

This instrument prepared by:
Samuel P. Queirolo, Esq. of
QUARLES & BRADY, LLP
101 E. Kennedy Blvd., Suite 3400
Tampa, Florida 33602

**DEVELOPMENT APPROVAL AND PARTIAL WAIVER OF
PROTECTIVE COVENANTS OF DEERWOOD PARK NORTH**

**THIS DEVELOPMENT APPROVAL AND PARTIAL WAIVER OF
PROTECTIVE COVENANTS OF DEERWOOD PARK NORTH** is made as of the 25th
day of MARCH 2017 by Deerwood Park North Owners Association, Inc., a Florida not for profit
corporation (the "Association"), joined by the owners who have executed the attached joinders
with respect to existing or potential specific approval rights or interests (hereinafter referred to as
the "Consenting Owners").

RECITALS

A. GL National, Inc., a Florida corporation (the "Developer") previously executed and recorded those certain Protective Covenants of Deerwood Park North recorded in Official Records Volume 7181, page 690, et seq., as amended by that certain First Amendment to Protective Covenants of Deerwood Park North recorded in Official Records Volume 7488, page 453, et seq., as amended by that certain Second Amendment to Protective Covenants of Deerwood Park North recorded in Official Records Volume 8087, page 709, et seq., as amended by that certain Third Amendment to Protective Covenants of Deerwood Park North recorded in Official Records Volume 8419, page 1217, et seq., as amended by that certain Amended and Restated Third Amendment to Protective Covenants of Deerwood Park North recorded in Official Records Volume 8425, page 1681, et seq., as amended by that certain Fourth Amendment to Protective Covenants of Deerwood Park North recorded in Official Records Volume 8710, page 305, et seq., as amended by that Certain Fifth Amendment to Protective Covenants of Deerwood Park North, recorded in Official Records Book 9103, page 218, et seq., as amended by that certain Sixth Amendment to Protective Covenants of Deerwood Park North recorded at Official Records Volume 9191, page 1130, et seq., as amended by that certain Seventh Amendment to Protective Covenants of Deerwood Park North, recorded at Official Records Book 9211, page 505, et seq., and as further amended by that certain Eighth Amendment to Protective Covenants of Deerwood Park North, recorded at Official Records Book 13176, page 421, et seq., as amended by that certain Partial Waiver of Protective Covenants of Deerwood Park North recorded at Official Records Book 13176, page 451, et seq., as amended by the Association (following succession to the rights of Developer) by that Certificate of Amendments to the Protective Covenants of Deerwood Park North Owners Association, Inc. recorded at Official Records Book 14919, page 398, et seq., all of the public records of Duval County, Florida, and as otherwise may have been previously amended (hereinafter collectively referred to as the "Protective Covenants").

B. WRH Deerwood, LLC and/or its assigns ("WRH") intends to develop and operate a residential multi-family housing development, with amenities (collectively, the "WRH Project") on the land described in Exhibit "A" attached hereto and incorporated by this reference (the "WRH Site") substantially in accordance with the conceptual site plan attached hereto as Exhibit "B" and incorporated by this reference, together with the following approved plans: Plans prepared by Humphreys & Partners, titled BSBC Deerwood, prepared on 2/16/2016 including sheets A-0.00; A-4.16; A-4.17; A-4.26; A-4.27; A-8.15; A-9.13; A-9.22; A-9.32; plus a rendering of buildings titled "Deerfield Drive Site" prepared on 10/31/2016; a site plan prepared by ETM on 11/16/2016; and Landscape Plans prepared by Basham & Lucas Design Group entitled Deerfield Apartments, prepared on 12/12/2016 including a Planting Plan Schematic; Type Building Planting Plan; 2 sheets of trees at Deerfield Apartments; one sheet of Plantings (collectively, the "WRH Plans").

C. WRH previously has shared the WRH Plans with the sole adjoining Building Site Owner, Blue Cross and Blue Shield of Florida, Inc. ("Blue Cross"), and Blue Cross approves of the WRH Plans.

D. A majority of Owners have authorized the Association to consent to the WRH Project and grant such waivers, variances and approvals, as listed below, with respect to the Protective Covenants and the Development Standards for the WRH Project, and those Consenting Owners with specific approval rights have executed the joinders attached hereto to evidence their consent.

NOW, THEREFORE, the Association hereby grants, agrees and declares as follows:

1. Recitals/Definitions. The above Recitals are true and correct and incorporated by reference herein. All capitalized terms used herein shall have the meanings ascribed to them in the Protective Covenants unless the context clearly indicates otherwise.

2. Approvals. All waivers, variances and approvals with respect to the Protective Covenants and the Development Standards necessary for the development and operation of the WRH Project pursuant to the WRH Plans are hereby granted to WRH for the benefit of the WRH Site, and the Protective Covenants and Development Standards are hereby amended as necessary to provide for the same. The rights and approvals granted herein include, without limitation, the following:

(a) approval to reduce the required Building Setbacks and Landscape Buffer Zones as shown on the WRH Plans;

(b) approval to construct building heights of up to 60 feet;

(c) approval to construct a fence (no chain link fence) along the eastern boundary separating the WRH Site from the existing Blue Cross and Blue Shield of Florida site, and along the Deerlake Drive boundary as shown on the WRH Plans;

(d) approval to construct signage for the WRH Project as reflected in the WRH Plans, all subject to compliance with Governmental Regulations, specifically including the following four (4) signs: (i) one double-faced or two single-faced illuminated monument parcel identification sign(s), not to exceed one hundred (100) square feet in area per sign face and eight (8) feet in height, at the entrance to the WRH Project; (ii) one double-faced or two single-faced illuminated monument parcel identification sign(s), not to exceed one hundred twenty (120) square feet in area per sign face and a minimum thirty-five (35) feet in height to the bottom of the sign face, on the Butler Boulevard off-ramp frontage; (iii) one illuminated wall or roof-mounted parcel identification sign, not to exceed one hundred twenty (120) square feet in area on Building 6 of the WRH Project, to be visible from Butler Boulevard; and (iv) one single-faced illuminated monument or wall sign, not to exceed one hundred twenty (120) square feet in area and eight (8) feet in height, adjacent to or incorporated into the existing "Deerwood Park North" signage along the Butler Boulevard off-ramp. In addition to the aforementioned monument signage, approval is granted to construct real estate signs, directional signs, and construction signs in compliance with Part 13 of the City of Jacksonville Zoning Code as well as temporary leasing signs up to one thousand (1,000) square feet in area (to be visible from Butler and Southside Boulevards).

Because the signs above are architectural elements of the PUD, intended to be compatible with and complementary to the buildings in the PUD, they may be located in structures or frames that are part of the architecture of the project. Accordingly, the area of such signs shall be computed on the basis of the smallest regular geometric shape encompassing the outermost individual letter, words, and numbers on the sign and shall not include the frame or surrounding mount. The construction plans for any signs to be incorporated into the existing Deerwood Park North Owners Association sign area at the southern tip of the WRH Site shall be approved in writing by the Association (which may not be unreasonably withheld or conditioned) prior to construction and an agreement signed by WRH to provide, to the extent necessary, water and electric service to the Deerwood Park North sign;

(e) approval to reconfigure the median and entryway at the WRH Project entrance, subject to compliance with Governmental Regulations;

(f) compliance with landscape design and screening requirements of the city in lieu of landscape buffer, screening, natural landscape buffer preservation or other landscape requirements;

(g) approval to clear vegetation around Deer Lake South and to construct retaining walls, bulkheads, sidewalks, boardwalks and promenades along, into or over the shoreline of Deer Lake South, all subject to compliance with Governmental Regulations;

(h) approval to construct a dock facility into Deer Lake South;

(i) approval to install fountain(s) in Deer Lake South;

(j) approval for the use of Deer Lake South for dock facilities, recreation purposes and fountains, as well as for irrigation and operation of HVAC equipment under

a geothermal system, all subject to compliance with Governmental Regulations. Without negating any pre-existing water use easement rights benefiting the WRH Site, such irrigation use and, to the extent consumptive, such geothermal system use shall be subject to a separate unrecorded agreement between WRH and the Association concerning reclaimed water provided by JEA;

(k) approval of multi-family housing as a permitted use within Area A on Exhibit A of the Protective Covenants; and

(l) approval to use the word "Deerwood" in the name of the WRH Project and the name of the owner of the WRH Site.

3. Conditioned on Compliance with Plans. The Association, joined by the Consenting Owners, grant the rights and approvals set forth herein on the condition that the WRH Project is constructed substantially in accordance with the WRH Plans.

4. No Other Modifications. Except as modified by the provisions hereof, the Protective Covenants shall continue in full force and effect in accordance with their terms. It is acknowledged and agreed that the waivers, variances and approvals granted herein are only for the perpetual benefit of the WRH Site and shall run with the land.

5. Association Authority; Majority Vote of Owners. The Association represents that (a) it has succeeded to all the rights of the Developer concerning the Protective Covenants and all matters addressed herein, (b) the Association is fully authorized to enter into this instrument and grant the rights and approvals contained herein through the execution of this instrument by the undersigned officer of the Association, and (c) this instrument was approved by a Majority Vote of the Owners within Deerwood Park North.

[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, the Association has caused this instrument to be executed as of the day and year first above written

Signed, sealed and delivered

DEERWOOD PARK NORTH OWNERS ASSOCIATION, INC., a Florida not for profit corporation

in the presence of:

Gerald Dake
Print Name GERALD DAKE

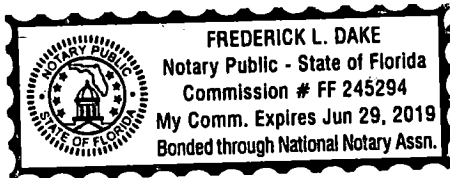
Lauren Contner
Print Name Lauren Contner

By: DAVID GAYES
Name: DAVID GAYES
Title: President

Attest: Rose Gunter
Name: Rose Gunter
Title: Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of April, 2017, by DAVID GAYES as President and Rose Gunter as Secretary of Deerwood Park North Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.



Frederick L. Dake
Notary Public, State of FLORIDA
Name: _____
My Commission Expires: _____
My Commission Number is: _____

EXHIBIT "A"
WRH Site Legal Description

A PORTION OF TRACT II, DEERWOOD PARK NORTH, AS RECORDED IN PLAT BOOK 47, PAGES 59 THROUGH 59I OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8087, PAGE 719, AND OFFICIAL RECORDS BOOK 8087, PAGE 726 OF SAID CURRENT PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD (STATE ROAD NO. 115), A VARIABLE WIDTH RIGHT OF WAY AS PRESENTLY ESTABLISHED, AND THE SOUTHERLY RIGHT OF WAY LINE OF DEER LAKE DRIVE WEST, A VARIABLE WIDTH RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: COURSE 1), THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 516.50 FEET, THROUGH A CENTRAL ANGLE OF 66°46'49", AN ARC LENGTH OF 602.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°43'26" EAST, 568.50 FEET; COURSE 2), THENCE SOUTH 85°06'50" EAST, 147.45 FEET TO REFERENCE POINT "A"; THENCE SOUTH 60°15'20" EAST, A DISTANCE OF 953.34 FEET TO REFERENCE POINT "B"; THENCE, RETURNING TO REFERENCE POINT "A", RUN SOUTH 04°53'10" WEST, A DISTANCE OF 34 FEET, MORE OR LESS, TO A POINT LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 8087, PAGE 726; SAID LINE IS DESCRIBED AS FOLLOWS; A CONTOUR LINE ESTABLISHED AT ELEVATION 43.0 (N.G.V.D. 1929, ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, ON THE WESTERLY EDGE OF A MANMADE LAKE KNOWN AS DEER LAKE SOUTH; THENCE SOUTHERLY, SOUTHWESTERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY AROUND SAID DEER LAKE SOUTH, AS ESTABLISHED AT CONTOUR ELEVATION 43.0 (N.G.V.D. 1929), A DISTANCE OF 1207 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 83°00'12" WEST FROM SAID REFERENCE POINT "B"; THENCE SOUTH 83°00'12" EAST DEPARTING SAID NORTHERLY LINE, AND THROUGH REFERENCE POINT "B", 21 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16648, PAGE 2151; THENCE SOUTH 06°59'48" WEST, 49.03 FEET; THENCE SOUTH 14°11'10" WEST, 94.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 380.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°49'57", AN ARC LENGTH OF 164.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 01°46'12" WEST, 163.41 FEET; THENCE SOUTH 10°38'47" EAST, 156.92 FEET; THENCE SOUTH 28°31'51" EAST, 71.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1084.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°31'11", AN ARC LENGTH OF 369.30 FEET TO A POINT OF COMPOUND CURVATURE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38°17'26" EAST, 367.52 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, THROUGH A CENTRAL ANGLE OF 35°58'22", AN ARC LENGTH OF 241.09 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°02'13" EAST, 237.15 FEET; THENCE SOUTH 04°38'55" WEST, 57.22 FEET TO A POINT LYING ON THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF J. TURNER BUTLER BOULEVARD (STATE ROAD NO. 202), A VARIABLE WIDTH LIMITED ACCESS RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: COURSE 1), THENCE NORTH 85°21'05" WEST, 204.03 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 596.00 FEET; COURSE 2), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°06'15", AN ARC LENGTH OF 427.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 65°14'18" WEST, 418.46 FEET; COURSE 3), THENCE NORTH 44°41'11" WEST, 1482.99 FEET TO THE POINT OF CURVATURE OF A

CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 596.00 FEET; COURSE 4), THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°01'11", AN ARC LENGTH OF 291.47 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°40'35" WEST, 288.57 FEET; COURSE 5), THENCE NORTH 24°25'11" WEST, 191.88 FEET TO A POINT LYING ON SAID EASTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD (STATE ROAD NO. 115), SAID EASTERLY RIGHT OF WAY LINE BEING A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 11584.16 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°40'59", AN ARC LENGTH OF 138.12 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 17°59'32" WEST, 138.12 FEET.

AND

A portion of Tract II, Deerwood Park North, as recorded in Plat Book 47, Pages 59 through 591 of the current public records of Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 8087, Page 719, of said current public records, being more particularly described as follows:

For a point of beginning, commence at the Southeast corner of Official Records Book 16648, Page 2151, said point also lying on the Northerly limited access right of way line of J. Turner Butler Boulevard (State Road No. 202), a variable width limited access right of way as presently established; thence North 04°38'55" East, departing said Northerly right of way line, and along the Easterly boundary line of said Official Records Book 16648, Page 2151, a distance of 57.22 feet to a point; thence South 85°21'05" East, departing said Easterly boundary line, a distance of 65.00 feet to a point; thence South 04°38'55" West, a distance of 57.22 feet to a point lying on the aforementioned Northerly right of way line; thence North 85°21'05" West, along said Northerly right of way line, a distance of 65.00 feet to the point of beginning.

EXHIBIT "B"
WRH Plans

(ATTACHED ON FOLLOWING PAGE)

CONSENT AND JOINDER OF BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC., hereby joins in and consents to the terms and conditions of this Development Approval and Partial Waiver of Protective Covenants of Deerwood Park North.

Signed, sealed and delivered
in the presence of:

**BLUE CROSS AND BLUE SHIELD OF
FLORIDA, INC.**

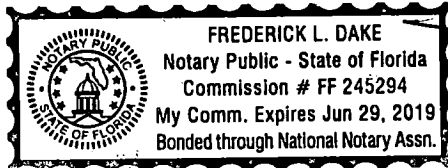
Gerald Dake
Print Name GERALD DAKE

By: [Signature]
Name Bryan T. Clancy
Title Sr. Director, Corp. Real Estate

Lauren Cotner
Print Name LAUREN COTNER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of MARCH 2017, by Bryan Clancy as SR. DIRECTOR of _____, a _____, on behalf of the corporation, who is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of FLORIDA
Name: _____

My Commission Expires: _____
My Commission Number is: _____

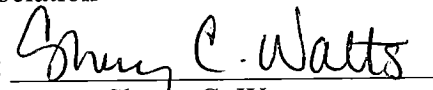
**CONSENT AND JOINDER OF BANK OF AMERICA,
NATIONAL ASSOCIATION**

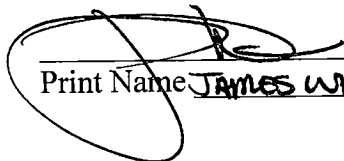
BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, successor in interest to Merrill Lynch, Pierce, Fenner & Smith Incorporated; Financial Data Services, Inc.; Merrill Lynch Credit Corporation; and Merrill Lynch Insurance Group Services, Inc., hereby joins in and consents to the terms and conditions of this Development Approval and Partial Waiver of Protective Covenants of Deerwood Park North.

Signed, sealed and delivered
in the presence of:


Print Name Debi Brumme

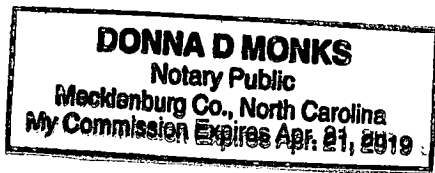
BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

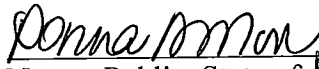
By: 
Name: Sherry C. Watts
Title: Vice President


Print Name JAMES WATTS

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me on this 26 day of April, 2017, by Sherry C. Watts as Vice President of Bank of America, National Association, a national banking association, on behalf of the association, who is personally known to me or produced _____ as identification.




Notary Public, State of North Carolina
Name: DONNA D. MONKS

My Commission Expires: 04.21.2019
My Commission Number is: _____