

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS, AND RESTRICTIONS FOR  
PINE COURT

14/02  
1802

THIS DECLARATION, made on the date hereinafter set forth by Pine Court of Fleming Island, Inc., a Florida corporation, hereinafter referred to as "Declarant". There are or may be other persons who hold fee simple title or liens against the Properties (as hereinafter defined), who shall not be Declarants, but who have or subsequently may by separate instrument join in the execution of this instrument to subordinate their rights in the Properties.

PREPARED BY AND RETURN TO  
AL L. SCHNEIDER, Esquire  
POST OFFICE BOX 4548  
JACKSONVILLE, FLORIDA 32201

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple, of the Properties, as hereinafter defined, described on the Plat of PINE COURT, according to plat thereof as recorded in Plat Book 23, pages 3 and 4 of the current public records of Clay County, Florida; and

WHEREAS, Declarant, in order to maintain the value and integrity of the Properties, desires to subject the Properties to the Covenants, Conditions, Easements and Restrictions, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of the Properties and each and every Owner, of any and all parts of the Properties, and other persons and parties as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold, and conveyed subject to the following covenants, conditions, easements, restrictions, charges, and liens hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of each and every Owner, as hereinafter defined, and all other persons and parties as hereinafter set forth, and which shall run with the title to the Properties and shall be binding upon all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I. - Definitions

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association (as hereinafter defined).

Section 2. "Association" shall mean and refer to PINE COURT OF FLEMING ISLAND HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit organized or to be organized under the laws of the State of Florida, its successors and assigns.

Section 3. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 4. "Budget" shall mean and refer to the annual budget of the Association as prepared by the Association and adopted by the Board and showing income and expenditures as anticipated for the forthcoming fiscal year of the Association.

Section 5. "Building Plot" shall mean and refer to the lands described in Article V, Section 2 of this Declaration (as hereinafter defined).

Section 6. "Declarant" shall mean and refer to Pine Court of Fleming Island, Inc., a Florida corporation, and its successors and assigns.

Section 7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions.

Section 8. "Green Area" shall mean and refer to that part of Lots 30, 31, and 32 as shown on Exhibit "A" attached hereto.

Section 9. "Lake Lots" shall mean and refer to those Lots shown on the Plat (as hereinafter defined) which are either adjacent to or are a portion of the Lake as shown on the Plat (as hereinafter defined) and are more particularly described in Article VII, Section 2 of this Declaration.

Section 10. "Lake" shall mean and refer to the Lake as described on the Plat (as hereinafter defined), which is a portion of Lots 30, 31, and 32 described on the Plat (as hereinafter defined).

Section 11. "Lot" shall mean and refer to any numbered plot of land shown on the Plat (as hereinafter defined) or any recorded subdivision map of the Properties which is intended to be improved with a Residential Dwelling.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons.. or entities, of fee simple title to any Lot 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 13. "Plat" shall mean and refer to the plat of PINE COURT recorded in Plat Book 23, pages 3 and 4, inclusive, of the current public records of Clay County, Florida.

Section 14. "Property" or "Properties" shall mean and refer to the property described on the Plat of PINE COURT according to Plat thereof recorded in Plat Book 23, pages 3 and 4, inclusive, of the current public records of Clay County, Florida.

Section 15. "Residential Dwelling" shall mean and refer to a single family detached dwelling located on a Lot and intended for use and occupancy as a single family home or dwelling.

Section 16. "Storm Water Management System" shall mean and refer to the designed features of the Properties which collect, convey, channel, hold, inhibit, or divert the movements of storm water, that part of which is to be maintained by the Association being more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof.

Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing

purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Article II. - Membership and Voting Rights

Section 1. Members. Every Owner of a Lot which is subject to assessments 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. Voting Rights. The Association shall have two (2) classes of voting membership.

CLASS A -- Class A membership shall be all Owners, with the exception of the Declarant. Each Class A member 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. Where a lot is owned by more than one person or by a corporation or other entity, the vote for such Lot shall be cast by the person named in the Certificate signed by all the Owners of such Lot and filed with the Secretary of the Association; and, in such event, only the person named in the Certificate may vote in Association matters. Such Certificate shall be valid until revoked by a subsequent Certificate similarly signed and filed. The Secretary of the Association may rely on the latest Certificate submitted as being the latest definitive choice of the Owners of such a Lot and under no circumstances shall the Secretary of the Association be required to investigate or determine the enforceability or accuracy of any Certificate submitted.

CLASS B -- The Class B member (s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) on the 31st day of December, 1995.

Section 3. Amplification. The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association; PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

### Article III. - Covenants For Assessments

Section 1. Creation of Lien; Personal Obligation of Assessment. 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, (2) special assessments as set forth in Section 4 below, if applicable, with all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and attorneys' fees, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment falls 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 annual assessments levied by the Association shall be used exclusively: (1) to promote the recreation, health, safety, and welfare of the residents of the Properties; (2) for the improvement and maintenance of the island located in the public right of way of Tall Timber

Drive near the entranceway into the Properties from Pine Avenue and the area lying between the paved portion of Pine Avenue and the easterly lot lines of Lots 1 and 32 as shown on the Plat (including but not limited to any signs, fences, walls, grass, shrubbery, landscaping, and other improvements located thereon); (3) for the maintenance of the Green Area and the embankments of those portions of the embankments of the lake lots adjacent to the Green Areas as more particularly set for in Section 22, Article V of this Declaration, (4) for payment of the cost of operating, administering, improving, maintaining, repairing, and restoring that part of the Storm Water Management System not maintained by a public authority, including but not limited to the Lake described on the Plat, pipes, lines, culverts, filtration and underdrains systems, Lake control structures, bulkheads and retaining walls, and other facilities located thereon which now or in the future provides storm water detention for the Properties so that the entire Storm Water Management System shall be used and operated at all times in conformity with all rules and regulations of the St. Johns River Water Management District, the Department of Environmental Regulation of the State of Florida, United States Army Corps of Engineers, if applicable, including without limitation the following:

(a) Taxes. Any and all taxes levied or assessed at any and all times upon that part of the Storm Water Management System maintained by the Association by any and all taxing authorities, including all taxes, charges, assessments, and impositions and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against that part of the Storm Water Management System maintained by the Association, excepting the real estate taxes assessed against the owners of Lots 30, 31, and 32 described on the Plat of the Properties, including any interest, penalties, and other charges which may accrue on such taxes.

(b) Utility Expenses. All expenses levied for utilities providing services for that part of the Storm Water Management

System maintained by the Association, whether supplied by private or public firms.

(c) Insurance. The premiums on the policy or policies of insurance which the Association in its sole discretion determines to obtain; provided, the coverage of such insurance shall include the following: (a) such risk as shall customarily be covered with respect to areas similar to that part of the Storm Water Management System maintained by the Association owned by the Association; (b) a comprehensive policy of public liability insurance covering all of that part of the Storm Water Management System maintained by the Association and improvements located thereon and insuring the Association (and until the date of transfer by Declarant to the Association, said policy shall insure Declarant) with limits of not less than \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for property of others, and such other risks as shall customarily be covered with respect to areas similar to that part of the Storm Water Management System maintained by the Association; (c) such other forms of insurance and such coverages as the Association shall determine to be required or beneficial for the protection of the Association and its Board of Directors and for preservation of the Storm Water Management System and the Owner of any Lot upon which any part of the Storm Water Management System is located or wall and sign maintained by the Association, and their mortgages, if requested, and for preservation of that part of the Storm Water Management System maintained by the Association.

(d) All costs and expenses incurred for the general activities and operation of the Association in the administration of its powers and duties, including but not limited to secretarial, legal, and accounting fees.

(e) To repay funds, together with interest thereon, borrowed by the Association and used for the purposes referred to herein.

(f) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditure of the funds shall be final. The Board of Directors, in its discretion may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Notwithstanding anything herein to the contrary, no assessment may be levied against any Lot nor shall any Lot Owner be personally liable for any judgment or decree rendered against the Association for or as a result of damage or injury to persons or property, or any costs or fees imposed against the Association in any such judgment or decree. The Association may, but shall not be obligated to, purchase liability insurance to cover such potential future claims and liabilities, but in the event such insurance is not obtained or its coverage is not sufficient to cover such claims and liabilities, the Association shall have no right to assess the Lots or its members for such claims and liabilities or any judgment relating thereto.

In the event the Association is rendered insolvent or bankrupt for any reason, including by reason of a claim, liability or judgment for damage or injury to persons or property, Declarant may transfer the powers and rights of the Association to a substitute not-for-profit corporation with identical membership and voting rights.

Section 3. Maximum Annual General Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment shall be \$100.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum

annual assessment may be increased each year not more than 5% above the maximum general 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 Lot to an Owner, the maximum annual general assessment may be increased above 5% by a vote of two-thirds 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 of the maximum.

(d) The Board of Directors shall adopt a budget which shall include the actual cost of maintaining and operating the Storm Water Management System in accordance with the rules and standards applicable to the permit issued by the St. Johns River Water Management District to Declarant pertaining to the construction and operation of the Storm Water Management System, Department of Environmental Regulation of the State of Florida, United States Army Corps of Engineers, and all other governmental authorities having jurisdiction over said Storm Water Management System. The Board of Directors shall also include in each annual budget such sums as the Board of Directors shall deem necessary to comply with all the provisions of Section 2 of this Article.

Section 4. Special Assessments - Due Dates.

(a) In addition to the annual assessments authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of (1) defraying, in whole or in part, any deficit of the Association; (2) defraying in whole or in part the cost of operating, maintaining, repairing, or restoring that part of the Storm Water Management System maintained by the Association as required by the St. Johns River Water Management District; (3) complying with the requirements of the St. Johns River Water Management District, the Department of Environmental Regulation of the State of Florida, the United States Army Corps of Engineers, and all other governmental entities having jurisdiction over the Storm

Water Management System; and (4) for such other purposes as shall be deemed necessary from time to time by the Board of Directors, provided that any special assessments shall have the assent of two-thirds of the vote of each class of members who are voting in person or by proxy at a meeting called for this purpose.

(b) Special assessments may also be levied against any Owner of a Lot for maintenance required to be performed by such Owner as set forth in Section 2, Article VI hereof or against any Owner of a Lot for expenses incurred as a result of enforcing the applicable provisions of this Declaration against such Lot. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association.

(c) The due dates for any special assessment under this Section shall be established by the Board of Directors of the Association.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Above. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If, however, the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. 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 Lots, and may be collected on a monthly, quarterly, semi-annually, or annual basis as determined by the Board of Directors of the Association; provided, however, that special assessments may be levied nonuniformly against one or more Owners as provided in Section 4 of this Article.

Notwithstanding any provision that may be contained herein for so long as Declarant is the Owner of any Lot, Declarant shall not be liable for any assessments against such Lot, provided that Declarant funds any deficit in the annual operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby terminate the obligation of Declarant to fund deficits in the annual operating expenses of the Association.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance by Declarant of the first Lot (excluding the bulk sale or conveyance of all such Lots). Initial annual assessments 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 Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

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 eighteen percent (18%) per annum or at the maximum legal rate, whichever is higher. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created and granted under Section 1 of this Article against any of the Property then owned by a delinquent Owner. All such liens shall be foreclosed in the same manner as mortgages and foreclosed under the laws of the State of

Florida from time to time in effect. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

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 Lot shall not affect the assessment lien. However, the sale or transfer of a Lot 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Properties. All properties dedicated to and accepted by a local public authority or private utility provider and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except however, that no land or improvements devoted to dwelling use shall be exempt from the payment of assessments created herein, (except as described in Section 6 of Article IV of this Declaration).

#### Article IV- Architectural Control

No building, fence, sign, wall, or other structure shall be commenced, erected or maintained upon any of the Lots constituting the Properties; nor shall any exterior addition, change or alteration of any structure be made; nor shall any radio, television aerial, antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on any of the Lots constituting the Properties; nor shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspaper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials be installed or located on any of the Lots constituting

the Properties; nor shall any window air conditioner be placed in any window facing a street until the plans and specifications showing the nature, kind, shape, height and materials, and location of all such structures or improvements shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not be applicable to any such activity conducted by or on behalf of the Declarant.

#### Article V - Use Restrictions

##### Section 1. Land Use and Building Type.

(a) No Lot shall be used except for residential purposes, except as hereinafter provided, and for associated purposes such as easements for drainage and utilities business and home occupations( such as doctors, dentists, accountants, hair dressers, etc.) are specifically prohibited.

(b) No building or any modification or addition to any existing building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Residential Dwelling not to exceed two stories or thirty-five (35) feet, whichever is less, above the normal surface of the ground.

(c) No building or structure of any type situate on a Lot shall be rented or leased separately from the rental of the entire Lot; PROVIDED, HOWEVER, that nothing herein contained shall be construed to prevent Declarant from subjecting any Lot to a right of way for road purposes or to road or utility easements and, if a Lot is so burdened, the Declarant may elect not to apply the Covenants, Conditions, Easements and Restrictions in this Declaration, or some of them, to such Lot.

Section 2. Building Plot. The term "Building Plot" shall refer to all or parts of a platted Lot or Lots and may consist of one or more contiguous platted Lots, all or part of one platted Lot, all of one platted Lot and part of a contiguous platted Lot or Lots, or any other combination of contiguous parts of platted Lots which will form an integral unit of land suitable for use as a residential building sit; PROVIDED, HOWEVER, that no building plot shall have an area less than the smallest Lot shown on the Plat.

Section 3. Motorist's Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the Association, unreasonably obstruct the vision of the motorists upon any of the streets servicing or within the Property.

Section 4. Minimum Square Footage for any Residential Dwelling. No Residential Dwelling shall be erected or allowed to remain on any Lot unless the square footage of the heated living area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,200 square feet.

Section 5. Set-Back Lines. No Residential Dwelling, building, structure, or other improvement including porches and verandas, or any part thereof, shall be located on any building plot nearer than twenty-five (25) feet to the front building plot line nor nearer than twenty (20) feet to the rear building plot line, nor nearer than ten (10) feet to the side building plot lines; provided, however, that in the case of corner building plots a front setback of twenty-five (25') shall be required from the front building plot line and a twenty-five feet (25') from the side building plot line nearest to the other street.

Section 6. Other Structures. No other structure whether attached or detached (except for a garage constructed at the time of the original construction of a Residential Dwelling or reconstruction of such Residential Dwelling) shall be erected, placed or permitted to remain on any Lot.

Section 7. Resubdividing or Replatting. Declarant reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including, but not limited to, the right to resubdivide or replat any Lot for rights-of-way for road purposes and easements, provided that no Residential Dwelling shall be erected upon, or any resident allowed to occupy said resubdivided or replatted Lot or fractional part or parts thereof, having an area less than the smallest Lot shown on the Plat, subject to the provisions of the zoning regulations of Clay County, Florida, and the restrictions herein contained shall apply to each Lot as resubdivided or replatted, except any Lot or Lots or any parts thereof resubdivided or replatted for rights of way for road purposes or easements.

Section 8. Parking of Vehicles, Boats, Etc. No wheeled vehicles of any kind (except private automobile in operating condition of an Owner, his guests and invitees), including but not limited to mobile homes and recreational vehicles, boats, boat trailers, or any other offensive objects, may be kept or parked on any Lot, except the same may be kept or parked if completely inside a garage attached to the main residence with the door shut except for entry and exit therefrom. Commercial vehicles in operating condition may only be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No maintenance or repairs shall be performed upon any mobile home, recreational vehicle, boat, boat trailer, or other offensive objects except within a garage totally isolated from public view. Private automobiles in operating condition of the Owner, his guests, and invitees may only be parked in the garage attached to the Residential Dwelling or on the paved driveway of the Owner's Lot, except that minor repairs for not more than four (4) hours' duration in any twenty-four (24) hour period may be performed on private automobiles of the Owner, his guests, and invitees on the paved driveway of the Owner's Lot. Construction

trailers or vehicles may be parked during construction periods only with the express consent of Declarant and in areas designated by Declarant.

Section 9. Overhead Wires. All telephone, electric and other utility lines and connections between the main utilities lines and the Residential Dwelling on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Declarant has provided underground conduits to serve each Lot extending from the point of applicable transformer to a point at or near a Lot line, and such conduit to each Lot shall be, become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transferor to the Residential Dwelling on his Lot.

Section 10. Completion of Commenced Construction. When the construction of any approved Residential Dwelling is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Residential Dwelling and all related structures shown on the plans and specifications approved under Article V hereof must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. At the commencement of construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies

(except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway, if possible. Such vehicles shall not be parked at any time on the street or upon property other than the Lot on which the construction is proceeding.

Section 11. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent, barn, basement, outhouse, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the erection of a temporary office and other buildings during the period of actual construction of a Residential Dwelling on a Lot, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor or salesperson may maintain a trailer or portable construction shack of attractive design on any Lot used in connection with the construction or sale of Residential Dwellings being built in the subdivision for no longer than thirty-six (36) months.

Section 12. Residing only in Residence. No trailer, garage or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a Lot, shall be used for residential purposes, either temporarily or permanently, except that a trailer may be used for office purposes during the period of construction of a Residential Dwelling on a Lot.

Section 13. Signs.

(a) No sign of any character shall be displayed or placed upon any Lot except for the following: (i) "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height and design approved by the Architectural Control Committee, which approval shall not be unreasonably withheld, and (ii) those signs required by law or statute. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or the Association.

(b) Nothing contained in these Covenants and Restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development, sales or rental purposes.

(c) Notwithstanding anything contained herein, Declarant, the Architectural Control Committee, or their designated representatives, or any person having the right to enforce this Declaration may enter upon any Lot and summarily remove any sign which violates the provisions of this Section and such entry and abatement, correcting or removal, shall not be deemed a trespass or make the Declarant, the Architectural Control Committee, their designated representatives or any person having the right to enforce this Declaration liable in anywise for any damages on account thereof.

Section 14. Pets. Not more than two dogs or two cats or four birds (excluding parrots) or four rabbits may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose. If the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or to 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 15. Upkeep and Maintenance of Residential Dwellings and Lots. Each Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of his Residential Dwelling or grounds of any Lot which shall tend to decrease or adversely affect the aesthetic appearance of the development or specific areas therein. In the event any Residential Dwelling is damaged by fire or other casualty or in need of repainting, such Residential Dwelling shall be restored in accordance with the original plans and specifications of such Residential Dwelling as originally constructed, utilizing the same materials, exterior surfaces, and color of paint as near to the original color as

possible. In the event the Owner of such a Lot desires not to rebuild the damaged or destroyed Residential Dwelling on his Lot, such Lot shall, within sixty (60) days after such damage or destruction, be cleared of all of the remaining portion of said Residential Dwelling and all debris and said Lot leveled and left in a clean and neat condition.

Section 16. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance 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 any Lot or upon any Lot or Lots contiguous thereto. No open fires or incinerators for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of any Lot or road rights-of-way. All garbage shall be kept in covered, plastic receptacles and then in places on the Lots as determined and approved by the Architectural Control Committee. All garbage receptacles must be promptly removed from public view after garbage collection. Plastic or paper bags may not be used as garbage receptacles, except for the deposit of grass, leaves, and other similar clippings.

Section 17. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers, magazines, or other similar material shall be erected or placed on any Lot other than those provided by Declarant.

Section 18. Windows, Air Conditioning Units and Fans. No window air conditioning units, window fans, or exhaust fans shall be installed or permitted to remain in any Residential Dwelling constructed on any Lot.

Section 19. Garages. In the event a garage is constructed as a part of a Residential Dwelling, the door of such garage shall be kept closed at all times, except for entry and exit. No such garage shall be altered or modified in any manner except with the prior written approval of the Architectural Control Committee.

Section 20. Window Coverings. No plastic, foil or similar material shall be permitted on any window of a Residential Dwelling constructed on any Lot.

Section 21. Clothes Lines - Drying. Outdoor drying of laundry and hanging of household fabrics for airing or drying is permitted in the rear yard of the lot if the drying and hanging areas are completely screened from view from adjacent lots and any public street. Clothes lines or drying rods must be of the umbrella type and no more than six (6') feet in height from ground level unless otherwise approved by the Declarant or the Association.

Section 22. Green Area. The Association shall be responsible for maintaining the Green Area as shown on Exhibit "A" and attached hereto. The Association shall maintain said Green Area in a neat and clean condition at all times and shall maintain all grass, shrubbery, and landscaping installed thereon by Declarant and refurbish the same as may be deemed necessary by the Board of Directors of the Association. No building of any type, shed, fence, wall, or any other structure, garbage or trash receptacle, boat, boat trailer, vehicles of any type, except those necessary to be used in connection with the maintenance of the Lake, debris, garbage, rubbish or any other unsightly object shall be allowed to be placed or suffered to remain on said Green Area. Said Green Area shall not be used for picnics or any other recreational use and shall only be used to beautify said area and ingress or egress over said Green Area by pedestrian or vehicular traffic is prohibited except in connection with any maintenance required to be performed on the Lake as shown on the Plat and except by pedestrian traffic by the owner whose lot or portion thereof lies within said Green Area, his guests and invitees.

The Association shall also maintain the embankments of the lake which are adjacent to the Green Areas so that grass, plantings or other lateral support shall prevent erosion of such portions of the embankments and shall be maintained in a clean, neat and orderly condition. The height, grade and contour of

such embankments shall not be changed without prior written consent of the St. Johns River Water Management District and all other governmental agencies having jurisdiction over said lake as a detention pond for storm water drainage for the properties.

The costs of maintenance of the Green Areas and the embankments and the lake adjacent to the Green Areas shall be the sole cost and expense of the Association.

Section 23. Well Limitation, Water and Sewer Service. The Kingsley Service Company, a Florida corporation, its successors and assigns has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the Lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the Kingsley Service Company, its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines and disposal plant owned or controlled by Kingsley Service Company, 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 Service Company has a non-exclusive perpetual and unobstructed easement and right in and to, over and under the Properties for the purpose of ingress, egress, installation and/or repair of water and sewage facilities.

Section 24. Water and Sewage Regulations. All Lots and the dwellings thereon or constructed hereafter are subject to all rules and regulations relative to water and storage rates, usage, rights, privileges, and obligations regarding such services as may be adopted from time to time by Kingsley Service Company, its successors and assigns. Kingsley Service Company, its successors and assigns may discontinue service of water or sewage disposal

to any Lot and the Residential Dwelling thereon for nonpayment of periodic charges for either service.

Section 25. Easements.

(a) The Declarant hereby reserves unto itself and the Association and their designated representatives an easement, together with the right of ingress and egress on, over and under the easements shown on the Plat of PINE COURT to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage ditches, drainage pipes, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in and over and under a 10' foot strip at the rear of each Lot and in and over and under a 10 foot strip along the side lot lines of each Lot. The Declarant shall have the unrestricted right and power of alienating and releasing the privileges, easements and all rights referred to in this paragraph. The Owners of the Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under any Lot which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant, its successors and assigns.

(b) In the event that any Lot is subdivided, then the side lot lines shall be deemed to have been moved according to their new dimensions and the former sideline easement as well as the sideline restrictions in Section 5 above will be deemed to follow on the sides of the new Lots thus created.

(c) Within the aforesaid mentioned easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and mainten-

ance of utilities or which may change, obstruct or retard the direction or flow of water through drainage channels in the easements or in the Lake. In the event the Owner of any Lot which is subject to an easement shown on the Plat erects a fence within any of such easements, the Owner shall provide at the front and rear entrances gates for access to and from said easements by Declarant, the Association, or their designated representatives. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Association is hereby granted a perpetual right of ingress and egress over all Lots for the purpose of performing any maintenance that the Owner of a Lot fails to perform as required herein.

(d) Easement for vehicular and pedestrian ingress and egress and for the installation, operation, and maintenance of utilities and drainage facilities are reserved in, under, over, and through all streets, roads, drives, courts, lanes, ways, and rights-of-way on the aforesaid recorded Plat. These easements shall be terminable in whole or in part by a local public authority or utility of the applicable easement area.

(e) Vehicular and pedestrian ingress and egress is prohibited over and across "Non-access Easements" as reserved on the Plat. Vehicular and pedestrian access from Lots 1 and 32 described on the Plat to Pine Court shall be over and upon Tall Timber Drive and Bent Pine Court as shown on the Plat.

(f) Declarant hereby reserves to Declarant, the Association, for the use and benefit of the Owner of each Lot an nonexclusive and perpetual easement over Lots 30, 31, and 32 as described on the Plat for the construction and maintenance of the detention pond described on said Plat as the Lake, together with the right of ingress and egress on, over, and across said Lots for the construction, reconstruction, and maintenance of said detention pond.

(g) Any drainage easement (except that easement which has been conveyed to the Association or accept for maintenance by a public authority) located on any Lot shall be maintained by the Owner of the Lot subject to the right, but not the obligation of the Association, to perform such maintenance as may be necessary to assure proper drainage throughout the Storm Water Management System.

Article VI -  
Lake - Lake Lots

Section 1. Lake. A portion of the Properties which will be maintained by the Association consists of the detention pond described as the Lake on the Plat which Lake constitutes a part of the Storm Water Management System for the Properties, and which Lake may contain certain drainage structures or devices to control the flow of surface water. A nonexclusive perpetual easement for the Lake, including the bottom of the Lake, is hereby granted by Declarant to the Association for the location, reconstruction and maintenance of said lake over those portions of Lots 30, 31, and 32 upon which the lake is located as shown on the plat of the properties; provided, however, for so long as Declarant or its assignee is selling or constructing improvements on the Properties, Declarant or its assignee and the Association hereby reserve an easement over all Lots and said Lake for further construction or maintenance as such is deemed by Declarant or the Association to be necessary or convenient; PROVIDED, FURTHER, that Clay County, Florida has been or may be granted a perpetual easement through said Lake for use and maintenance as an outfall for storm water drainage. The Declarant hereby reserves for the benefit of Clay County, Florida a nonexclusive and perpetual easement for ingress and egress over the Properties for the purpose of maintaining, inspecting, or repairing the drainage easements so held by Clay County, Florida.

Section 2. Lake Lots - Maintenance of Embankments. Lots 30, 31, and 32 as shown on the Plat of the Properties are adjacent to the Lake shown on the Plat which Lake is a portion of

the Storm Water Management System for the Properties (the "Lake Lots"). The Owner of each Lake Lot shall maintain his Lot so that grass or plantings or other lateral support shall prevent erosion of the embankments adjacent to the waters of the lake and shall be maintained in a clean, neat and orderly condition. The height, grade, and contour of such embankments maintained by the Owner of the Lake Lot shall not be changed without the prior written consent of the Association. The cost of maintenance of the embankments, of the Lake Lots, except those portions maintained by the Association, shall be the sole cost and expense of the Lake Lot Owners. All fences on any Lake Lot shall have gates located to provide free access to the Lake by the Association, its successors and assigns, to perform the maintenance as described above. The Association, its successors and assigns, shall not use the easement hereby granted in any manner so as to materially and adversely affect the property interests of any Lake Lot Owner.

In the event the Owner of a Lake Lot fails to perform any maintenance required herein, the Board of Directors of the Association may, but shall not have the duty to, serve written notice upon such Owner demanding that such Owner perform the maintenance required within thirty (30) days after the date of notice thereof by certified mail, postage prepaid, to such Owner's address as shown by the records of the property appraiser of Duval County, Florida. If, after the expiration of such thirty (30) day period, such Owner has failed or refused to comply with the demands stated in the written notice, then the Association shall have the right, but no obligation, to enter upon such Lot to perform such maintenance which may be reasonably required, all at the expense of the Owner of such Lot. The Association shall be entitled to levy a special assessment against such Lot for the cost of such maintenance and such assessment shall constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot, all subject to enforcement as provided for in this Declaration.

Section 3. Repair, Restoration and Maintenance of Lake.

Only the Declarant or Association shall have the right to pump or otherwise remove any water from the Lake shown on the Plat for purpose of irrigation or other use, or to place any material therein. No Owner of a Lot shall take any action or fail to take any action as to such Owner's Lot that could impede or interfere in any way with the storm water management and drainage plan for the Properties. The Declarant (and, after assignment of such right to the Association, the Association) shall have the sole and absolute right to control the water level of the Lake and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein and shall have the responsibility to repair, restore and maintain the Lake described on the Plat and any drainage structures or devices located therein, drainage easements granted to the Association which are a part of the Storm Water Management System for the Properties as well as the waters and bottom of the Lake in a clean and sanitary condition in compliance with all health and environmental rules and regulations including but not limited to those of the St. Johns River Water Management District, Department of Environmental Regulation of the State of Florida, the United States Army Corps of Engineers, and all other governmental authorities having jurisdiction over the Storm Water Management System for the Properties. Declarant hereby grants to the Association, its successors and assigns, a perpetual and nonexclusive easement over the Properties for the purpose of maintaining the Lake, drainage areas, and structures comprising that part of the Storm Water Management System serving the Properties as described on Exhibit "A" attached hereto. The cost and expense of repairing, restoring and the maintenance of the Lake, and those elements of the Storm Water Management System for the properties not repaired, restored or maintained by a public authority shall be the responsibility of the Association.

Section 4. Structures. No dock or other structure shall be constructed on any Lake Lot extending into the Green Area or

the Lake areas or upon any part of the Storm Water Management System.

Section 5. Nuisances. No activities constituting a nuisance shall be conducted upon the Green Area or the Lake and no rubbish, bottles, trash, cans, garbage or other discarded items shall be deposited in the Green Area or the Lake.

Section 6. Access. No Lot Owner shall have the right or use and access to the Green Area or the Lake.

Section 7. Boats. With the exception of boats used for maintenance thereof, no boats shall be permitted on the Lake.

Section 8. Fishing. No fishing shall be permitted in the Lake.

Section 9. Swimming. No swimming shall be permitted in the Lake.

Section 10. Liability. Neither Declarant nor Association shall have any liability of any kind whatsoever to any Owner, his guests, tenants or invitees in connection with the construction and maintenance of the Lake shown on the Plat, including but not limited to, the surface waters and bottom of the Lake, and each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in said deed, shall be deemed to have covenanted and agreed to release, and by the acceptance of such a deed, to have released Declarant and Association (and their officers, directors, and members) from any and all liability in connection with the construction and maintenance of the Lake.

Section 11. Indemnification. Declarant has constructed or has caused to be constructed and installed the Storm Water Management System which incorporates the Lake shown on the Plat to be in compliance with the requirements of all governmental authorities having jurisdiction over said Storm Water Management System, including without limitation the St. Johns River Water Management District, the Department of Environmental Regulation of the State of Florida, and the United States Army Corps of Engineers. Upon completion of the construction or installation of such Storm Water Management System, including the Lake, the

Association shall assume all rights and obligations hereunder and pursuant to the Plat and permit issued by the St. Johns River Water Management District for the construction and maintenance of the Storm Water Management System and shall indemnify the Declarant and shall hold it harmless from suits, actions, damages, liabilities, and expenses in connection with any loss of life, bodily or personal injury, property damage, or other damage arising from or out of any occurrence in connection with, at, or from the Storm Water Management System, including but not limited to the Lake located on the Properties. After transfer of Declarant's maintenance responsibility under the permit issued by St. Johns Water Management District, the Association shall comply with all rules and regulations of all governmental agencies having jurisdiction over said Storm Water Management System and said Lake. Except as provided in this Declaration, the Plat, the maintenance obligations of Clay County, Florida, all other maintenance of drainage easements shown on the Plat shall be the responsibility of the Owner of the Lot subject to such drainage easement.

Article VII -  
General Provisions

Section 1. Association May Correct Violations. Wherever there shall have been built or there shall exist on any building Lot any structures, buildings, thing, or conditions which is in violation of these Covenants, Conditions, Easements, and Restrictions, the Association shall have the right, but no obligation, after ten (10) days' written notice has been given to the Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct, or remove the same, all at the expense of the Owner of such Property, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal, shall not be deemed a trespass or make the Association liable in any way for any damages or account thereof.

Section 2. Approval of Declarant. Wherever in these Covenants, Conditions, Easements, and Restrictions the consent or approval of the Declarant 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 Declarant. Such request shall be sent to the Declarant by registered mail with return receipt requested. In the event the Declarant fails to act on any such written request within thirty (30) days after the same has been submitted as required above, the consent or approval of the Declarant 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 if the request violates any of the Covenants, Conditions, Easements, and Restrictions herein contained.

Section 3. Declarant May Designate a Substitute. The Declarant shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm, or corporation as it shall elect, any or all rights, powers, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of these Covenants, Conditions, Easements, and Restrictions or under the provisions of said Plat. 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 Declarant under the provisions hereof, the same shall be vested in and be exercised by the Architectural Control Committee. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities, or reservations in said committee except in the event aforesaid.

Section 4. Amendments for Additional Restrictions. The Declarant reserves and shall have the sole right from time to time (a) to amend this Declaration of Covenants, Conditions, Easements, and Restrictions, (b) to include in any contract or

deed or other instrument hereafter made any additional Covenants, Conditions, Easements, and Restrictions applicable to a particular Lot; PROVIDED, HOWEVER, that any amendments or additions to these Covenants, Conditions, Easements, and Restrictions shall conform to the general purposes and standards of the Covenants, Conditions, Easements, and Restrictions herein contained, and (c) to release any Lot from any part of the Covenants, Conditions, Easements, and Restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto to the extent a violation exists), if the Declarant, in its sole judgment, determines such violations to be minor and insubstantial.

Section 5. Amendments With Consent of Owner and Effective Period. The Covenants, Conditions, Easements, and Restrictions of this Declaration shall run with and bind the Land for a period 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, unless terminated by an instrument signed by ninety percent (90%) of the Owners (with the consent of their mortgagees). This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and by Declarant, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Legal Action on Violation. If any person, firm, corporation, or other entity shall violate or attempt to violate any of these Covenants, Conditions, Easements, and Restrictions, it shall be lawful for the Association or any person or persons owning any Lot on said land to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate such Covenants, Conditions, Easements, and Restrictions; and (b) prosecute proceedings at equity for the purpose of preventing or enjoining all or any such violations or attempted violations; PROVIDED, HOWEVER, that the

Owner or occupant of any Residential Dwelling on any Lot shall not have the right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against any building and/or construction company for violating Section 5, Article VI, of these Covenants, Conditions, Easements, and Restrictions. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association to enforce any Covenants, Conditions, Easements, and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior or subsequent thereto. Lot Owners found in violation of these restrictions shall be obliged to pay a reasonable attorneys' fee to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon.

Section 7. Severability. Invalidation or any one of these covenants or restrictions by a judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

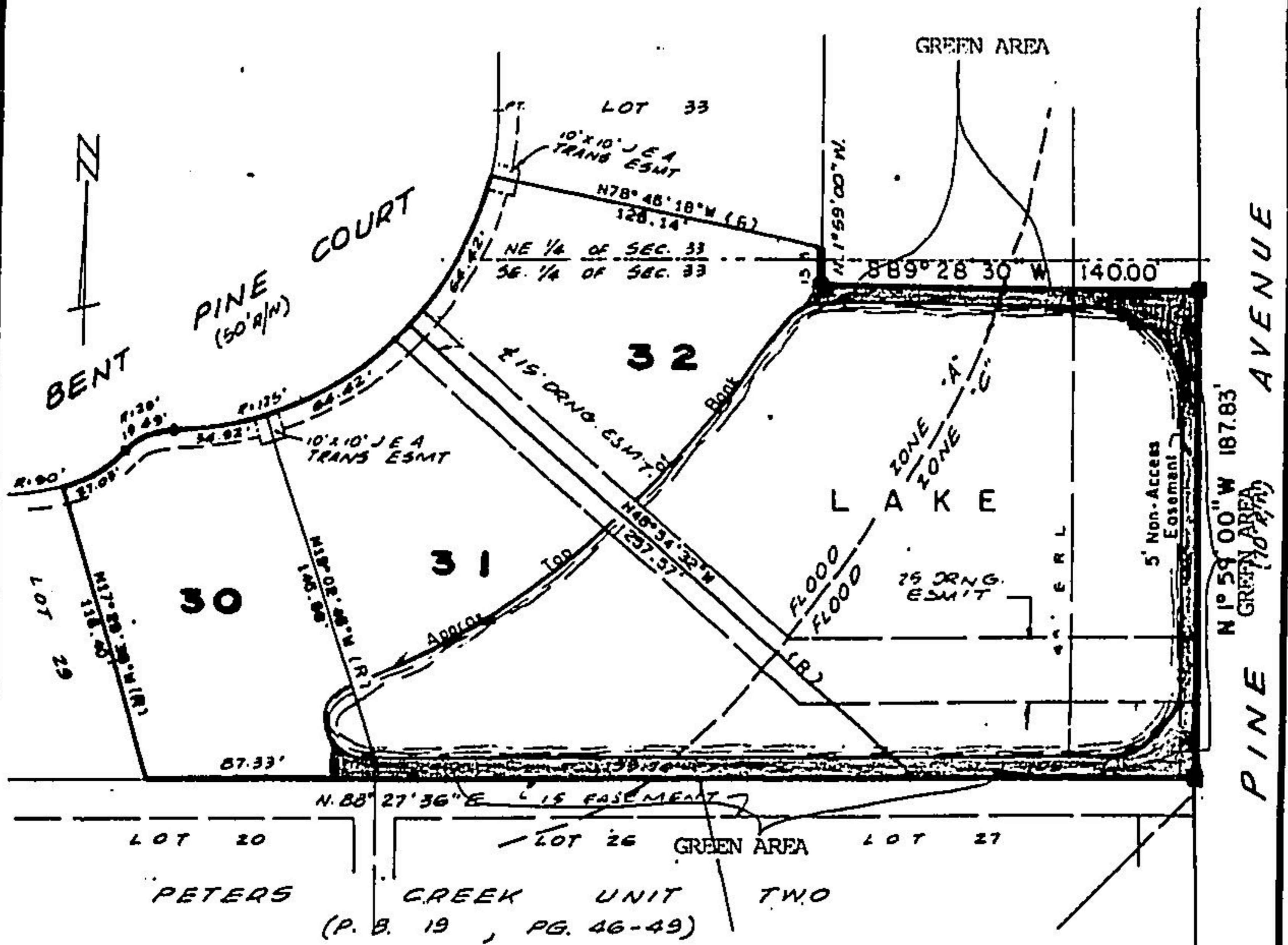
Section 8. Liability Exculpation. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be so expressed in said deed, shall be deemed to have covenanted and agreed for themselves, their invitees and mortgagees, the lawful occupants of a residence on a Lot, and their heirs, personal representatives and assigns, that the duties, authorities, rights and privileges herein granted to the Owners, the Association and Declarant, to enforce this Declaration and perform other acts or functions shall not be deemed to create a "right of control" or such other legal relationship between Declarant and any person or other entity as to cause the Declarant to be vicariously liable for the willful or negligent acts or omissions of such person or other entity.

# MAP SHOWING

BOOK 1198 PAGE 547

## EXHIBIT "A" - GREEN AREA

The Green Area is the shaded portions of Lots 30, 31 and 32 as shown on this Exhibit.



- NOTES:**
1. Bearings are based on PLAT OF RECORD.
  2. This is a SKETCH OF survey.
  3. Elevations shown thus (15.0) refer to N.G.V.D. of 1929.
  4. Subject property lies within Zone A & C as shown on F.I.A. Flood Hazard Boundary Map 180 B, Community No. 120066, dated 7-2-81.
  5. Unless otherwise noted, any portion of the subject parcel that may be deemed as Wellands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.
  6. There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

<b>LEGEND</b> ■ DENOTES CONCRETE MONUMENT X-X DENOTES FENCE ○ DENOTES IRON PIPE SET ● DENOTES IRON PIPE FOUND X DENOTES CROSS CUT	DATE <u>12-7-88</u>
	SCALE <u>1" = 60'</u>
	JOB NO. <u>88-2120</u>

**Richard A. Miller & Associates, Inc.**  
 Professional Land Surveyors  
 11232-1 St. Johns Industrial Parkway North  
 Jacksonville, Florida 32216  
 (904) 642-6337

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

*Richard A. Miller*  
 RICHARD A. MILLER, P.L.S. CERT. NO. 3848

NOT VALID UNLESS EMBOSSED WITH A SURVEYOR'S SEAL

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

Signed, sealed, and delivered in the presence of:

[Signature]

Marie S. Atrop  
Witnesses

PINE COURT OF FLEMING ISLAND, INC., a Florida corporation

By: Carl E. Stoudemire III  
Its: Vice President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

This instrument was acknowledged before me this 8th day of December, 1988, by Carl E. Stoudemire III as Vice President of Pine Court of Fleming Island, Inc., a Florida corporation, on behalf of said corporation.

Marie Shelley Atrop  
Notary Public

State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires Nov. 30, 1991

EXHIBIT "B"

Part of Storm Water Management System of  
Pine Court  
According to plat thereof as recorded in  
Plat Book 23, pages 4 and 5  
of the current public records of Clay County, Florida,  
to be maintained by  
The Pine Court of Fleming Island Homeowners Association, Inc.,  
a Florida Corporation not-for-profit

Detention Pond located as follows:

One detention pond shown as Lake on the Plat of Pine Court,  
Clay County, Florida.

Other Elements

Lake filterdrains, lake control structures, and all other  
elements of Storm Water Management System for Pine Court not  
maintained by public authority.

All of the above being more particularly shown on the paving  
and drainage plan for Pine Court prepared by Michael Antonopoulos  
& Associates, Inc. dated October, 1987.

CONSENT OF MORTGAGEE

BOOK 1198 PAGE 550

KNOW ALL MEN BY THESE PRESENTS:

That AMERICAN NATIONAL BANK OF FLORIDA, a national banking association organized under the laws of the United States of America, the owner and holder of that certain mortgage recorded in Official Records Volume 1137, page 26, of the current public records of Clay County, Florida, hereby consents to the filing and imposition of the above and foregoing Declaration of Covenants, Conditions, Easements, and Restrictions on the lands therein described, and does hereby subordinate the lien of its said mortgage to said Declaration of Covenants, Conditions, Easements, and Restrictions.

AMERICAN NATIONAL BANK OF FLORIDA  
a national banking association  
By: [Signature]  
Its: VICE-PRESIDENT

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared Stephen C. Meadows, to me known to be the VICE PRESIDENT of AMERICAN NATIONAL BANK OF FLORIDA, a national banking association organized under the laws of the United States of America, on behalf of said association.

WITNESS my hand and official seal in this State and County this 12th day of December, 1988.

[Signature]  
Notary Public  
State of Florida at Large  
My Commission Expires:

AS0629  
12/07/88

Notary Public, State of Florida  
My Commission Expires 15, 1992  
Bonded thru Troy Falls Insurance Co.

FILE NO. 88-31067  
OFFICIAL RECORDS NO. 1198  
PAGE 56  
DEC 15 12 19 PM '88  
CLAY COUNTY, FLORIDA  
[Seal]