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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HABERSHAM HARBOUR, UNIT ONE

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM J. JOOS, Attorney  
OF: BOYD, JENERETTE, STAAS, JOOS,  
WILLIAMS & FELTON P. A.  
231 EAST ADAMS STREET  
JACKSONVILLE, FLORIDA 32202

THIS DECLARATION, made on the date hereinafter set forth by COLLIER CLASSIC HOMES, INC. and D. F. SERVICES, INC., both Florida corporations, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in County of Clay, State of Florida, which is more particularly described as:

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

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed, subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ADDITIONAL LAND more fully described on Exhibit "B" may be annexed by the Declarant without consent of the members within seven (7) years of the date of this Declaration provided that the Federal Housing Administration and/or the Veterans Administration determine that the annexation is in accord with the general plan heretofore approved by them. (Additional land shall be annexed in accordance with the provisions of Article VIII.)

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to HABERSHAM HARBOUR HOME-OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or any portion thereof, which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is or will be that property more fully described in the Special Warranty Deed recorded within 90 days of either the recordation of this Declaration or the conveyance of the first lot. The Common Area shall include a swimming pool, tennis court, dock and boat ramp proposed to be built in Declarant's discretion, prior to the completion of the last unit of HABERSHAM HARBOR.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Unit" shall mean and refer to any lot or lot and portion of adjacent lot (as allowed in Article III, Section 2 of this Declaration) improved with a completed residential unit.

Section 7. "Declarant" shall mean and refer to COLLIER CLASSIC HOMES, INC. and D. F. SERVICES, INC., both Florida corporation, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas so as to prohibit ingress and egress to his Lot.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Water and Sewer Easement. Kingsley Utility Company or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots to provide water for use with the structures to be built, and no potable water shall be used within the improvements except potable water which is obtained from Kingsley Utility Company, or its successors or assigns. Provided, however, the Declarant, its successors or assigns, may construct wells to supply water for irrigation purposes. Any such wells permitted shall not be connected or cross-connected to the central water supply system. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Kingsley Utility Company, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Kingsley Utility Company is hereby granted non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described above for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding anything to the contrary contained herein, any Owner who owns more than one-half ( $\frac{1}{2}$ ) of a Lot and less than one and one-half ( $1\frac{1}{2}$ ) contiguous Lot(s) shall be deemed to own one (1) Lot for voting purposes, and shall be entitled to one (1) vote.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned, or any portion of a lot constituting more than one-half ( $\frac{1}{2}$ ) of the Lot. The Class B membership shall cease and be converted to Class membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1992.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

###### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the resident in the Properties and for the improvement and maintenance of the Common Area situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Unit (a lot improved with a residential unit), which shall be payable at the closing on the sale of each unit for the balance of the calendar year. Provided, however, that no assessment shall be due and payable at the closing on the sales of the first several units until the swimming pool and tennis court are completed and operational, at which time said unit Owners shall be required to pay the assessment aforesaid. After initial payment, said assessments shall be paid prospectively for no less than two calendar quarters.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds ( $\frac{2}{3}$ ) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Association in determining the common expenses shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area for which the Association has maintenance responsibilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be members or proxies entitled to cause one-third (1/3) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units (Lots improved with a residential Unit) and may be collected on a semi-annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units (Lots improved with a residential Unit) as is set forth in Section 3, above; provided, however, the assessment for each Unit on which a home is completed (though unsold by Declarant) shall begin ninety (90) days after the completion of the home and the assessment for each model unit shall begin a year after the completion of each model unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 15th day after the due date, a late penalty in the amount of \$25.00 shall be due and payable. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Units as a common expense.

Section 10. Exempt Property. All Property dedicated to, and accepted by, a local public authority and all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida and model units or sales offices shall be exempt from the assessment created herein,

except no land or improvements devoted to dwelling or commercial use shall be exempt from assessments.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and topography by the Residential Architectural Review Committee (RARC) of HABERSHAM HARBOUR HOMEOWNERS ASSOCIATION, INC., pursuant to the provisions of this Declaration.

ARTICLE VI

USE RESTRICTIONS

Section 1. Single Family Residence Only. Said Lots shall be used for single family residential purposes only and no building at any time situated on any of said Lots shall be used for business, commercial, charitable, professional or manufacturing purposes. No residence, garage, or other building constructed on any of said Lots shall be used for the purpose of renting rooms therein or as a boarding school, hotel, tourist court, or motor court. No more than one single family residence shall occupy any platted Lot.

Section 2. Two and One-half Stories Limit. Without the written approval of The Residential Architectural Review Committee of the Habersham Harbour Homeowners Association the height of the main residence shall not be more than two and one-half (2½) stories above the normal surface of the ground.

Section 3. Minimum Square Footage. No residence shall be erected upon or allowed to occupy any portion of any lot of said subdivision unless the exterior area of the main structure, exclusive of the areas in covered porches and garages, shall be not less than eighteen hundred (1800) square feet.

Section 4. Other Structures. The following buildings, structures and objects may be erected and maintained on the lot only if the same are located wholly within the building setback lines and approved by The Residential Architectural Review committee of the Habersham Harbour Homeowners Association. Included are pens, yards, houses for pets, tools and workshops, detached garages, hothouses, greenhouses, bath houses, children's playhouses, outdoor fireplaces, barbeque pits, swimming pools or installation in connection therewith, or any other structure or objects of any unsightly nature or appearance. Each such object shall be walled, fenced or sufficiently landscaped, using materials and with height and design and in such a manner that such objects shall be obstructed from view from the outside of the Lot.

Section 5. Drying. Unsightly exposure of clothes lines, hanging wash or clothes drying of any kind is restricted unless done in areas that are completely screened from view from any adjacent Lot or any roadway Access Easement.

Section 6. Setback for All Structures. No building or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed, or allowed in the area of any lot lying between the front or side building restriction line and the street on which the lot abuts.

Section 7. Fences. Hedges and fences may be built or maintained on any Lot; however, there shall not be any fences in front of a house or higher than six (6) feet and all must be approved by the Declarant.

Section 8. No Parking of Vehicles, Boats, etc. No trucks nor recreational vehicles of any kind, boats, trailer, house trailer, camper, or any other offensive objects may be kept or parked on the street, including right-of-way thereof or between the paved road and the residential structure, overnight

or for a continuous period of time in excess of twelve (12) consecutive hours. They may be so kept if completely inside a garage attached to the main residence or within the rear yard or side yards if screened from view. No wheeled vehicles shall be kept or parked in the front yard of any Lot. No trailers shall be maintained on any Lot.

Section 9. No Overhead Wires. All telephone, electrical and other utility lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.

Section 10. No Sheds, Shacks, or Trailers. No shed, shack, trailer, tent or other temporary or movable structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor or sales person may maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of houses being built in this subdivision for not longer than twelve (12) months. No trailer, basement, garage, or any outbuilding of any kind even if otherwise permitted hereunder is to or remain on a Lot shall be at any time used as a residence either temporarily or permanently.

Section 11. Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind, even if otherwise permitted hereunder, to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

Section 12. Signs. No sign of any character shall be displayed or placed upon any lot except such signs as may be reasonably necessary for sale purposes.

Section 13. Aerials and Antennas. No radio or television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on any Lot.

Section 14. Mail Boxes. 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 may be erected or located on any Lot. The type of material for said boxes or receptacles shall be compatible and in keeping with the neighborhood and shall be approved by The Residential Architectural Review Committee of the Habersham Harbour Homeowners Association.

Section 15. Pets. not more than two dogs, two cats, or four birds (excluding parrots) or 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. If, in the sole opinion of the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association, the animal, or animals, become dangerous or any annoyance or nuisance on the neighborhood, or nearby property, or destructive of wildlife, they may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 16. Offensive Activities. No illegal, noxious, or offensive activity shall be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted to be on any part of said land or road rights-of-way.

Section 17. Restricted Use of Waterways. The Waterfront shall not be used for any commercial purpose; nor shall any use thereof be made which is objectionable to the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association. No docks, boat slips, bulkheads, mooring piling or any other construction, shall be erected on the waterfront without the written approval of the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association. Shoreline contours above or below water may not be changed, and no Lot shall be increased in size by filling in the waters on which it abuts. No part of any bulkhead or seawall now existing or hereafter installed by the Developer on the waterfront of any Lot shall be increased in height, except pursuant to a common plan approved in writing by the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association.

Private boat slips, wharves and docks may be constructed by the owner of any waterfront Lot, but the same shall be of neat appearance and of good and substantial construction, and all plans must have the prior written approval of the Residential Architectural Review Committee of the Habersham Harbour Homeowners Association.

Section 18. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 19. Weed Control. The Owner of each building plot, whether such plot be 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 such plot at all times in a neat and attractive condition.

## ARTICLE VII

### RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of mortgage holder, insurer or guarantor of a mortgage on the Property (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

## ARTICLE VIII

### ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right until January 1, 1992, from time to time and in its sole discretion, to annex to the Property and to include within this Declaration all or part of the additional land described in Exhibit "B".

Section 2. Members Annexation. The Owners may annex additional lands to the Property with the approval of each class of Owners of two-thirds of the Lots within the Property.

Section 3. Supplemental Declarations. Any such addition authorized in Section 1 and 2 above may be made by filing of record of one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Duval County, Florida.

Section 4. Effect of Annexation. In the event that any additional property is annexed to the Property pursuant to the provisions of this article, then such lands shall be considered within the definition of Property for all purposes of this Declaration, and upon recording of the Declaration of Annexation, the number of votes for Class A and B members shall be adjusted in accordance with the number of Lots contained in the preliminary or recorded plat. In the event that the land described in Exhibit "B" is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the land described on Exhibit "B".

ARTICLE IX

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceedings 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 Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 66-2/3% of the Lot Owners, and thereafter by an instrument signed by not less than 51% of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the Declarant has caused these Covenants and Restrictions to be executed by its duly authorized officers, and its corporate seal to be affixed at Orange Park, Clay County, Florida, this June 30, 1986.

Signed, sealed and delivered in the presence of:

COLLIER CLASSIC HOMES, INC.

By [Signature]  
Its President

Nancy Anderson  
[Signature]

D. F. SERVICES, INC.

By [Signature]  
Its Vice President

Janice V. Thomas

[Signature]

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that before me, the undersigned Notary Public, this day personally appeared ELWOOD COLLIER, known to me and known to be the President of COLLIER CLASSIC HOMES, INC., a Florida corporation, and he acknowledged to me that the foregoing instrument was executed by him as such officer of said corporation thereunto duly authorized and that he has affixed thereto the corporate seal, for the purposes therein expressed.

WITNESS my hand and official seal, at Jacksonville, said County and State, this 27th day of June, 1986.



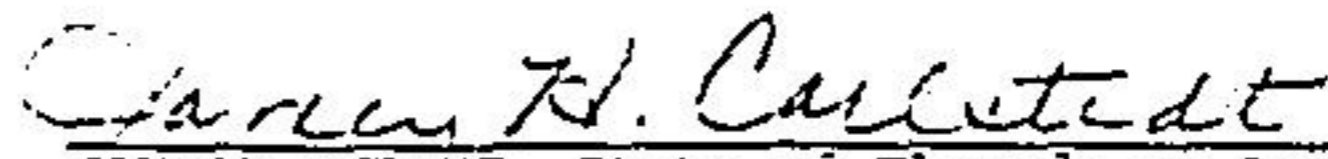
NOTARY PUBLIC, State of Florida at Large.  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
Expires Jan. 30, 1988  
Bonded by Transamerica Insurance Co.

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that before me, the undersigned Notary Public, this day personally appeared JAMES H. ABERNATHY, JR., known to me and known to be the Senior Vice President of D. F. SERVICES, INC., a Florida corporation, and he acknowledged to me that the foregoing instrument was executed by him as such officer of said corporation thereunto duly authorized, and that he has affixed thereto the corporate seal, for the purposes therein expressed.

WITNESS my hand and official seal, at Jacksonville, said County and State, this 30th day of June, 1986.



NOTARY PUBLIC, State of Florida at Large.  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 2, 1990  
Bonded thru ~~Batterman~~ ~~Secht~~ Agency

D:32:mc

A portion of Government Lot 4, Section 31; a portion of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , Section 31, and a portion of the E. A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida; together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, all in Township 5 South, Range 26 East, Clay County, Florida; all being more particularly described as follows: For a Point of Reference commence at the intersection of the westerly right-of-way line of Lake Shore Drive West, (a 66-foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100-foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line of State Road No. 220, said curve being concave to the southeast and having a radius of 3,869.72 feet, a chord distance of 247.67 feet to a point for a Point of Beginning. The bearing of the aforementioned chord being South  $79^{\circ} 11' 13''$  West.

From the Point of Beginning thus described continue in a southwesterly direction along arc of last mentioned curve, a chord bearing and distance of South  $73^{\circ} 41' 51''$  West, 493.47 feet to the Point of Tangency of said curve; run thence South  $70^{\circ} 02' 30''$  West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of Said County in Deed Book 27, Pages 433 and 434; run thence North  $29^{\circ} 47' 07''$  West, along the easterly line of last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of aforementioned Township 4 South from Township 5 South; run thence South  $74^{\circ} 39' 55''$  West, along the northerly line of said Deed Book 27, Pages 433 and 434, a distance of 860 feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanderings of said mean high water line of Swimming Pen Creek, a distance of 1,085 feet, more or less, to a point; run thence North  $80^{\circ} 00' 00''$  East, a distance of 198 feet, more or less, to a point; run thence North  $43^{\circ} 02' 18''$  East, a distance of 144.27 feet to a point; run thence South  $44^{\circ} 47' 36''$  East, a distance of 125.0 feet to a point; run thence South  $68^{\circ} 40' 39''$  East, a distance of 67.48 feet to a point; run thence South  $35^{\circ} 34' 30''$  East, a distance of 124.85 feet to a point; run thence South  $10^{\circ} 38' 11''$  West, a distance of 81.54 feet to a point; run thence South  $16^{\circ} 34' 56''$  East, a distance of 216.37 feet to a point; run thence North  $83^{\circ} 00' 55''$  East, a distance of 247.47 feet to a point; run thence South  $89^{\circ} 46' 05''$  East, a distance of 1,066.47 feet to a point; run thence South  $00^{\circ} 13' 55''$  West, a distance of 125.0 feet to a point; run thence South  $89^{\circ} 46' 05''$  East, a distance of 48.37 feet to a point; run thence South  $00^{\circ} 13' 55''$  West, a distance of 60.0 feet to a point; run thence South  $15^{\circ} 33' 11''$  West, a distance of 134.79 feet to a point; run thence South  $15^{\circ} 09' 54''$  East, a distance of 174.20 feet to the Point of Beginning.

EXHIBIT "B"

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Government Lot 4, Section 31; a portion of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , Section 31, and a part of the E. A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida. Together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, in Township 5 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the intersection of the westerly right-of-way line of Lake Shore Drive West (a 66' foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100' foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line, said curve being concave to the southeast, and having a radius of 3,869.72 feet, a chord distance of 740.38 feet to the Point of Tangency of said curve; the bearing of the aforementioned chord being South  $75^{\circ} 31' 53''$  West; run thence South  $70^{\circ} 02' 30''$  West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of said County in Deed Book 27, pages 433 and 434; run thence North  $29^{\circ} 47' 07''$  West, along the easterly line of said last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of Township 4 South from Township 5 South; run thence South  $74^{\circ} 39' 55''$  West, along the northerly line of said Deed Book 27, pages 433 and 434, a distance of 860 feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanders of said mean high water line of Swimming Pen Creek and the mean high water line of Doctors Lake, a distance of 1,900 feet more or less, to the intersection of said mean high water line with the northerly line of said Government Lot 4, Section 31; run thence South  $89^{\circ} 46' 05''$  East, along last mentioned northerly line, a distance of 1,950 feet, more or less, to a concrete monument at the northeast corner of said Government Lot 4, Section 31; run thence South  $89^{\circ} 32' 10''$  East, a distance of 302.35 feet to a concrete monument on the said westerly right-of-way line of Lake Shore Drive West; run thence South  $04^{\circ} 50' 24''$  East, along last mentioned westerly right-of-way line, a distance of 1,369.63 feet to the Point Of Beginning.

Excepting therefrom the following described property:

EXHIBIT "A"

A portion of Government Lot 4, Section 31; a portion of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , Section 31, and a portion of the E. A. Ferguson Grant, Section 48, all in Township 4 South, Range 26 East, Clay County, Florida; together with a portion of Government Lots 5 & 6, Section 6, and a portion of the E. A. Ferguson Grant, Section 42, all in Township 5 South, Range 26 East, Clay County, Florida; all being more particularly described as follows: For a Point of Reference commence at the intersection of the westerly right-of-way line of Lake Shore Drive West, (a 66-foot right-of-way as now established) with the northerly right-of-way line of State Road No. 220 (a 100-foot right-of-way as now established) and run in a southwesterly direction along the arc of a curve in said northerly right-of-way line of State Road No. 220, said curve being concave to the southeast and having a radius of 3,869.72 feet, a chord distance of 247.67 feet to a point for a Point of Beginning. The bearing of the aforementioned chord being South  $79^{\circ} 11' 13''$  West.

From the Point of Beginning thus described continue in a southwesterly direction along arc of last mentioned curve, a chord bearing and distance of South 73°41'51" West, 493.47 feet to the Point of Tangency of said curve; run thence South 70° 02' 30" West, continuing along said northerly right-of-way line of State Road No. 220, a distance of 95.71 feet to a point on the easterly line of lands described in the Official Records of Said County in Deed Book 27, Pages 433 and 434; run thence North 29° 47' 07" West, along the easterly line of last mentioned deed, a distance of 282.69 feet to a concrete monument at the northeast corner thereof, said monument also being at the intersection of the easterly line of the E. A. Ferguson Grant with the dividing line of aforementioned Township 4 South from Township 5 South; run thence South 74° 39' 55" West, along the northerly line of said Deed Book 27, Pages 433 and 434, a distance of 860 feet, more or less to the mean high water line of Swimming Pen Creek; run thence in a northwesterly direction along the meanderings of said mean high water line of Swimming Pen Creek, a distance of 1,085 feet, more or less, to a point; run thence North 80° 00' 00" East, a distance of 198 feet, more or less, to a point; run thence North 43° 02' 18" East, a distance of 144.27 feet to a point; run thence South 44° 47' 36" East, a distance of 125.0 feet to a point; run thence South 68° 40' 39" East, a distance of 67.48 feet to a point; run thence South 35° 34' 30" East, a distance of 124.85 feet to a point; run thence South 10° 38' 11" West, a distance of 81.54 feet to a point; run thence South 16° 34' 56" East, a distance of 216.37 feet to a point; run thence North 83° 00' 55" East, a distance of 247.47 feet to a point; run thence South 89° 46' 05" East, a distance of 1,068.47 feet to a point; run thence South 00° 13' 55" West, a distance of 125.0 feet to a point; run thence South 89° 46' 05" East, a distance of 48.37 feet to a point; run thence South 00° 13' 55" West, a distance of 60.0 feet to a point; run thence South 15° 33' 11" West, a distance of 134.79 feet to a point; run thence South 15° 09' 54" East, a distance of 174.20 feet to the Point of Beginning.

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