

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

REVIVED COVENANTS AND RESTRICTIONS
OF
EVENTIDE

THESE REVIVED COVENANTS AND RESTRICTIONS OF EVENTIDE are made on this 22nd day of August, 2020 by the owners of lots in EVENTIDE and Eventide Homeowners Association, Incorporated (“Association”).

WHEREAS, Stephen D. Gay and Carol A. Gay, and Loren G. Brashear and Deanna L. Brashear hereinafter called the “Developer,” were the owners of that certain parcel of land in fee simple of the unrecorded subdivision known as EVENTIDE the legal description which is more particularly described on **Exhibit “A”** attached hereto and by this reference made a part hereof as recorded in Official Records Book 872, Pages 681 thru 696, of the public records of Clay County, Florida; and

WHEREAS, Developer developed said parcel of land to be known as EVENTIDE, and the Developer was desirous of placing certain covenants and restrictions upon the use of said parcels and was desirous that said covenants and restrictions shall run with the title to the land hereby restricted;

WHEREAS, Developer recorded the Covenants and Restrictions of Eventide in Official Records Book 886, Page 62, et seq., of the current public records of Clay County, subjecting the land described herein to its terms;

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

WHEREAS, these Revived Covenants and Restriction govern only the parcels which were originally encumbered by the original Covenants and Restrictions of Eventide and do not contain covenants that are more restrictive on the parcel Owners than the covenants contained in the original Covenants and Restrictions of Eventide, except as otherwise provided by Section 720.404(3), Florida Statutes;

WHEREAS, attached hereto as **Exhibit “B”** are the existing Articles of Incorporation of the Association; attached hereto as **Exhibit “C”** are the adopted 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;

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

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Owners and Association hereby revive all terms and provisions of the Covenant and Restrictions of Eventide which hereby restrict the use, as hereinafter provided, of all of the land, such property being referred to as "said land," and hereby place upon said land, and the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any of said land or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenants to observe, comply with and be bound by all such covenants and restrictions, as follows:

1. The term "lots" as used herein shall refer to the lands described in **Exhibit "A"** as subdivided by metes and bounds. Said lands shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or builder plot on said land other than one single family residence. Without the prior approval of the Developer, the height of the main residence on each building plot shall not be more than two full stories above the normal surface of the ground. No building at any time situate on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants and Restrictions. No building situate on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boardinghouse, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment or apartment house shall be erected or allowed to remain on any lot or building plot at any time shall be converted into a duplex residence, garage apartment or apartment house. No guest house shall contain any cooking facilities or equipment.

2. A building plot shall refer to all or part of a lot and may consist of one or more contiguous lots. In no event shall a building plot contain less square footage than the smallest lot originally deeded as a part of **"Exhibit A."**

3. No one story residence, no one and one-half story residence, no split-level residence and no two-story residence shall be erected or allowed to remain on any building plot unless the total floor area of all floors and all levels of such residence, exclusive of screened or unscreened porches, garages and carports, shall equal or exceed an aggregate of 1,700 square feet. Each house must contain a minimum of two-car garage.

- a. In determining minimum set back, eaves and cornices of any residence shall not be considered.

4. The minimum set back shall be 50 feet from the front lot line exclusive of easements of record and all other set backs shall meet requirements of "R A" zoning.

5. No detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said land without prior approval of the Developer. The term "detached outbuilding," as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool or workshop, hothouse, greenhouse, guesthouse, children's playhouse, summerhouse, or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single family residence located or to be located on such building plot.

6. For the purpose of further insuring the development of said land on a residential area of highest quality and standard, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, material, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. 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 reason and reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to, the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In the event the Developer fails to approve or disapprove such building plans and specifications within 30 days after the same have been submitted to it as required above, the approval of the Developer shall be presumed and provisions of this paragraph 6 shall be deemed to have been complied with.

However, no residence or other building, structure, or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

7. No wheeled vehicles of any kind and no boats may be kept or parked on the building plot unless same are completely inside a garage attached to the main residence, except that private automobiles or the occupants bearing no commercial signs may be parked in the driveway on the building plot from the commencement or use thereof in the morning to the cessation or use thereof in the evening, and except that private automobiles or guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purposes of such service. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such utility yard.

8. Unless the prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building which faces an access way.

9. All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by the Jacksonville Electric Authority through primary service lines.

10. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and related structures shown on the plans and specifications approved by the Developer pursuant to paragraph 6 hereof must be completed in accordance with said plans and specifications within 6 months after the start of the first construction upon said building plot unless such completion is rendered impossible as the direct result of strikes, fires, natural emergencies or natural calamities.

Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to his front garage access way. The design and material for such driveway shall first be approved by the Developer. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from the access way only at such location as shall be approved by the Developer, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which the construction is proceeding.

11. No picnic areas and no detached outbuildings as defined in paragraph 5 hereof shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residence thereon.

12. 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 building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

13. No trailer, basement, garage, or any outbuildings or any kind other than a guest house or servants' quarters, even if otherwise permitted, hereunder, to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

14. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For Rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed to the particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a property. The Developer may enter upon any building plot and summarily remove and destroy signs which do not meet the provisions of this paragraph.

15. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes.

16. No radio or television aerial or antenna no any other exterior electronic or electric equipment or outside clothes lines or poles or devices of any kind shall be installed or maintained on the exterior of any structure located on a building plot or on any portion of any building plot not occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer.

17. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots in said subdivision by the owner of a franchise acceptable to Clay County or by a duly constituted governmental agency or authority. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept at all times, at the option of the building plot owner, either within the building or within a utility yard or within underground garbage receptacles located on the building plot or on the access way at such location as shall be approved by the Developer.

18. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer.

19. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any building plot on said land. No other animals, birds, or fowl shall be kept, permitted, raised or maintained on any such building plot except as permitted in this paragraph 19.

Not more than two dogs, not more than two cats, not more than four birds (excluding parrots) and not more than four rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

20. No illegal, noxious or offensive activity shall be permitted or carried on on any part of said 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, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, no upon any land or lands contiguous thereto. No fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

21. No owner of a building plot shall plant or place shrubbery, hedges, trees or other plantings on any part of said land lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any of said land without first obtaining the written consent of the Developer, except such trees as shall be growing within twenty feet of the residence to be erected on the building plot. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles wires, cables, conduits, drainage lines or ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas lighting, heating, water, drainage, sewage and other convenience or utilities on, in, over and under all of the easements located on said land (whether such easements are to be for drainage, utilities, or other purposes) and any other recorded easements and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and right referred to in this paragraph 21. The owners of the lot or lots subject to the privileges, rights and easements referred to in this paragraph 21 shall acquire right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment of facilities placed on, over or under the property which is subject to said privileges, rights and easements.

22. The owner of each building plot whether such plot is improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph 22, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall

grass, undergrowth and weeds and to remove rubbish or any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgement to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

23. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but not obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such property, which expense shall be payable by such owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in any way for any damages on account thereof.

24. Wherever in these covenants and restrictions the consent or approval of the Developer 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. In the event the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer 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 or persons submitting such written request which violates any of the covenants or restrictions herein contained.

25. The Developer shall have 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 select, 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 or under the provisions of said plot. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by 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 owners of a majority of the lots shown on said plot. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

26. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument here after made any additional covenants and restrictions applicable to the said land which do not cover the standards or the covenants and restrictions contained, and 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 judgement, determines such violation to be an insubstantial violation.

27. In addition to the rights of the Developer provided for in paragraph 29 hereof, the Developer reserves and shall have the right, with the consent of the person then owning 75 percent or more of the said lands to amend or alter these covenants and restrictions and any parts thereof in any other respects.

28. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the said parcels to be known as EVENTIDE.

29. The covenants and restrictions numbered 1 through 28, above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect 30 years from the date of recording, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, provided they are preserved prior to the expiration of the 30 years in accordance with the procedures set forth in Chapters 712 and 720, Florida Statutes, unless within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the lands known as EVENTIDE shall be placed on record in the office of the Clerk of the Circuit Court of Clay County, Florida, in which written agreement any of the covenants and restrictions provided for herein may be changed, modified, waived or extinguished in whole or in part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 29, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 29.

30. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceedings in equity against those violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 30 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 covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

31. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgement or court order shall not affect or modify any of the other provisions of said covenants and restrictions which remain in full force and effect.

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

Signed, sealed and delivered
in the presence of:

Eventide Homeowners Association,
Incorporated

By: [Signature]

Print Name: Deborah Mariano

Witness [Signature]

Print Name: NIKKI Lee Taylor

[Signature]

Print Name: JAMES E. MCGILL

Its: President

By: JORDAN W PURYEAR

Its Secretary

State of Florida

County of CLAY

The foregoing instrument 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

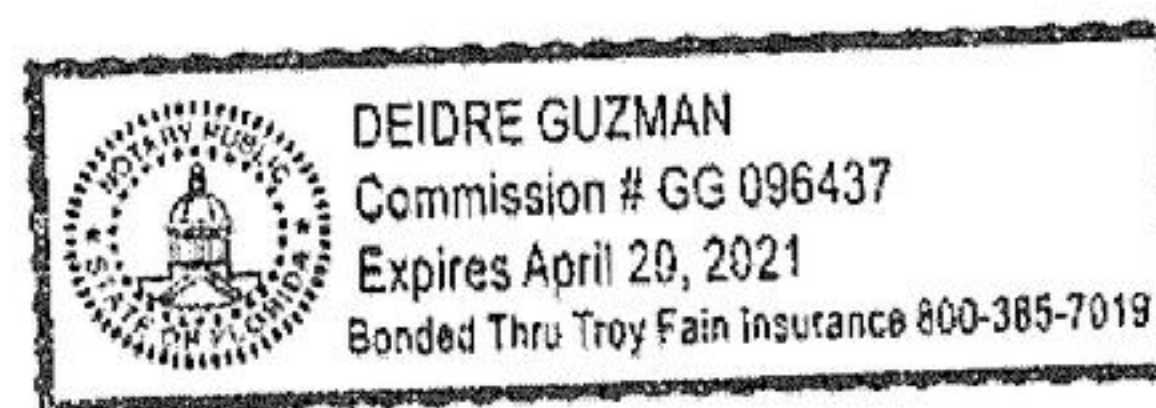


EXHIBIT A

6500
45

DOC. _____
SUR. _____
REC. _____

WARRANTY DEED
(Statutory - Sec. 689.02 F.S.)

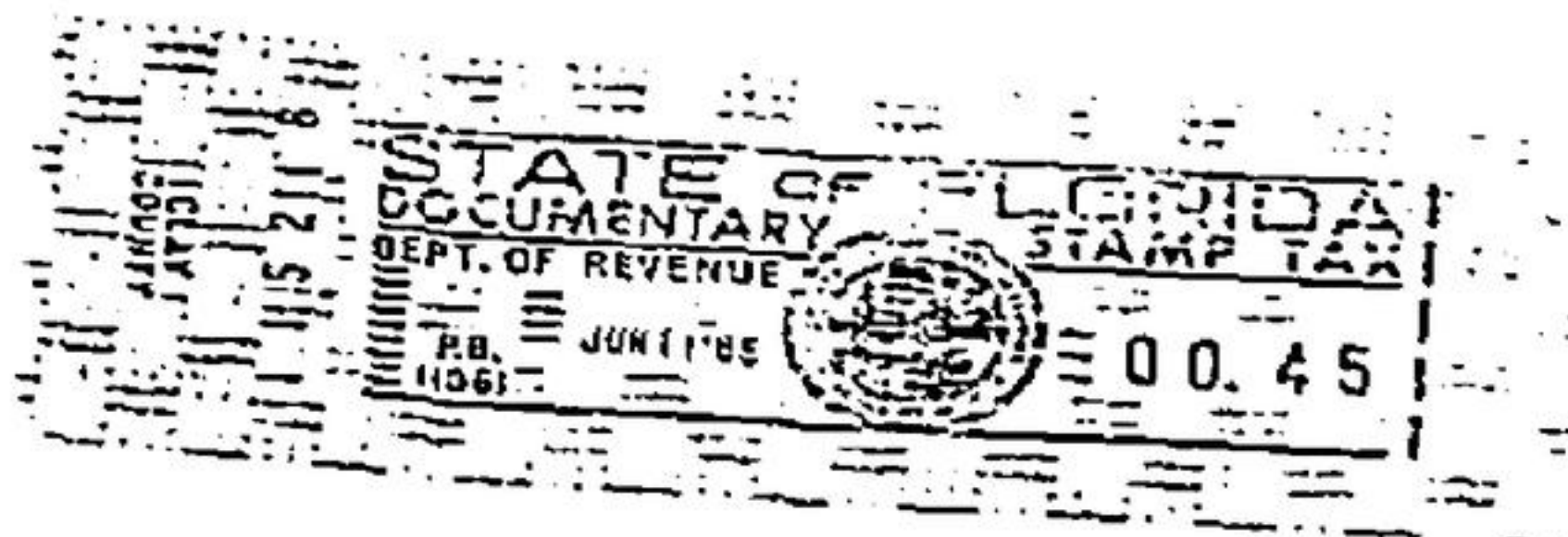
872 681
This instrument was prepared by:
Sharon S. Deaver
6625-7 Argyle Forest Blvd.
Jacksonville, FL 32244

STATE OF FLORIDA
COUNTY OF Duval

KNOW ALL MEN BY THESE PRESENTS: That
Stephen D. Gay, a married man
and Loren G. Brashear, a married man

_____, Grantor*,
for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of
which is hereby acknowledged has bargained, sold, conveyed and granted unto
Stephen D. Gay and Carol A. Gay, his wife and
Loren G. Brashear and Deanna L. Brashear, his wife, Grantee*
Address: 7271 Cottonwood Court, Jacksonville, FL 32268
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying
and being in the County of Duval, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.



Subject to taxes and assessments for the year 1985, and subsequent years, Covenants,
Restrictions, Easements and Reservations of record, if any,
and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of
all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal repre-
sentatives, successors and/or assigns of the respective parties hereto; the use of singular
number shall include the plural, and the plural the singular, the use of any gender shall
include all genders.

June 13, 1985

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on

Signed, sealed and delivered
in the presence of:

Phil Helow
Debra Cochran

Stephen D. Gay (SEAL)

Loren G. Brashear (SEAL)

_____, (SEAL)

_____, (SEAL)

STATE OF Florida
COUNTY OF Duval

Before me the subscriber personally appeared
Stephen D. Gay
Loren G. Brashear

known to me, and known to me to be the individ-
ual described by said name in and who executed
the foregoing instrument and acknowledged that, as
grantor, executed the same for the uses and purposes
therein set forth.

Given under my hand and seal on
June 13, 1985

(SEAL)

Deanna L. Brashear
Notary Public, State of Florida
My Commission Expires May 2, 1986

EXHIBIT A

872 682

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 "C", 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 being 0.59 acres, 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

872 683

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 being 0.59 acres, 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

872 684

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 being 0.59 acres, 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

872 685

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 being 0.59 acres, 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

872-686

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. 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 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 being 0.59 acres, 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

872 687

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 being 0.59 acres, 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

872 688

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 being 0.59 acres, 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.

872 689

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 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 being 0.59 acres, 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

872 690

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 being 0.59 acres, 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

872 691

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 being 0.59 acres, 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

P. 872 PAGE 692

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 being 0.59 acres, 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

872 693

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 being 0.59 acrea, 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

872 694

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 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 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

872 PAGE 695

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 being 0.59 acres, more or less in area.

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

872 696

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 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. S-15-A), also known as Pine Avenue with the North line of said Lot 4; thence on last said line North 53 degrees 26 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 200 feet thereof being 0.59 acres, 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 623, pages 305 through 310 and pages 318 through 320 of said public records.

FILE NO. 85-11756
OFFICIAL RECORDS NO. 872
PAGE 696 RECORD VERIFIED

JUN 14 4 06 PM '85

FILED AND RECORDED IN PUBLIC
RECORDS OFFICE OF CLAY COUNTY, FLORIDA

George L. Lewis
CLERK OF PUBLIC RECORDS



EXHIBIT B

Electronic Articles of Incorporation For

EVENTIDE HOMEOWNERS ASSOCIATION, INCORPORATED

N15000010177
FILED
October 19, 2015
Sec. Of State
tscott

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 (2/3rd) 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 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. 3-15-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 701
FEB 27 2 24 PM '89
FILED IN PUBLIC 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.