

Prepared/Return to:
Alexandra M. Amador, Esq.
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, FL 32082

**REVIVED DECLARATION OF COVENANTS, CONDITIONS AND PROVISIONS FOR
REPAIR AND MAINTENANCE OF EASEMENTS**

THIS REVIVED DECLARATION IS MADE on the 11th day of AUGUST, 2020, by
EVENTIDE HOMEOWNERS ASSOCIATION, INCORPORATED (the "Association"), and the
Owners of the Subject Property.

WITNESSETH:

WHEREAS, Declarants were the owners of certain real property, hereafter referred to as the
"Subject Property" situated in Clay County, Florida, and described herein in **Exhibit "A"**; and

WHEREAS, ROBERT T. LANGSTON and CHERRIE GAY LANGSTON, his wife, were the
owners of a certain parcel of land lying within Subject Property which they previously purchased
from Declarants, and joined in these covenants, conditions and provisions for the purpose of
subjecting their property thereto, and

WHEREAS, Declarants intended to develop the Subject Property as a residential subdivision and
to divide the subject property into Lots as hereinafter defined; and

WHEREAS, Declarants recorded the Declaration of Covenants, Conditions and Provisions for
Repair and Maintenance of Easements in Official Records Book 891, Page 247 et seq., of the
current public records of Clay County, Florida, declaring that all of the Subject Property shall be
held, sold and conveyed subject to the following limitations, easements, reservations, covenants
and conditions. These easements, covenants, and conditions shall run with the land and shall bind
all parties having or acquiring any right, title or interest in the described properties or any part
thereof, and shall inure to the benefit of each owner thereof; and

WHEREAS, the covenants, conditions and provisions contained in the recorded documents
referenced above may have expired pursuant to Chapter 712, Florida Statutes, also known as the
Marketable Record Title Act; and

WHEREAS, the Owners and organizing committee of Eventide Homeowners Association,
Incorporated, hereby submit this Revived Declaration of Covenants, Conditions and Provisions

for Repair and Maintenance of Easements for revival pursuant to Section 720.403, Florida Statutes; and

WHEREAS, attached hereto as **Exhibit "B"** are the existing Articles of Incorporation of the Association; attached hereto as **Exhibit "C"** are the Bylaws of the Association; attached hereto as **Exhibit "D"** is a list of each parcel subject to the Revived Declaration identified by its legal description and name of the parcel owner; and attached hereto as **Exhibit "E"** is the graphic depiction of the affected properties in the community; and

WHEREAS, this Declaration governs only the parcels which were originally encumbered by the Original Declaration and does not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the Original Declaration, except as otherwise provided by Section 720.404(3), Florida Statutes; and

WHEREAS, this Revived Declaration has been approved by at least a majority of the affected parcel owners.

NOW, THEREFORE, the Owners and Association hereby revive all terms and provisions of the Declaration of Covenants, Conditions and Provisions for Repair and Maintenance of Easements as follows:

ARTICLE I DEFINITIONS

Section 1: "Association" shall mean and refer to all owners as defined in Section 4 of this Article I.

Section 2: "Subject Property" shall mean and refer to that certain real property described in **Exhibit "A"** attached hereto and made a part hereof.

Section 3: "Lot" shall mean and refer to each numbered parcel shown on schedule B hereof or any amendments thereto.

Section 4: "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subject Property, including contract sellers, but excluding those having such interest merely as a security for the performance of any obligation.

Section 5: "Declarant" shall mean and refer to STEPHEN D. GAY and CAROL A. GAY, his Wife, and LOREN G. BRASHEAR and DEANNA L. BRASHEAR, his Wife, their heirs, successors and assigns.

Section 6: "Eventide Drive" shall mean and refer to that certain road or street constructed on subject property for the common benefit of the Owners of all Lots and as to which a Joint obligation as to repair and maintenance shall be applicable as hereinafter more particularly set forth.

Section 7: "Lender" shall be defined as a Federal savings and Loan Association, a State savings and Loan Association, Commercial Bank, Insurance Company, FHA/VA approved mortgage lender, a Real Estate Investment Trust and Declarants.

ARTICLE II VOTING RIGHTS

The Association shall have as members all those Owners who own lots including Declarants. Members shall be entitled to one vote for each Lot in which they hold the interest required. When more than one person holds such interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as they, among themselves, determine but not more than one vote may be cast with respect to payment of any charge or assessment hereunder.

ARTICLE III: EASEMENTS

A. Easements: Declarants hereby grant a perpetual non-exclusive easement over, across and under subject property to all present and future owners of Lots and to the Association for the following purposes:

- (1) Ingress - Egress.
- (2) Parking.
- (3) Utilities and drainage.

Such easement shall be for the use, benefit and enjoyment of the owners, their lessees, guest, invitees and licensees and shall be subject to such rules and regulations as may from time to time be adopted by the "Association." Declarants reserve the exclusive right to determine the exact locations and design of Eventide Drive, driveways, utility and drainage lines and other improvements within this easement. After the installation of such improvements, no structures, or other material shall be placed or permitted to remain which may damage or interfere with the intended use of such easement or with the maintenance of previously installed improvements in and on said easement or which may change the direction of or obstruct the flow of water through any drainage system in the easement. The association shall at all times maintain the easement and all improvements therein and thereon easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

B. Other Easements: In addition to the above easements, Declarants expressly reserve the right to create and establish additional easements for utilities and drainage as it from time to time determines is necessary or desirable. Said easements may be located on, over or under the subject property, provided any damage caused to the surface in installing said easements shall be repaired by Declarants or their successors and assigns.

C. Electric Easement: The Declarants have granted to Jacksonville Electric Authority an easement for electric service by easement dated and recorded in O.R. Book _____, page _____, of the public records of Clay County, Florida.

ARTICLE IV
PROVISION FOR REPAIR AND MAINTENANCE
OF EASEMENTS

Section 1: Each Owner acknowledges that his Lot lies along and contiguous to the easements hereinabove granted, and accordingly consents to any encroachment caused by the same and agrees to the continuous right to use, maintain, rebuild and repair the same as herein set forth.

Section 2: Each Owner recognizes the benefits and burdens of the easements.

Section 3: By taking title to a Lot, it is covenanted and agreed by each Owner and his respective heir, administrators and assigns, that should any improvements constructed on the easements at any time be injured by cause other than act or negligence of any Owner, the same shall be repaired or rebuilt at the joint expense of each Owner through the Association; provided that any sum received from insurance against such injury or destruction shall be first applied to such restoration; and, whenever such improvement or any portion thereof shall be rebuilt it shall be erected on the same spot where it was first built and of the same size and of the same or similar materials, unless the association by 2/3rds vote agree otherwise. In the event such improvements are injured by the act or negligence of any Owner, then in that event that Owner shall be solely responsible for the repair and rebuilding of the improvement. In the event an Owner fails to maintain a driveway, drainage pipe, or other similar encroachment into said easements, that Owner shall be responsible for damages to all the other Owners.

Section 4: In the event that some portion of joint expense is not paid or contributed by one of the Owners or, in the event that damage shall occur by reason of the failure on the part of an Owner to maintain or repair a driveway, drainage pipe or other similar encroachment into the easement, then, in that event, the Owner who has incurred the expense or advanced the contribution or who shall have paid for the needed maintenance and repair work to be done shall have a lien on the property of the defaulting Owner for such sums as may be incurred, together with reasonable attorney's fees and costs of collection and said lien shall be enforced as set forth in Article v, hereof.

Section 5: By taking title to a Lot, it is covenanted and agreed by each Owner, and his respective heirs, administrators and assigns, that this instrument shall be perpetual and that the covenants and conditions herein contained shall run with the Lots affected hereby.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Declarants, their heirs, successors or assigns for so long as they own property contiguous to subject property, and no longer, hereto covenant and each Owner by acceptance of a deed therefore, whether or not so expressed in such deed or provided hereafter, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, agrees to pay to the Association: (1) annual assessments or charges which may be prorated and due monthly or quarterly and (2) special assessments for capital improvements, both such assessments to be fixed, established and collected

from time to time as hereinafter provided. The annual and special assessments, together with such interest thereof from the due date, at the highest rate allowed by law, and the costs of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge against the land and shall be a continuing lien upon the property against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced; provided, however, that all such annual and special assessments shall not constitute a lien until a claim of lien is recorded in the public records of Clay County, Florida, and all such liens are automatically subordinate and inferior to a lien in favor of an institutional lender. A copy of said claim of lien shall be sent to any lender holding a mortgage on the property in question but failure to send such copy shall not affect the validity of the lien. Each such assessment or portion thereof, together with such interest costs, and reasonable attorney's fees, shall also be each Owner's personal obligation when the assessment falls due. No Owner may waive or otherwise escape liability for the easements provided for herein by non-use of the subject property.

Section 2. Purpose of Assessments: The annual and special assessments levied by the Association shall be used exclusively for the purpose of the repair, improvement, and maintenance of all improvements located in, on, or under subject property, including, but not limited to, the cost of taxes, insurance, labor, equipment, material, attorneys' fees, bookkeeping, maintenance and supervision thereof, as well as such other purposes as the Association by 2/3rds vote shall authorize.

Section 3: Amount of Assessments: The Association shall fix the assessments, which shall be in amounts determined in accordance with the needs of the Association.

Section 4: Uniform Rate of Assessments: Both annual and special assessments must be fixed at a uniform rate for all Owners.

Section 5: Date of Commencement of Annual Assessments:

A. The assessments provided for herein shall commence on the date or dates (which shall be the first day of each month) fixed by the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. The assessment shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Association. The Association shall fix the date of commencement and the amount of the assessment against each Owner for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept by the secretary of the Association and which shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

B. The Association shall upon demand at any time furnish to any Owner liable for assessment a certificate, in writing, signed by an officer of the Association setting forth whether said assessment had been paid. Such certificate shall be conclusive evidence of payment therein stated to have been paid.

Section 6: Effect on lien of mortgage foreclosure or deed in lieu of foreclosure. The lender as defined herein that acquires title by foreclosure of its mortgage or by deed in lieu of foreclosure shall not be obligated to pay any delinquent liens but shall be obligated to pay any portion of any annual or special assessment coming due following acquisition of title to a Lot.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. Declarants, the Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce any of the provisions, restrictions or covenants contained in this Declaration shall be entitled to reasonable attorney's fees and costs.

Section 2. Duration. The covenants, conditions and provisions for the easement herein provided for shall be binding upon the subject property and Declarants' property contiguous to subject property, their successors and assigns.

Section 3. Notice. Any notice required to be sent under provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address or the person whose name appears as the Owner of a Lot of record according to the records of the Clerk of the Circuit Court of Clay County, Florida.

Section 4. Amendment. This Declaration may be amended at any time upon the execution and recordation of an instrument executed by the then Owners of two-thirds (2/3) of all Lots, provided that so long as Declarants are the Owners of any property contiguous to subject property The Declarants', their successors and assigns consent must be obtained. The Declarants shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities that exist herein. Declarants shall have the right at any time to amend this Declaration to add additional land to the subject property. No amendment shall be made to this Declaration without the express written consent of all mortgagees affected thereby.

Section 5. Resubdividing. Further Declarants, their successors or assigns, have the express authority and unconditioned right to at anytime resubdivide any one or more lot or lots so that such lot or lots may have a greater or lesser area, width or depth than as shown on Schedule B hereof.

Section 6. Severability. Invalidation of any one or any portion of one of these covenants, conditions or provisions by judgment or court order shall in no way affect any other provision which shall remain in full force and affect.

Section 7. Effect of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed in its name this 22nd day of August, 2020.

Signed, sealed and delivered
in the presence of:

Eventide Homeowners Association,
Incorporated

[Signature]
Print Name: Heather Mariano

By: James E. McGill
Print Name: JAMES E. MCGILL
Its: President

[Signature]
Witness

[Signature]
By: JORDAN PURYEAR
Its Secretary

Print Name: Nikki Lee Taylor

State of Florida, County of Clay

The foregoing Revived Declaration of Covenants, Conditions and Provisions for Repair and Maintenance of Easements was acknowledged before me by means of x physical presence or online notarization, this 22nd day of August, 2020 by JAMES E MCGILL, as President, and JORDAN PURYEAR, as Secretary of Eventide Homeowners Association, Incorporated, a corporation-not-for-profit, on behalf of the corporation.

[Seal]

[Signature]
Signature of Notary Public, State of Florida

Deidre Guzman
Print, Type, or Stamp Name of Notary Public

 Personally Known OR

x Produced FL DL as identification

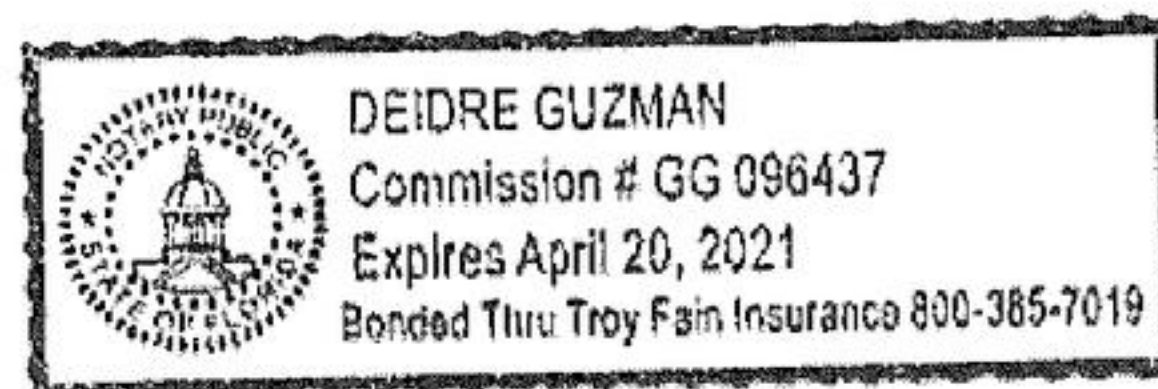


EXHIBIT A

C.P. 891 PAGE 253

EXHIBIT "A"

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1820.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 foot thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 308 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

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D.B. 891 PAGE 254

EXHIBIT "A"

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Begin at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue, with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 130.00 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Subject to a non-exclusive easement for ingress, egress, drainage, and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

Page 9 of 20

OR 891 254A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 520.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

C.P. 891 PAGE 255

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 390.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

P. 891 PAGE 256

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 260.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

P. 891 P. 257

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 650.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

P. 891 Page 258

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 780.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 910.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

P. 891 259

EXHIBIT A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1040.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

P. 891 A-260

EXHIBIT A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1170.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

891 261

EXHIBIT A

891 262

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1300.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

EXHIBIT A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1430.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

P. 891 A. 263

EXHIBIT A

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

:Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1560.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

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EXHIBIT A

891 265

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1690.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet to the East line of said County Road No. C-15-A; thence on last said line, North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

85-18184
 (FILE NO.)
 OFFICIAL RECORDS NO. 891
 PAGE 265 RECORD VERIFIED
 SEP 5 9 14 AM '05
 FILED AND RECORDED IN PUBLIC
 RECORDS IN CLAY COUNTY, FLA.
 Clerk Circuit Court



EXHIBIT B

Electronic Articles of Incorporation For

N15000010177
FILED
October 19, 2015
Sec. Of State
tscott

EVENTIDE HOMEOWNERS ASSOCIATION, INCORPORATED

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

Article I

The name of the corporation is:

EVENTIDE HOMEOWNERS ASSOCIATION, INCORPORATED

Article II

The principal place of business address:

311 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

The mailing address of the corporation is:

311 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

Article III

The specific purpose for which this corporation is organized is:

TO ADVANCE COMMUNITY WELFARE, TO PROTECT PROPERTY AND
INVESTMENTS WITHIN EVENTIDE HOMEOWNERS ASSOCIATION, INC.,
TO PROVIDE A GOVERNMENTAL BODY FUNCTIONING UNDER DEMOCRATIC
PRINCIPLES.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

SANDRA L WHITE
311 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: SANDRA LEE WHITE

EXHIBIT B

N15000010177
FILED
October 19, 2015
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

SANDRA LEE WHITE
311 EVENTIDE DRIVE

FLEMING ISLAND, FL 32003

Electronic Signature of Incorporator: SANDRA LEE WHITE

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
JIM LAYTON
262 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

Title: V
JAMES MCGILL
326 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

Title: S
KRISTEN HANKS
286 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

Title: T
SANDRA WHITE
311 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

Title: AMBR
BILL THOMAS
306 EVENTIDE DRIVE
FLEMING ISLAND, FL. 32003

EXHIBIT C

EVENTIDE HOMEOWNERS ASSOCIATION, INC FLEMING ISLAND, FLORIDA

BY-LAWS

ARTICLE 1 – NAME

The name of the Association shall be: “Eventide Homeowners Association, Inc.”, a not-for-profit organization.

ARTICLE II – PURPOSE

The purpose of the Association shall be as follows:

1. To develop the civic and social interest of its members, to advance community welfare, and to protect the property and investments within Eventide Homeowners Association, Inc.
2. To disseminate information of general interest to the community.
2. To provide a governmental body functioning under democratic principles.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1 – Membership

1. Active members shall be Lot Owners. Lot owners are Lots 1 – 15 on the South side and 1 – 9 on the North side.
2. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Eventide Homeowners Association, Inc. Membership shall be appurtenant to and inseparable from ownership of a Lot. The transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Eventide Homeowners Association, Inc., and said membership shall thereupon be vested in the transferee.

When any one (1) Lot is owned by more than one (1) person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one (1) Member of the Eventide Homeowners Association, Inc. Any person, firm, individual, corporation or legal entity owning more than one (1) Lot shall be as many Members as the number of Lots owned.

EXHIBIT C

Section 2 – Voting

Each Member shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV – MEETINGS

Section 1

The fiscal year shall be January 1 – December 31. An Annual Meeting of the Eventide Homeowners Association, Inc. will be held on the third Thursday in January.

Section 2

Executive Board meetings shall be convened quarterly or at the discretion of the President.

Section 3

Special membership meetings may be called by the President or Executive Board by 2/3 vote of the Board or by 2/3 vote of the voting membership of the Eventide Homeowners Association, Inc. by petition to the President.

Section 4

The use of proxies in counting the quorum and voting is allowed. Only Members may be designated as proxies.

Section 5

Each Member shall be entitled to fourteen (14) days' notice of any meeting (including "annual", or "special") except in the case of emergency meeting when as much notice as possible will be issued. At such meeting, the presence of Members or of proxies entitled to cast a majority of the votes shall constitute a quorum.

Section 6

All business meetings of the Eventide Homeowners Association, Inc. shall be conducted according to the Roberts Rules of Order.

Section 7

The agenda at all Membership meetings shall include reports from all committee chairmen on the plans and status of Eventide Homeowners Association, Inc., its finances and programs, and matters affecting the community. Business proposed by the Board will be considered and opportunity given for business to be initiated from the floor. Guests from outside the membership, or invitation from or with the approval of the Board, may speak on topics affecting the community. Fair opportunity for an opposing speaker will be given.

EXHIBIT C

ARTICLE V – OFFICERS

Section 1

The officers of the Eventide Homeowners Association, Inc. shall be:

1. President
2. Vice President
3. Treasurer
4. Secretary
5. Member At Large

Section 2

All officers shall, by their election by the voting membership, be members of the Executive Board.

ARTICLE VI – DUTIES OF OFFICERS

Section 1 – President

1. Shall call and preside over meetings of the members and Executive Board.
2. Appoint and remove chairmen and members of all committees, with the advice and consent of the Executive Board.
3. Act as an ex-officious member of all committees.
4. Act as Chief Executive of Eventide Homeowners Association, Inc. and manage its affairs.
5. Shall be responsible for educating the Executive Board about the By-Laws.

Section 2 – Vice-President

1. In the event of the absence of the President, the Vice-President shall preside.
2. In the event the office of President is vacated, the Vice-President shall become President for the remaining term of office.

Section 3 – Treasurer

1. Shall prepare the Annual Budget for submission to Members at the Annual Meeting.
2. Shall be responsible for receipt, custody, and disbursing of all Eventide Homeowners Association, Inc. funds, only as approved by the Board and within the annual budget.

EXHIBIT C

3. Shall be responsible for a financial report at each meeting of the members and the Board.
4. Shall be responsible for the keeping of the necessary accounts.
5. Shall have the authority to draw checks in the name of Eventide Homeowners Association Inc. All checks shall be countersigned by the President and Treasurer.
6. Shall be chairman of the Finance Committee.

Section 4 – Secretary

1. Shall keep all official records, files and other Eventide Homeowners Association, Inc. Property.
2. Maintain “Calendar of Events”.
3. Performs such other duties pertaining to the office as may be assigned by the Eventide Homeowners Association, Inc. membership or the Executive Board.
4. Shall be responsible for reporting on and maintaining records of agenda items.
5. Maintains an up-to-date membership list.
6. Shall send out notice of meetings of the Eventide Homeowners Association, Inc.
7. Shall be responsible for producing the quarterly newsletter.

Section 5 – Member At Large

1. The Member-at-Large is elected and serves as a member of the Board of Directors.
2. Shall attend Board Meetings and Member Meetings.
3. Shares ideas, guidance, and expertise with the Board and assists as needed.

ARTICLE VII – ELECTION AND TERM OF OFFICE

Section 1 – Elections

1. Candidates for officers shall be restricted to one per household.
2. Election of officers shall take place at the Annual Meeting.

EXHIBIT C

Section 2 – Term of Office

All officers and appointed committees shall serve for a term of one year. Members may serve unlimited terms.

ARTICLE VIII – EXECUTIVE BOARD

Section 1 – Members

The Executive Board shall consist of all the officers of the Eventide Homeowners Association, Inc. as set forth in Article V, Section 1.

Section 2 – Purpose/Functions

The purpose of the Executive Board is to coordinate the work of the committees and officers as a clearing center for the policies and plans affecting the Eventide Homeowners Association, Inc. and its entire program. To accomplish this purpose, its functions are:

1. Direct to appropriate committees the work which needs to be done for the effective functioning of the Eventide Homeowners Association, Inc.
2. Act on proposals, problems, and plans which have been formulated by committees, officers and Eventide Homeowners Association, Inc. members.
3. Approve committee budgets and expenditures as set forth in Article X, Section 7.
4. Appointing a replacement of an officer in the event of resignation of an officer must be done by majority vote of the board, provided that the succession to these offices is not defined elsewhere herein.

ARTICLE IX – COMMITTEES

Section 1 – Standing Committees

All standing committee chairmen shall be appointed by the President.

Appointments shall be subject to approval of the Executive Board. The standing committees shall consist of a minimum of two members and will include:

1. Public Affairs Committee
2. Beautification Committee
3. Finance Committee
4. Social Committee

EXHIBIT C

5. Maintenance Committee

Section 2

Special Committees may be established by the President at his discretion, subject to the approval of the Executive Board.

Section 3

The Public Affairs Committee shall:

1. Keep the members of the Eventide Homeowners Association, Inc. advised to any zoning or political matters that will effect Eventide or any of its residents.
2. Notify the members of the Eventide Homeowners Association, Inc. of any special events that will effect Eventide or its residents.
3. Notify public communications systems of matters of importance happening in the community.

Section 4

The Beautification Committee shall:

1. Organize projects to beautify the community.
2. Supervise beautification projects.
3. Encourage individuals to take care of their property.

Section 5

The Finance Committee shall:

1. Prepare an annual budget.
2. Review annual dues.
3. Advise members as needed of delinquency in dues.

Section 6

The Social Committee shall:

1. Help new residents get acquainted with the residents of Eventide Homeowners Association, Inc.
2. Organize social functions and seasonal activities.

EXHIBIT C

Section 7

The Maintenance Committee shall:

1. Research and coordinate road maintenance projects.
2. Research and coordinate drainage projects.
3. Coordinate and supervise other special projects as deemed necessary.

ARTICLE X – DUES AND FINANCES

Section 1 – Annual Dues

Dues will be assessed annually on January 1. A notice will be sent prior to the end of the preceding December.

Section 2 – Amount of Annual Dues

Annual dues shall be \$200.00 per Lot. A discount of \$25.00 will be applied to any payment received on or before the Annual Meeting of the year the dues are assessed.

Section 3 – Effect of Nonpayment of Annual Dues

Any amount unpaid on December 31 of the assessment year shall be subject to a late charge of ten percent (10%) of the amount due and a lien shall be placed on the property in the amount due. The Board may suspend the voting rights of a Member during any period in which such Member shall be in default of any dues or assessment levied by the Eventide Homeowners Association, Inc..

Section 4

Membership dues are non-refundable.

Section 5 – Special Assessments

In addition to the annual assessment authorized above, the Board may levy, in any assessment year a special assessment applicable to that year provided that any assessment shall have the assent of two-thirds ($2/3^{\text{rd}}$) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

EXHIBIT C

Section 6 – Borrowing of Funds

There shall be no borrowing of Eventide Homeowners Association, Inc. funds by any officer, member or any individual or organization.

Section 7 – Expenditures

1. Expenditures of up to \$200 must be approved by the majority of the Members of the Executive Board.
2. Expenditures in excess of \$200 must be approved by a majority of the Eventide Homeowners Association, Inc. members at a duly called meeting.

ARTICLE XI – AMENDMENTS

Amendments to the By-Laws may be presented to the Executive Board in writing by any voting member. After review of the Board, they shall be submitted to the entire Membership of the Eventide Homeowners Association, Inc. present at the next regular or special meeting immediately following their dissemination to the membership. Approval of any amendments to the By-Laws shall have the assent of two-thirds (2/3rd) of the votes of Members who are voting in person or proxy at a meeting duly called for this purpose.

ARTICLE XII – DISSOLUTION

Dissolution of the Eventide Homeowners Association, Inc. shall occur only after written notification of the proposed dissolution has been submitted to the Executive Board and the membership of the Eventide Homeowners Association, Inc. and the proposal to dissolve has been adopted by the approval of a majority of the membership of the Eventide Homeowners Association, Inc. present at the next regular or special meeting immediately following the proposal. The proposal must contain a plan for distribution of any remaining assets.

EXHIBIT D

AFFECTED PARCELS

Parcel Number	Owner Name	Address	Legal Description
41-05-26-015205-003-00	EVANS SCOTT & JULIE	198 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-13	JORDAN W. PURYEAR AND ANABEL OCONER MANUEL PURYEAR	210 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-12	PAVLOS CHARLES G & CYNTHIA J	222 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-11	HINSON WILLIAM D & WENDY	234 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-10	JEWETT THOMAS J & TINA L	246 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-09	RICH ROGER LEE III & DEBRA L	258 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-08	COSTELLO RYAN DAVID & REBECCA OWENS COSTELLO	262 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-07	SCHAGE GUSTAV F III & RAINA A	274 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-06	REBECCA COMIRE WILCOX AND DOUGLAS MICHAEL WILCOX	286 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-05	JOHNSON PATRICIA F	298 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-02	WILLIAM E. THOMAS, ST. AND KARIN B. THOMAS, Trustees under the THOMAS LIVING TRUST, DATED JULY 27, 2009	306 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-03	FONSECA MICHAEL D & JOAN Z	314 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-04	JAMES E. MCGILL AND LOU ELLEN E. MCGILL, as Trustees of THE MCGILL FAMILY REVOCABLE TRUST, UNDER AGREEMENT DATED FEBRUARY 10, 2015; JAMES E. MCGILL AND LOU ELLEN E. MCGILL (LIFE ESTATE)	326 EVENTIDE DR	See Exhibit A
41-05-26-015205-000-00	DANIEL BRIGGS AND TERINDA BRIGGS	338 EVENTIDE DR	See Exhibit A
41-05-26-015205-003-01	HAROLD L. VANN AND MARGARET VANN; JENNIFER VAN DAVIS (LIFE ESTATE)	350 EVENTIDE DR	See Exhibit A

(274 Eventide)

OR BK 2506 PG 146

Prepared by:
Barry J. Fuller
Fuller & Associates
2301 Park Avenue, Suite 404
Orange Park, Florida 32073

File Number: 05-022

"Schedule A"

A PARCEL OF LAND SITUATED IN THE NORTH 200 FEET OF LOT 4, OF A SUBDIVISION OF THE WILLIAM HARVEY GRANT, SECTION 41, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AS SHOWN ON MAP RECORDED IN DEED BOOK "G", PAGE 89, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF COUNTY ROAD NO. C-15-A (FORMERLY STATE ROAD NO. S-15-A), ALSO KNOWN AS PINE AVENUE WITH THE NORTH LINE OF SAID LOT 4; THENCE ON LAST SAID LINE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 910.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 130 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 26 SECONDS EAST 200.00 FEET TO THE SOUTH LINE OF SAID NORTH 200 FEET OF LOT 4; THENCE ON LAST SAID LINE, SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST 130.00 FEET; THENCE ON LAST SAID LINE, NORTH 01 DEGREES 14 MINUTES 26 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 1.00 FEET THEREOF.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES AS PER OFFICIAL RECORDS BOOK 823, PAGE 305 THROUGH 310, AND PAGES 318 THROUGH 320 OF SAID PUBLIC RECORDS.

Exhibit A
(350 Eventide Dr.)

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89 of the public records of said county, said parcel being more particularly described as follows:

Begin at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue, with the North line of said Lot 4; thence on last said line North 88 deg 28' 46" East 130 feet; thence South 1 deg 14' 26" East 200 feet to the South line of said North 200 feet of Lot 4; thence on last said line South 88 deg 28' 26" West 130 feet to the East line of said County Road C-15-A; thence on last said line, North 1 deg 14' 26" West 200 feet to the point of beginning, EXCEPT the North 1 feet thereof.

SUBJECT TO a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Volume 823, Page 305 and Official Records Volume 823, Page 318 of the said public records.

EXHIBIT A

(338 Eventide Dr.)

A PARCEL OF LAND SITUATED IN THE NORTH 200 FEET OF LOT 4, OF A SUBDIVISION OF THE WILLIAM HARVEY GRANT, SECTION 41, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AS SHOWN ON MAP RECORDED IN DEED BOOK "G", PAGE 89, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST LINE OF COUNTY ROAD NO. C-15-A (FORMERLY STATE ROAD NO. S-15-A), ALSO KNOWN AS PINE AVENUE WITH THE NORTH LINE OF SAID LOT 4; THENCE ON LAST SAID LINE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST, 130.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 130 FEET; THENCE SOUTH 01 DEGREE 14 MINUTES 26 SECONDS EAST 200.00 FEET TO THE SOUTH LINE OF SAID NORTH 200 FEET OF LOT 4; THENCE ON LAST SAID LINE, SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST 130.00 FEET; THENCE ON LAST SAID LINE, NORTH 01 DEGREE 14 MINUTES 26 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES AS PER OFFICIAL RECORDS BOOK 823, PAGE 308 THROUGH 310 AND PAGES 318 THROUGH 320 OF SAID PUBLIC RECORDS.

Exhibit A
(326 Eventide Dr.)

PROPERTY APPRAISER'S PARCEL IDENTIFICATION NO. 41-05-26-015205-003-04

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF CLAY, STATE OF FLORIDA, TO-WIT:

A PARCEL OF LAND SITUATED IN THE NORTH 200 FEET OF LOT 4, OF A SUBDIVISION OF THE WILLIAMS HARVEY GRANT, SECTION 41, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AS SHOWN ON MAP RECORDED IN DEED BOOK "G", PAGE 89 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF COUNTY ROAD NO. C-15-A (FORMERLY STATE ROAD NO. 5-15-A), ALSO KNOWN AS PINE AVENUE WITH THE NORTH LINE SAID LOT 4; THENCE ON LAST SAID LINE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 260.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 130 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 26 SECONDS EAST 200.00 FEET TO THE SOUTH LINE OF SAID NORTH 200 FEET OF LOT 4; THENCE ON LAST SAID LINE, SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST 130.00 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 26 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 1.00 FOOT THEREOF, TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES AS PER OFFICIAL RECORDS BOOK 823, PAGES 305 THROUGH 310 AND PAGES 318 TROUGH 320 OF SAID PUBLIC RECORDS.

(314 Eventide Dr.)

OR BOOK 1585 PAGE 0929

EXHIBIT "A"LOT 4

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on a map recorded in Deed Book "G", page 89, of the public records of said County, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 390.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130.00 feet; thence South 01 degree 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet; thence North 01 degree 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 foot thereof.

Subject to and together with a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

OR BK 3167 PG 2045

(306 Eventide)

EXHIBIT "A"

LOT 5

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G" page 86, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 520.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West 130.00 feet thence North 01 degrees 14 minutes 26 seconds West 200.00 feet to the Point of Beginning, except the North 1.00 foot thereof, being 0.59 acre, more or less in area.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

Exhibit A
(298 Eventide Dr.)

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", Page 89, of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88°28'46" East, 650 feet to the Point of Beginning; thence continue North 88°28'46" East, 130 feet; thence South 01°14'26" East, 200 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88°28'46" West, 130 feet; thence on last said line, North 01°14'26" West, 200 feet to the Point of Beginning, except the North 1 foot thereof.

Together with & subject to a non-exclusive easement for ingress, egress, drainage & utilities as per Official Records Book 823, pages 308 through 310 and pages 318 through 320 of said public records.

Parcel ID Number: 410526-015205-003-05

EXHIBIT A

(286 Eventide Dr.)

A PARCEL OF LAND SITUATED IN THE NORTH 200 FEET OF LOT 4, A SUBDIVISION OF THE WILLIAM HARVEY GRANT, SECTION 41, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA, AS SHOWN ON MAP RECORDED IN DEED BOOK "G", PAGE 85 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF COUNTY ROAD NO. C-15-A (FORMERLY STATE ROAD NO. 5-15-A), ALSO KNOWN AS PINE AVENUE WITH THE NORTH LINE OF SAID LOT 4; THENCE ON LAST SAID LINE, NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 780 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 28 MINUTES 46 SECONDS EAST 130.00 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 26 SECONDS EAST 200.00 FEET TO THE SOUTH LINE OF SAID NORTH 200 FEET OF LOT 4; THENCE ON LAST SAID LINE, SOUTH 88 DEGREES 28 MINUTES 46 SECONDS WEST 130.00 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 26 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 1.00 FOOT THEREOF.

TOGETHER WITH & SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE & UTILITIES AS PER OFFICIAL RECORDS VOLUME 823, PAGE 305 & OFFICIAL RECORDS VOLUME 823, PAGE 318 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

Parcel ID Number: 410526-015205-003-06

EXHIBIT A

(262 Eventide Dr.)

A parcel of land situated in the North 200 feet of Lot 4 of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", Page 89 of the public records of said county, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue, with the North line of said Lot 4; thence on last said line North 88°28'46" East, 1040.00 feet to the Point of Beginning; thence continue North 88°28'46" East, 130 feet; thence South 01°14'26" East, 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88°28'46" West, 130.00 feet; thence on last said line, North 01°14'26" West, 200.00 feet to the Point of Beginning, except the North 1.00 feet thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, Pages 305 through 310 and pages 318 through 320 of said public records.

(258 Eventide)

EXHIBIT "A"

BOOK 1214 PAGE 702

A parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said county, said parcel being more particularly described as follows: Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1170.00 feet to the point of beginning; thence continue North 88 degrees 28 minutes 46 seconds East 130 feet; thence South 01 degrees 14 minutes 26 seconds East 200.00 feet to the South line of said North 200 feet of Lot 4; thence on last said line South 88 degrees 28 minutes 46 seconds West 130.00 feet; thence North 01 degrees 14 minutes 26 seconds West 200.00 feet to the point of beginning. EXCEPT the North 1.00 foot thereof. (Being 0.59 acre, more or less, in area).

TOGETHER WITH and SUBJECT TO a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320 of said public records.

FILE NO. 89-04530
OFFICIAL RECORDS NO. 1214
PAGE 702
FEB 27 2 24 PM '89
FILED IN DEED RECORDS OF
CLAY COUNTY, FLORIDA
CLERK OF COURTS



OR BK 2463 PG 1478

(246 Eventide)

EXHIBIT "A"

A parcel of land situated in the North 200 feet of Lot 4 of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", page 89, of the public records of said County, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue, with the North line of said Lot 4; thence on last said line North 88° 28' 46" East 1,300.00 feet to the Point of Beginning; thence continue North 88° 28' 46" East 130.00 feet; thence South 01° 14' 26" East 200.00 feet to the South line of said North 200 feet of said Lot 4; thence on last said line, South 88° 28' 46" West 130.00 feet; thence North 01° 14' 26" West 200.00 feet to the Point of Beginning, except the North 1.00 foot thereof.

Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 309 through 310, and pages 318 through 320, of said public records.

THIS DEED WAS PREPARED BY DALE S. WILSON, ESQUIRE, POST OFFICE BOX 1808, GREEN COVE SPRINGS, FLORIDA 32043. TITLE TO THE LANDS DESCRIBED HEREIN HAS NOT BEEN EXAMINED BY ME AND NO WARRANTY OR OTHER REPRESENTATION IS MADE AND NO OPINION EITHER EXPRESSED OR IMPLIED GIVEN AS TO THE MARKETABILITY OR CONDITION OF THE TITLE TO THE SUBJECT PROPERTY, THE QUANTITY OF LANDS INCLUDED THEREIN, THE LOCATION OF THE BOUNDARIES THEREOF OR THE EXISTENCE OF LIENS, UNPAID TAXES OR ENCUMBRANCES.

OR BK 3330 PG 1111

(234 Eventide)

OR BK 2439 PG 1505

Exhibit "A"

A parcel of land situate in the North 200 feet of Lot 4, a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book G, page 89, of the public records of Clay County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes 46 seconds East 1430.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East, 130.00 feet; thence South 01 degree 14 minutes 26 seconds East, 200.00 feet to the South line of said North 200.00 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 seconds West, 130.00 feet; thence North 01 degree 14 minutes 26 seconds West, 200.00 feet to the Point of Beginning. Except the North 1.00 foot thereof. Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, pages 305 through 310 and pages 318 through 320, of said public records.

Exhibit "A"

(210 Eventide Dr.)

A Parcel of land situated in the North 200 feet of Lot 4, of a subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", Page 89 of the Public Records of said County, said parcel being more particularly described as follows:

Commence at the intersection of the East line of County Road No. C-15-A formerly State Road No. S-15-A), also known as Pine Avenue, with the North line of said Lot 4; thence on last said line North 88 degrees 28 minutes and 46 seconds East, 1690.00 feet to the Point of Beginning; thence continue North 88 degrees 28 minutes 46 seconds East, 130.00 feet; thence South 01 degree 14 minutes 26 seconds East. 200 feet to the South line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees 28 minutes 46 Seconds West, 130.00 feet; thence North 01 degree 14 minutes 26 Seconds West, 200.00 feet to the Point of Beginning. Except the North 1.00 foot thereof. Together with and subject to a Non-Exclusive Easement for Ingress, Egress, Drainage and Utilities as per Official Records Book 823, Pages 305 through 310 and Pages 318 through 320 of said Public Records.

Exhibit A
(198 Eventide Dr.)

A parcel of land situated in the North 200 feet of Lot 4, a subdivision of the William Haney Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book "G", Page 89, of the Public Records of Clay County, Florida, said parcel being more particularly described as follows: Commence at the intersection of the East line of County Road No. C-15-A (formerly State Road No. 5-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 88°28'46" East 1820.00 feet to the Point of Beginning; thence continue North 88°28'46" East, 130.00 feet; thence South 01°14'26" East, 200.00 feet to the South line of said North 200.00 feet of Lot 4; thence on last said line, South 88°28'46" West, 130.00 feet; thence North 01°14'26" West, 200.00 feet to the Point of Beginning. Except the North 1.00 foot thereof. Together with and subject to a non-exclusive easement for ingress, egress, drainage and utilities as per Official Records Book 823, Pages 308 through 310 and pages 318 through 320, inclusive, of said Public Records.

Parcel ID Number: 410526-015205-003-00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

OR BK 3382 PG 868

EXHIBIT "A"

(222 Eventide)

A parcel of land situated in the North 200 feet of Lot 4, of a Subdivision of the William Harvey Grant, Section 41, Township 5 South, Range 26 East, Clay County, Florida, as shown on map recorded in Deed Book G, Page 89, of Public Records of said county, said parcel being more particularly described as follows:

Commerce at the intersection of the East line of County Road C-15-A, (formerly State Road S-15-A) also known as Pine Avenue with the North Line of said Lot 4: thence on last said line North 88 degrees 28 minutes 46 seconds East, 1560.00 feet to the Point of Beginning: thence continue North 88 degrees 28 minutes 46 seconds East 130.00; thence South 01 degrees 14 minutes 26 seconds East, 200.00 feet to the South Line of said North 200 feet of Lot 4; thence on last said line, South 88 degrees, 28 minutes 46 seconds west, 130.00 feet; thence North 01 degrees 14 minutes 26 seconds West, 200.00 feet to the Point of Beginning, except the North 1.00 foot thereof; Together with and subject to a non-exclusive easement for ingrees, egress, drainage and utilities as per official Records Book 823, page 305 through 310 and pages 318 through 320 of said Public Records.

EXHIBIT E

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The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY. NEITHER CLAY COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 02/02/18 . 09:26:35

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

July 31, 2020

Alexandra M. Amador, Esq.
McCabe & Ronsman
111 Solana Road, Suite B
Ponte Vedra Beach, Florida 32082

**Re: Eventide Homeowners Association, Inc.; Approval;
Determination Number: 20123**

Dear Ms. Amador:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Eventide Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Alexandra M. Amador, Esq.

July 31, 2020

Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.