned by the Owner and may not be severed from it.

27. **CONSERVATION AREAS.** "Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas designated as such on any Plat.

The Conservation Areas are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to-wit:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Areas; and
- (b) 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; and
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substances in such a manner as to affect the surface of the Conservation Areas;

(e) Any use which would be detrimental to the retention of the Conservation Areas in their natural condition; and

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

The Conservation Areas hereby created and declared shall be perpetual.

The Developer, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Developer, and all subsequent owners of any land upon which there is located any Conservation Area shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

The prohibitions and restrictions upon the Conservation Areas as set forth in this paragraph may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Areas, and shall be binding upon and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of the Conservation Area, the Developer shall have no further liability or responsibility hereunder.

28. **BOULEVARD.** Approximately twelve hundred feet (1,200') of Brannan Mill Boulevard has been completed as of the recordation of this document. Clay County may, at its sole election, improve additional portions of the right-of-way without notice or consent from any party.

29. **OTHER PROPERTY.** The Developer is the owner of Other Property contiguous to Brannan Mill Boulevard and Brannan Mill Unit One which is not subject to these Covenant and Restrictions. The Developer and/or its assigns, may develop the Other Property or portions thereof into additional residential or commercial uses at its sole election.

30. **DEVELOPER MAY CORRECT VIOLATIONS.** Wherever there has been built or there exists on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer and the Association shall each have the independent right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer or the Association, as appropriate, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Developer or the Association liable for any damages on account thereof. Any advance by the Developer or the Association under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance and shall be enforced in the manner provided in paragraph 4 above.

31. **APPROVAL OF DEVELOPER OR ARB.** Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

32. **DEVELOPER MAY DESIGNATE A SUBSTITUTE.** The Developer has the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

33. **AMENDMENTS OR ADDITIONAL RESTRICTIONS.** The approval of at least two-thirds (2/3rds) of the Owners is required to amend these Covenants. The Developer reserves the right, subject to the restrictions herein contained, to cure any ambiguity in or any inconsistency among the provisions contained herein, and to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Clay County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Clay County, Florida, OR (b) the termination of Class B membership in the Association pursuant to

paragraph 3 above.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

34. **ANNEXATION**. The Additional Land may be annexed (*i.e.*, subject to the terms of this Declaration and brought within the jurisdiction of the Association) in whole or in part within fifteen (15) years of the date of recording of this Declaration; provided, however, that for so long as Class B membership exists in the Association, the Veterans' Administration and the Department of Housing and Urban Development must approve such annexation. The Owners may also annex other lands upon the approval of two-thirds (2/3rds) of the Owners given at any regular or special meeting or by written consent.

The annexation of additional real property will be evidenced by a recorded document signed by the owner of the annexed real property in substantially the form attached hereto as **Exhibit "F"** (the "Supplemental Declaration"), which document may contain other or further restrictions, or restrictions which vary from those herein contained; provided only, that such other or further restrictions or variations are, in the Developer's opinion, reasonable and necessary for the administration of such real property. The Supplemental Declaration must contain a description of the surface water or stormwater management system appropriate for the subject lands and identify the applicable St. Johns River Water Management District Permit and must otherwise comply with rules, regulations and rulings pertaining to the annexation.

In the event that any Additional Land is annexed pursuant to the provisions of this paragraph, then such lands shall be considered within the definition of "Land" for all purposes of this Declaration, and each Owner of a Lot within the annexed land will be a Class A or Class B member and the votes of members of the respective classes, shall be adjusted accordingly. In the event that the Additional Land is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or burden on the Additional Land. In no event will the rights

or obligations herein granted or undertaken be deemed to impair the full rights to lands owned by them unless and until the filing of the Supplemental Declaration in the public records of Clay County, Florida, and then only as to the lands described therein.

The Developer will give written notice of its intention to the Association, which notice must include a copy of the proposed Supplemental Declaration, together with a survey of the parcel to be developed ("Development Parcel"). Within thirty (30) days of receipt of the documents described above, the Board of Directors is hereby authorized and required to execute the Supplemental Declaration on behalf of the Association (provided that the Development Parcel is located within the Additional Land) and to cause such Supplemental Declaration to be recorded in the public records of Clay County, Florida. The Supplemental Declaration shall be executed by the President or Vice President of the Association with the formality of deed under Florida law.

Upon recording of the Supplemental Declaration in the public records of Clay County, Florida, the Development Parcel shall be subject to all terms and conditions of the Declaration, except as follows:

- (a) The obligation to pay Assessments and the lien to enforce collection shall be deferred as indicated in paragraph 4 above.
- (b) The improvements to be constructed on the Lots within the Development Parcel shall be initially exempt from the provisions of paragraph 11 and the approval of the ARB. The Developer shall be empowered to approve or disapprove the exterior design and appearance of all initial improvements to the Lots within the Development Parcel. All buildings, structures and improvements to be made within the Development Parcel shall be subject to the approval of that Developer utilizing the procedures and restrictions set out in paragraph 11 above until the Developer determines, in its sole discretion, to assign its rights and obligations to the ARB.
- (c) In addition to the foregoing, the Developer shall have the right, as to the Development Parcel, to:

- (i) Alter the minimum area as provided in paragraph 6.
- (ii) Approve construction materials as provided in paragraph 7.
- (iii) Approve variations in set back lines as provided in paragraph 8.
- (iv) Approve the composition, location, color and right of any fence or wall to be constructed on any Lot within the Development Parcel as set forth in paragraph 10.
- (v) Approve the installation of window air conditioners as provided in paragraph 13.
- (vi) Approve signs as provided in paragraph 19.
- (vii) Approve the location, size and design of aerials and antennae as provided in paragraph 20.
- (viii) Approve the size, location, design and type of material for mailboxes as provided in paragraph 21.

And, in general, exercise the rights, judgments and powers herein reserved the ARB with respect to the Development Parcel until the assumption of those powers and rights by the ARB as provided above.

Upon annexation of a Development Parcel, the Developer will assume the rights reserved herein for Developer.

During the period of time that the Developer is developing the Development Parcel or a Builder is building and marketing dwellings on the Lots within the Development Parcel, such person or entities shall be entitled to place such signs on the Development Parcel and rights-of-way of the Development Parcel and the rights-of-way within five hundred feet (500') of the Development Parcel as they deem necessary and convenient to market the Lots within the Development Parcel, and such persons or entities shall be exempt from the restrictions of paragraph 19.

For so long as the Developer is developing that parcel or a Builder is building and marketing Lots within the Development Parcel, such persons or entities shall be entitled to install and use a sales trailer or other temporary building on the Development Parcel and the restrictions

set forth in paragraph 17 are waived, except that any sales trailer or other temporary building shall be aesthetically pleasing with appropriate landscaping and parking areas.

Until a Development Parcel is subjected to the terms and conditions of the Declaration by recording of a Supplemental Declaration in the manner set forth herein, the Declaration, including the terms and conditions set forth herein, shall not constitute a lien or encumbrance on the Additional Land, which, until so annexed, may be conveyed free and clear of the terms and conditions of the Declaration.

Upon recording the Supplemental Declaration annexing a Development Parcel and the conveyance of the Primary Residence constructed thereon to persons who reside therein, the Owner of the Lot shall be members of the Association with the same voting rights as all other Owners and, except as expressly provided to the contrary herein, the Owners have all the rights and obligations as any other Owner and the Lots shall be fully subject to these Covenants and Restrictions.

(d) The Developer shall have the rights and responsibilities reserved to Developer under paragraph 11 as to the Development Parcel, until such time as a third party occupies the Primary Residence. Thereafter any proposed improvement shall be subject to ARB approval in the manner set forth in the Declaration.

(e) The rights of the Developer of a Development Parcel are applicable only to the Additional Land and do not affect or otherwise modify the rights and obligations of the ARB with respect to the remainder of the Land.

35. **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No Lot Owner, other than Developer may impose any additional Covenants and Restrictions on any part of the Land without the prior written consent and approval of the Developer.

36. **RESTRICTIONS EFFECTIVE PERIOD.** These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until the twenty-fifth (25th) anniversary of this Declaration, and thereafter, these

Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

37. **APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE.** Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

38. **LEGAL ACTION ON VIOLATION.** If any person, firm or corporation, or other entity violates or attempts to violate any of these Covenants and Restrictions, it shall be lawful for the Developer or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer until reasonable notice and opportunity to cure have been provided to the Developer for violating any of these Covenants and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer to take any action or institute any proceeding to enforce any provision hereof nor shall Developer be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon and to the Developer or the

Association (as the case may be) in the event an attorney is employed by either to enforce or defend the restrictions or rights herein contained, whether suit be brought or not. All restrictions herein contained are several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions is to any extent found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Declaration, nor the application of the provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 22nd day of August, 2001.

In the Presence of:

BRANNAN MILL PLANTATION, L.L.C.

Susan D. Wood
Witness #1

By: James Ricky Wood
James Ricky Wood, Managing Member

Susan D. Wood [Printed Name]

Sandra Spencer

Witness #2
Sandra Spencer [Printed Name]

STATE OF FLORIDA
COUNTY OF Clay

The foregoing COVENANTS AND RESTRICTIONS OF BRANNAN MILL PLANTATION was acknowledged before me this 22nd day of August, 2001, by James Ricky Wood, as Managing Member of **BRANNAN MILL PLANTATION, L.L.C.**, a Florida limited liability company, on behalf of the company, who is personally known to me, ~~or produced~~ as identification.

Sandra Spencer
Notary Public, State and County Aforesaid (Signature)



Sandra Spencer
Name of Notary Public (Typed, Printed or Stamped)
My Commission Expires: _____

Exhibit "A"

A portion of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 29; thence North 00°05'15" West, along the East line of said Section 29, a distance of 40.00 feet to a point situate in the Northerly right of way line of County Road No. 220A and/or Old Jennings Road (an 80 foot right of way); thence South 89°48'30" West, along said Northerly right of way line, a distance of 1971.51 feet for a POINT OF BEGINNING; thence continue South 89°48'30" West, along said Northerly right of way line, a distance of 679.64 feet to a point situate in the Westerly line of said Southwest 1/4 of the Southeast 1/4 of Section 29; thence North 00°04'24" West, along said last mentioned line and along the Westerly line of said Northwest 1/4 of the Southeast 1/4, a distance of 1,000.00 feet; thence North 42°26'50" East, a distance of 706.26 feet; thence South 77°30'42" East, a distance of 377.13 feet to the point of curvature of a curve concave Southwesterly and having a radius of 550.00 feet; thence Southeasterly around and along the arc of said curve, a distance of 742.22 feet, said arc being subtended by a chord bearing and distance of South 38°51'06" East, 687.17 feet to the point of tangency of said curve; thence South 00°11'30" East, a distance of 398.48 feet; thence South 86°38'52" West, a distance of 649.23 feet; thence South 04°54'36" East, a distance of 287.64 feet; thence South 07°46'37" East, a distance of 75.75 feet; thence South 09°19'50" East, a distance of 105.30 feet to the POINT OF BEGINNING.

Exhibit "B"
Surface or Stormwater Management System

The Surface or Stormwater Management System provides for the drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District permits described in the foregoing Covenants and Restrictions and is composed of:

1. Tract "A" in the Plat of Brannan Mill Plantation Unit One.
2. Drainage easements described in the Plat of Brannan Mill Plantation Unit One and located:

5 feet on either side of the common border of Lots 8 and 9.
 5 feet on the west side of Lot 13.
 5 feet on the north side of Lots 16 and 24.
 5 feet on either side of the common border of Lots 86 and 87.

10 feet on either side of the common border of Lots 28 and 29.
 10 feet on either side of the common border of Lots 44 and 45.
 10 feet on either side of the common border of Lots 46 and 47.
 10 feet on either side of the common border of Lots 58 and 59.
 10 feet on either side of the common border of Lots 67 and 68.

7.5 feet on the rear of Lots 15, 16, 24, 25, 26 and a portion of Lot 27.
 7.5 feet on the rear of Lots 47, 48, 49 and 50.
 7.5 feet on the rear of Lots 53, 54, 55, 56, and 57.
 7.5 feet on the rear of Lots 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 and 91.

10 feet on the rear of Lots 9, 10, 11 and 12.
 10 feet on the rear of Lots 17, 18, 19, 20, 21, 22 and 23.

All as shown on the Plat.

EXHIBIT "C"

ARTICLES OF INCORPORATION
FOR
BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC.
a not-for-profit corporation

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

1
NAME

The name of the corporation is BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

2
OFFICE

The principal office and mailing address of the Association shall be at 4729 U.S. 17, Suite 204, Orange Park, Florida 32003, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

3
REGISTERED AGENT

Susan D. Wood whose address is 4729 U. S. Highway 17, Suite 204, Orange Park, Florida 32003, or at such other place as the Board of Directors may from time to time designate.

4
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Covenants and Restrictions for Brannan Mill Plantation Homeowners' Association, Inc., recorded (or to be recorded) in the Public Records of Clay County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Property thereof for the benefit of the Owners who become Members of the Association.

5
POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, (which are in effect at the time of filing of this Declaration) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.
- 5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties including without limitation to the maintenance and operation of the Stormwater Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the consent of the Owners with voting power representing two thirds of the votes.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners,
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.
 - (g) To contract for the management and maintenance of the Common Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers

shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.

- (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Property.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) To operate, maintain and manage the Stormwater Management System in a manner consistent with the St. Johns River Water Management District permit no. 4-019-65526-1 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) and as may be approved by the St. Johns River Water Management District, with respect to the transfer of the Stormwater Management System.

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws. The provisions of the Declaration shall control over those of the Articles and Bylaws; the provisions of the Articles shall control over the provisions of the Bylaws.

6
MEMBERS

6.1 Membership. The members of the Association shall consist of BRANNAN MILL PLANTATION, L.L.C. ("Declarant") and all of the record title owners of Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot or Unit.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Unit for which that share is held.

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

Class A Members shall be all Owners, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one vote for each Unit or Lot owned by such Member.

Class B Member. The Class B Member shall be the Declarant, or a representative thereof, who shall have the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- a. January 1, 2021
- b. Such earlier date as Declarant, in its sole discretion, may determine in writing.
- c. Upon the Declarant's election to terminate Class B Membership
- d. Three months after seventy-five (75%) of the Lots in the Property that will ultimately be operated by the Association (including the Additional Land) have been conveyed to Class A members.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A members. After Turnover, for so long as the Declarant owns at least five percent (5%) of the Lots within the Property, the Declarant may appoint the minority of the Board Members or not less than one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.
- 6.5 Proviso. At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Susan D. Wood

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

8
TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. The Association shall exist in perpetuity. Provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Susan D. Wood

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

Vice President:

James R. Wood

4729 U.S. 17, Suite 204
Orange Park, Florida 32203

Secretary/Treasurer:

Sandy Spencer

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

**10
DIRECTORS**

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME

ADDRESS

Susan Wood

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

Rick Wood

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

Sandy Spencer

4729 U.S. 17, Suite 204
Orange Park, Florida 32003

- 10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards

11

INDEMNIFICATION PROVISIONS

- 11.1 Indemnites. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no

indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, 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 indemnity for such expenses which such court shall deem proper.

- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:
- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
 - (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
 - (c) By independent legal counsel:
 - 1. selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or
 - 2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
 - (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- 11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer

to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that: (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3 in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 7.7; or (c) the director,

officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (d) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (e) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**12
BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

**13
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds of the votes of the members of the Association who have voting power at the time of such amendment.
- 13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Duval County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

14

**INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 4729 U.S. 17, Suite 204, Orange Park Florida 32003, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Susan D. Wood.

15

APPROVAL OF FHA/VA

In the event that a mortgage on a Unit or a Lot is guaranteed by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA"), then for so long as there is a Class B Membership, there shall be approval of the FHA or VA to the following actions: (i) Annexation of additional properties (excluding Additional Land), mergers and consolidations of the Association, mortgaging of Common Property, dissolution or amendment of these Articles.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

Susan D. Wood

Susan D. Wood, Incorporator


Dated this 17 day of August, 2001.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First --That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Clay, State of Florida, the Association named in the said articles has named Susan D. Wood, located at 4729 U.S. 17, Suite 204, Orange Park, Florida 32003, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Susan D. Wood
Registered Agent:

DATED this 17 day of August, 2001.

EXHIBIT "D"

**BYLAWS
OF
BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Covenants and Restrictions for BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC.

**2
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**4
BOARD OF DIRECTORS**

4.1 After Turnover, the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

**5
OFFICERS**

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

**6
MEETINGS OF MEMBERS**

6.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of

meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

7

AMENDMENTS

7.1 These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of two thirds of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these Bylaws and the Articles of Incorporation as long as the Declarant or its affiliates owns any Lot or Unit governed by the Association without the consent of the Members or the Board.

7.2 In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

7.3 So long as there is a Class B Membership, all amendments to the Bylaws shall be approved by the Federal Housing Agency ("FHA") or the Veteran's Administration ("VA").

8 OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the Bylaws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than 7 years;
- (g) A current roster of all Owners, their mailing addresses and Lot or Unit identifications;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than 7 years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than 1 year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than 7 years. The financial and accounting records shall include, but not be limited to:

- (i) Accurate, itemized, and detailed records for all receipts and expenditures;
- (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

9

**BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with

generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

WE HEREBY CERTIFY that the foregoing Bylaws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 17th day of August, 2001.

Sus D. Ward
_____, President

Sandy Spencer
_____, Secretary

OR BOOK 1969 PAGE 0544

Exhibit "E"
Additional Land

Parcel 1:

All of the Northeast 1/4 of the Southeast 1/4, together with a portion of the Southwest 1/4 of the Southeast 1/4, together with all of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 29; thence North 00°05'15" West, along the East line of said Section 29, a distance of 40.00 feet to a point situate in the Northerly right of way line of County Road No. 220A and/or Old Jennings Road (an 80 foot right of way); thence South 89°48'30" West, along said Northerly right of way line, a distance of 1,325.16 feet for a POINT OF BEGINNING; thence continue South 89°48'30" West, along said Northerly right of way line, a distance of 1,325.99 feet to a point situate in the West line of said Southwest 1/4 of the Southeast 1/4 of Section 29; thence North 00°04'24" West, along said Westerly line of the Southwest 1/4 of the Southeast 1/4 and along the Westerly line of said South 1/2 of the Northwest 1/4 of the Southeast 1/4, a distance of 1,956.79 feet to the Northwest corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 29; thence North 89°33'50" East, along the Northerly line of said South 1/2 of the Northwest 1/4 of the Southeast 1/4, a distance of 1,325.46 feet to the Northeast corner thereof; thence North 00°05'22" West, along the Westerly line of said Northeast 1/4 of the Southeast 1/4 of Section 29, a distance of 667.48 feet to the Northwest corner thereof; thence North 89°27'08" East, along the Northerly line of said Northeast 1/4 of the Southeast 1/4, a distance of 1,325.29 feet to the Northeast corner thereof; thence South 00°05'15" East, along the Easterly line of said Northeast 1/4 of the Southeast 1/4, a distance of 1,340.14 feet to the Southeast corner thereof; thence South 89°40'33" West, along the Southerly line of said Northeast 1/4 of the Southeast 1/4, a distance of 1,325.21 feet to the Southwest corner thereof and the Northeast corner of said Southwest 1/4 of the Southeast 1/4; thence South 00°05'22" East, along the Easterly line of said Southwest 1/4 of the Southeast 1/4, a distance of 1,294.93 feet to the POINT OF BEGINNING.

Containing 100.33 acres, more or less.

Parcel 2:

A portion of Section 29, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Section 29; thence North 00°05'15" West, along the Easterly line of said Section 29, a distance of 40.00 feet to the Northerly right of way line of County Road No. 220A and/or Old Jennings Road (an 80 foot right of way as presently established); thence South 89°48'30" West, along last said line, 1,273.65 feet to the POINT OF BEGINNING; thence continue South 89°48'30" West, along last said line, 51.51 feet; thence North 00°05'22" West, 1,294.93 feet; thence North 89°40'33" East, 1,325.21 feet to the aforementioned Easterly line of Section 29; thence South 00°05'15" East, along last said line, 186.61 feet to its intersection with an arc of a curve concave Northerly, having a radius of 1,045.00 feet; thence Westerly along the arc of said curve, through a central angle of 32°48'01", an arc distance of 598.23 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 88°58'30" West, 590.10 feet; thence South 17°25'33" West, 50.00 feet to a point lying on a curve concave Northeastly, having a radius of 1,095.00 feet; thence Northwestly along the arc of said curve, through a central angle of 00°49'48", an arc distance of 15.86 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 72°09'33" West, 15.86 feet; thence North 71°44'39" West, 292.37 feet to the point of curvature of a curve concave Southerly, having a radius of 475.00 feet; thence Westerly along the arc of said curve, through a central angle of 41°02'51", an arc distance of 340.30 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°43'55" West, 333.07 feet; thence South 67°12'29" West, 64.71 feet to the point of curvature of a curve concave Southeastly, having a radius of 30.00 feet; thence Southwestly along the arc of said curve, through a central angle of 85°17'59", an arc distance of 44.58 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 24°33'30" West, 40.65 feet; thence Southerly along the arc of a curve concave Westerly, having a radius of 650.00 feet, through a central angle of 09°29'52", an arc distance of 107.75 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 13°20'28" East, 107.62 feet; thence North 89°40'33" East, 262.45 feet; thence South 00°11'30" East, 550.00 feet; thence South 89°48'30" West, 255.46 feet; thence South 00°11'30" East, 435.59 feet to the POINT OF BEGINNING.

Containing 9.72 acres, more or less.

Less and except:

A portion of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows: COMMENCING at the Southeast corner of said Section 29; thence North 00°05'15" West, along the East line of said Section 29, a distance of 40.00 feet to a point situate in the Northerly right of way line of County Road No. 220A and/or Old Jennings Road (an 80 foot right of way); thence South 89°48'30" West, along said Northerly right of way line, a distance of 1971.51 feet for a POINT OF BEGINNING; thence continue South 89°48'30" West, along said Northerly right of way line, a distance of 679.64 feet to a point situate in the Westerly line of said Southwest 1/4 of the Southeast 1/4 of Section 29; thence North 00°04'24" West, along said last mentioned line and along the Westerly line of said Northwest 1/4 of the Southeast 1/4, a distance of 1,000.00 feet; thence North 42°26'50" East, a distance of 706.26 feet; thence South 77°30'42" East, a distance of 377.13 feet to the point of curvature of a curve concave Southwesterly and having a radius of 550.00 feet; thence Southeasterly around and along the arc of said curve, a distance of 742.22 feet, said arc being subtended by a chord bearing and distance of South 38°51'06" East, 687.17 feet to the point of tangency of said curve; thence South 00°11'30" East, a distance of 398.48 feet; thence South 86°38'52" West, a distance of 649.23 feet; thence South 04°54'36" East, a distance of 287.64 feet; thence South 07°46'37" East, a distance of 75.75 feet; thence South 09°19'50" East, a distance of 105.30 feet to the POINT OF BEGINNING.

Exhibit "F"

SUPPLEMENTAL DECLARATION
TO
COVENANTS AND RESTRICTIONS OF
BRANNAN MILL PLANTATION

THIS SUPPLEMENTAL DECLARATION is made this ____ day of _____, 20__,
by **BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC.**, a Florida
corporation not-for-profit ("Association", and **BRANNAN MILL PLANTATION, L.L.C.**, a
Florida limited liability company ("Declarant).

RECITIALS

Declarant is the owner of a certain parcel of real property more fully described in
Exhibit "A" attached hereto and by this reference made a part hereof ("Property") and Declarant
desires to subject the Property to the terms and conditions of that Declaration of Covenants and
Restrictions of Brannan Mill Plantation recorded in Official Records Book ____, page ____, of
the public records of Clay County, Florida, as heretofore supplemented and amended, which
Declaration is herein referred to as the "Declaration". Declarant and Association are authorized
to subject certain parcels of land to the Declaration by recording a jointly executed Supplemental
Declaration ("Supplemental Declaration"). Association has determined that the Property is a
part of the Additional Land, and according consents to the annexation of the Property on the
terms and conditions more fully set forth herein.

NOW THEREFORE, in consideration of the premises, the parties agree and declare as follows:

Section 1. The Property is hereby subjected to all terms and conditions of the
Declaration, and the Property constitutes Additional Land which is now declared for all purposes

to constitute part of the "Land" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration which shall run with the Property and be binding on 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.

Section 2. All definitions set forth in the Declarations are hereby incorporated herein.

Section 3. In addition to the covenants, conditions and restrictions contained in the Declaration, the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which will run with the land:

- A. Land Use, Building type and Garages. _____.
- B. Minimum Dwelling Size. _____.
- C. Building Location. [side line and front building restriction line] _____.
- D. Resubdivision and Replatting _____.
- E. Easements. _____.
- F. Utilities _____.
- G. Access to Lots. _____.
- H. Fences. _____.
- I. Oil and Mining Operation. _____.
- J. Livestock or Poultry. _____.
- K. Conservation Areas. _____.

L. Assessment Designation. The Lots subject to this Supplemental Declaration are "Lots as defined in the Declaration and shall be assessed as and otherwise considered to be Lots under the Declaration; provided, however, that the obligation to pay Assessments and the lien to

enforce collection shall be deferred as to each Lot in the Property until the first of the following occurs:

- (i) A Lot with a Primary Residence on it _____
- (ii) _____
- (iii) _____

M. Stormwater. The Association now assumes responsibility for the maintenance, operation and repair of the Surface Management System located within the Property and described in **Exhibit "B"** hereto (the "System"), and that System is now made a part of the Surface Water or Stormwater Management System described in the Declaration and is subject to the rights and limitations therein set forth. Maintenance of the System is now extended to include the exercise of practices which allow the System to provide drainage, water storage, and conveyance of other stormwater management capabilities as permitted by the St. Johns River Water Management District pursuant to permit No. _____.

Section 4. Developer Rights. In accordance with the Declaration, Declarant now assumes the rights and responsibilities of the Developer with respect to the Property subject to the limitations therein contained.

Section 5. Amendments or Additional Restrictions. The Declarant, joined by the Association, reserves and shall have the sole right:

(a) to amend this Supplemental Declaration with respect to Lots located within the Property and still owned by Declarant at the time of the amendment but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained;

(b) to amend this Supplemental Declaration for the purpose of curing any

ambiguity in or any inconsistency between the provisions herein contained;

(c) to include in any contract or deed or restriction applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained;

(d) to incorporate any changes or modifications required by a mortgagee, a purchaser or guarantor of mortgages on the secondary market or as may be required by a governmental or quasi-governmental agency having jurisdiction over the Property;

(e) to release any Lot from any part of the terms and conditions of the Declaration, which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereto relating thereto) if the Declarant or the Association, in their respective judgment, determine such violation to be a minor or insubstantial violation; and

(f) to have, enjoy and exercise the rights and privileges (subject to the responsibilities and limitations) reserved for the Declarant with respect to the Property under the Declaration.

Section 6. Jurisdictional Areas. The Plat of the Property depicts certain jurisdictional lines as established by the St. Johns River Water Management District, Army Corps of Engineers, or Department of Environmental Regulation. No Owner shall build, construct, modify, clear, dredge, fill or in any manner alter the land lying waterward of such jurisdictional lines, except in strict conformance with the permits, rules and regulations of such agencies. Any owner violating this provision shall indemnify and hold Association and Declarant, and all owners, harmless from all costs of correcting the violation and all fines, penalties, cost or damages arising out of such violation.

Section 7. Legal Action on Violation. If any person, firm or corporation, or other entity

shall violate or attempt to violate any of the terms of the covenants and conditions, as supplemented, it shall be lawful for the Declaration, the Association or any owner:

- (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such terms and conditions;
- (b) to maintain a proceeding in equity against those so violating or attempting to violate any such terms and conditions for the purpose of preventing or enjoining of any such violations or attempted violations.

The remedies contained in this paragraph are cumulative of all remedies now or hereafter provided by law. The failure of the Declarant, the Association, or any Owners, to enforce any terms or conditions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not act as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto.

Owners found in violation of these restrictions shall be obligated to pay attorney's fees incurred prior to or at trial, on appeal or in bankruptcy court to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in a damage suit thereon.

All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of any section shall not impair the validity of the remaining restrictions or part hereof.

Section 8. Rights of the St. Johns River Water Management District.

(a) Any amendment to this Declaration which alters the System beyond maintenance in its original condition, including the stormwater management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

(b) The St. Johns River Water Management District may 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 System.

IN WITNESS WHEREOF, Association and Declarant have set their hands and seals the day and year first above written.

In the Presence of:

ASSOCIATION:

BRANNAN MILL PLANTATION
HOMEOWNERS' ASSOCIATION, INC.

By: _____
Its: _____

Address: 4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003

Witness #1
_____[Print Name]

Witness #2
_____[Print Name]

DECLARANT:

BRANNAN MILL PLANTATION, L.L.C.

By: _____
Its: President

Address: 4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003

Witness #1
_____[Print Name]

Witness #2
_____[Print Name]

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ as President of Brannan Mill Plantation Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me.

Notary Public, State and County Aforesaid (Signature)

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

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by James Ricky Wood as Managing Member of BRANNAN MILL PLANTATION, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me.

Notary Public, State and County Aforesaid (Signature)

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

Exhibit "G"

Landscaping and Signage Easement

A portion of Lots 1, 37 and 91 Brannan Mill Unit One, Clay County, Florida as shown on the plat thereof recorded in Plat Book 37, Pages 11-15.