

This instrument prepared by
or under the direction of:

Loretta Kallay Prettyman, Attorney
Becker & Poliakoff, P.A.
3111 Stirling Road
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After recording, return to:

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245 Riverside Avenue, Suite 400
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DEERWOOD, UNIT FIVE
CONTIGUOUS COTTAGE COLONY LAND
DEERWOOD VILLAS I, A CONDOMINIUM
AND
DEERWOOD VILLAS II, A CONDOMINIUM
COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT Stockton, Whately, Davin & Company, a Florida corporation, the original Developer, together with William A. Hamilton and Doris K. Hamilton, heretofore recorded covenants and restrictions in Official Records Book 3165, at Page 592 of the Public Records of Duval County, Florida (hereinafter defined as "Previous Declaration") on the following described lands:

DEERWOOD, UNIT FIVE, according to the Plat recorded in Plat Book 34, Pages 41 and 41A, of the Public Records of Duval County, Florida, and upon

A portion of Section 24, Township 3 South, Range 27 East, Duval County, Florida, more particularly described as follows and referred to as the "Cottage Colony Land":

For the point of beginning, begin at the Northwesterly most corner of Lot 4, Block 32, as shown on said plat of DEERWOOD, UNIT FIVE; run thence North 74°14'11" West a distance of 386.82 feet to the Northeasterly most corner of Tract 26 as shown on the plat of said DEERWOOD, UNIT FIVE; run thence South 21°52'30" West a distance of 96.38 feet to a point; run thence South 48°36'30" West a distance of 50.70 feet to a point; run thence South 8°59'30" East a distance of 110.56 feet to a point in a curve; run thence Northeasterly, along the arc of a curve, concave Southeasterly and having a radius of 134.00 feet, a chord distance of 105.15 feet to the point of tangency of said curve, the bearing of the aforementioned chord being North 80°53'57" East; run thence South 76°00'00" East a distance of 268.00 feet to a point of curvature; run thence Southeasterly, along the arc of a curve, concave Northwesterly and having a radius of 878.02 feet, a chord distance of 21.00 feet to a point, the bearing of the aforementioned chord being South 76°41'07" East; run thence North 14°00'00" East a distance of 185.56 feet to the point of beginning and

THAT Stockton, Whatley, Davin & Company, did further heretofore record a Declaration of Condominium of Deerwood Villas I, a Condominium, in Official Records Book 3457, Page 185 of the Public Records of Duval County, Florida (the "Villas I Declaration") on the following described lands:

All of Tracts Twenty-seven (27) and Twenty-eight (28) and all of Lots One (1), Two (2), Three, (3), Four (4), Five (5) and Six (6) in Block Thirty-Four (34) of Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida, (the "Villas I Property"),

which Villas I Declaration, at Article VII thereof, subjects the Villas I Property to the provisions of the Previous Declaration, and

THAT Stockton, Whatley, Davin & Company, did further heretofore record a Declaration of Condominium of Deerwood Villas II, a Condominium in Official Records Book 3776, Page 791 of the Public Records of Duval County, Florida (the "Villas II Declaration") on the following described lands:

Parcel A:

Lots One (1) through Five (5), both inclusive, in Block Thirty-three (33) of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida.

Parcel B:

That certain piece, parcel or tract of land situate, lying and being in and a part of Section 24, Township 3 South, Range 27 East, Duval County, Florida which is more particularly described as follows:

For Point of Reference, commence at the Northwesterly corner of Lot Six (6) in Block Eight (8) of Deerwood, Unit Two, according to the plat thereof recorded in Plat Book 33 at pages 58 and 58A of the current public records of Duval County, Florida and run South 37°06'06" West, along the Westerly boundary of said Lot Six (6) a distance of 130.00 feet to a point in the Northerly boundary of the lands described in Official Records Volume 2146, page 371 of said public records for Point of Beginning.

From the Point of Beginning thus described, run North 56°03'30" West, along the Northerly boundary of said lands, a distance of 450.00 feet to a point; run thence South 48°20'00" West a distance of 512.73 feet to a point; run thence South 89°55'31" West a distance of 140.83 feet to a point in the Easterly right of way line of Southside Boulevard (Alternate U.S. Highway No. 1, State Road No. 115, a 300-foot right of way as now established); run thence North 0°04'29" West, along said Easterly right of way line of Southside Boulevard, a distance of 634.01 feet to a point; run thence due East, a distance of 233.60 feet to a point; run thence South 64°41'10" East a distance of 225.05 feet to a point; run thence South 25°18'50" West a distance of 71.55 feet to a point; run thence South 56°03'30" East a distance of 624.26 feet to a point in said Westerly boundary of Lot Six (6) in Block Eight (8) of Deerwood, Unit Two; run thence South 37°06'06" West, along said Westerly boundary line a distance of 43.58 feet to the Point of Beginning.

Parcel C:

An easement, thirty-five feet (35') in width, for ingress and egress and for the construction, installation, maintenance, and replacements of underground utility lines; facilities and equipment on, over, across and through that certain piece; parcel of strip of land situate, lying and being in and a part of Section 24, Township 3 South, Range 27 East, Duval County, Florida which is more particularly described as follows:

For Point of Beginning, begin at the Southwesterly corner of Lot Three (3) in Block Thirty-three (33) of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, said point also being the extreme Northwesterly corner of Lot Four (4) in said Block 33, and run South 8°12'19" West, along the Westerly boundary of said Lot Four (4) a distance of 34.33 feet to a point; run thence Southwesterly, along the arc of a curve concave Northwesterly and having a radius of 266.62 feet, a chord distance of 99.80 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 79°8'17" West; continue thence Southwesterly, along the arc of a curve, concave Southeasterly and having a radius of 70.00 feet, a chord distance of 98.99 feet to the point of tangency of said curve, the bearing of the aforementioned chord being South 44°55'31" West; run thence South 0°4'29" East, 35 feet easterly from and parallel to the Easterly right of way line of Southside Boulevard (Alternate U.S. Highway No. 1, State Road No. 115, a 300-foot right of way as now established) a distance of 166.30 feet to a point; run thence due West a distance of 35.00 feet to a point in said Easterly right of way line of Southside Boulevard, said point being located 634.01 feet; Northerly from the extreme Northwesterly corner of that certain property described in Official Records Volume 2146, page 371 of the current public records of said county, when measured along said Easterly right of way line; run thence North 0°4'29" West, along said right of way line; a distance of 166.25 feet to a point of curvature; run thence Northeasterly, along the arc of a curve, concave Southeasterly and having a radius of 105.00 feet, a chord distance of 148.49 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 44°55'31" East; continue thence Northeasterly, along the arc of a curve, concave Northwesterly and having a radius of 231.62 feet, a chord distance of 106.89 feet to a point in the Westerly boundary of said Lot Three (3) in Block Thirty-three (33) of Deerwood, Unit Five, the bearing of the aforementioned chord being North 76°35'05" East; run thence South 8°12'19" West, along the Westerly boundary of said Lot Three (3); a distance of 7.09 feet to the Point of Beginning, (the "Villas II Property")

which Villas II Declaration, at Article 7 thereof, subjects the Villas II Property to the provisions of the Previous Declaration.

All of the land above-described hereinafter sometimes referred to as "said land," and the parties above did prior hereto place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels or tracts shown on said plat or any parts or portions of said land, was deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions. Wherever lots or parcels are referred to herein, same shall include lots and parcels as same may have been replatted or redescribed and shall include unplatted parcels within the "Cottage Colony Land" and condominium units created pursuant to the Villas I Declaration and the Villas II Declaration.

The covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

The organizing committee for The Deerwood Improvement Association, Inc., (the "Association") consisting of:

Linda Baucom 10018 Leisure Lane North, #38 Jacksonville, FL 32256 (904) 645-3521	Richard Schrader 10129 Cross Greenway, #112 Jacksonville, FL 32256 (904) 645-9166	Phillip Davis 10108 Leisure Lane North, #32 Jacksonville, FL 32256 (904) 641-6551
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does hereby submit these covenants and restrictions for revival pursuant to Section 720.403, Florida Statutes, hereinafter defined as the "Revived Declaration"

This Revived Declaration governs only the lots, parcels, and units, whether platted or unplatted, which were encumbered by the Previous Declaration, as amended, and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, as amended, except as otherwise provided by Section 720.404(3), Florida Statutes.

The voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional assessment obligations of each parcel owner under this Revived Declaration shall be the same as the proportional assessment obligations of the parcel owner under the Previous Declaration.

1. Said lands shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any part of said lands other than single family residences and apartment buildings, condominiums, townhouses, rowhouses and other buildings containing dwelling units designed only for single family occupancy. No building at any time situate on any part of said lands shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, or for any business purpose other than rental for personal accommodations, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants and restrictions. Buildings located on said lands may be rented as transient accommodations but only with the prior written consent of the Developer and in accordance with the terms and conditions of such consent as the same may be from time to time amended by the Developer. No garage apartment, rooming house, boarding house, hotel, motel, tourist or motor court shall be erected or allowed to remain on any part of said lands and no building on any part of said lands at any time shall be converted into a garage apartment or into a rooming house, boarding house, hotel, motel, tourist or motor court.

2. A building plot shall refer to all or any parts of said lands which form or will form an integral unit of land suitable for use as a single family or multi-family residential site. However, without the written approval of the Developer, no building plot shall have an area of less than 7500 square feet.

3. (a) All of the property shown on said plat and designated thereon as Parcel AA is and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcel. The Developer, however, does hereby grant to

the present and future owners of any parts of said lands and to the lawful occupants of any buildings thereon and to their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer to serve said lands, holders of mortgage liens on said lands and such other persons as the Developer from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said Parcel AA together with the non-exclusive and perpetual right of ingress and egress over and across the property designated as Parcels A, B, C, D and E on the plat of Deerwood, Unit One as recorded in Plat Book 32, pages 54, 54A and 54B of the current public records of Duval County, Florida, and over and across the property designated as Parcels F, G and H on the plat of Deerwood, Unit Two, as recorded in Plat Book 33, pages 58 and 58A of said public records, and over and across the property designated as Parcels J, K, L, M, N, O and P on the plat of Deerwood, Unit Three, as recorded in Plat Book 33, pages 90, 90A, 90B, 90C and 90D of said public records and over and across the property designated as Parcels Q, R, S, T, U, V, W, X, Y and Z on the plat of Deerwood, Unit Four, as recorded in Plat Book 34, at pages 40, 40A, 40B, 40C and 40D of said public records, subject however, to the right of the Developer to cancel and terminate such rights of ingress and egress over a portion of said Parcel A as provided hereinafter in paragraph 3(c). All of said Parcels shown on said several plats herein referred to, are and shall remain privately owned and the sole and exclusive property of the Developer, its successors and grantees, if any, of said Parcels. Said Parcels A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA, as designated on said plats herein referred to, are hereby defined and for convenience are referred to in these covenants and restrictions as "access ways." Regardless of the preceding provisions of this paragraph 3(a), the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or a nuisance on any part of the lands included in said plats of Deerwood, Unit One, Deerwood, Unit Two, Deerwood, Unit Three, Deerwood, Unit Four, Deerwood, Unit Five, or on any part of the Cottage Colony Land herein described. Notwithstanding anything contained in this paragraph 3(a) or on said plats herein referred to, the rights of ingress and egress granted in this paragraph 3(a) and by said plats over and across the property designated on the plat of Deerwood, Unit Three, as Parcel L, may not be executed and recorded in the public record of Duval County, Florida, a supplemental instrument, the prohibition against the exercise of such rights, but following the execution and recordation of such supplemental instrument, the prohibition against the exercise of such rights set forth in this sentence shall have no further force or effect.

(b) The Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which in the sole opinion of the Developer (1) would or might result in damage to said access ways or pavements or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said lands, and the right, but no obligation, to control and permit or prohibit parking on all or any part of said access ways. No motorcycles, motorbikes, motorscooters, motorcarts, powered midget cars or other motorized passenger vehicles, except passenger automobiles, may be operated on any of the access ways or on any part of said lands.

(c) The Developer reserves and shall have the sole and absolute right at any time by instrument recorded in the public records of Duval County, Florida to cancel and terminate all rights of ingress and egress granted in paragraph 3(a) hereinabove over and across all or any part of that portion of the property designated as Parcel A on the plat of Deerwood, Unit One which lies between the easterly right-of-way line of State Road No. 115 (designated on the plat of Deerwood, Unit One as State Road No. 10) and a line connecting the southwesterly corner of Lot 11 in Block 16 as shown on said plat of Deerwood, Unit Three with the northwesterly corner of Lot 1 in Block 17 as shown on such plat, provided, however, that as conditions to the exercise by the Developer of such right of cancellation and termination the Developer first shall have executed and recorded in the public records of Duval County, Florida the supplemental instrument referred to in the last sentence of paragraph 3(a) hereinabove and shall have constructed at its expense, pavement of comparable materials and width as the pavement now located on said Parcel A, such pavement to connect Parcel B as shown on the plat of Deerwood, Unit One with the aforementioned State Road No. 115 (a presently existing paved public road, street or highway) and with such pavement to be located within the parcels designated as Parcels P, K and L on the plat of Deerwood, Unit Three. From and after any such cancellation and termination of rights of ingress and egress the term "access ways" as used in

these covenants and restrictions shall not be deemed to include the part of the aforementioned Parcel A with respect to which the ingress and egress rights shall have been cancelled and terminated in accordance with the provisions of this paragraph 3(c).

(d) The Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any building plot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the access ways.

(e) In the event and to the extent that the Parcels referred to in this paragraph 3 or easements over and across said Parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this paragraph 3 thereafter shall be of no further force or effect.

4. In connection with improvements on said lands, there may be constructed from time to time on property within said lands common areas, such as patios, play areas, gardens, walkways, outdoor cooking and eating facilities, swimming pools and similar recreational installations intended for common areas and the persons entitled to use the same and may establish or approve in writing reasonable rules and regulations shall be required a condition to the use thereof. The Developer may at any time without cause or liability terminate the use of all of those persons previously designated or approved by the Developer. Unless and until the Developer shall so terminate the use of any such common area, those persons entitled to use such common area shall have the non-exclusive right to the use of such common area, all use thereof by the persons previously designated or approved shall automatically cease and terminate.

5. No residential building may be hereafter erected on any building plot unless the proposed building will contain the minimum required square footage of floor area. Such minimum requirement for each building plot will normally be specified in the deed from the Developer conveying that building plot. Unless otherwise specified in such deed, the area to be considered in determining the minimum required square footage of floor area shall exclude screened or unscreened porches, garages and carports. The minimum required square footage as specified in the deed from the Developer may not thereafter be reduced without the prior written consent of the Developer. In any event and whether or not any minimum required square footage of floor area shall have been so specified in a deed or deeds from the Developer, no building shall be erected or reconstructed on any building plot unless each dwelling unit within such building shall contain at least 1,300 square footage of floor area exclusive of screened or unscreened porches, balconies, patios, garages and carports, unless the Developer shall, prior to the commencement of construction or reconstruction of such building, consent that such building may contain dwelling units with less square footage of floor area than is hereinabove specified. The term 'dwelling unit' as used in this paragraph 5 means a residential living unit designed for occupancy by one family only. Further, without the prior approval of the Developer, no building shall be erected on any building plot in excess of two (2) full stories in height, exclusive of gables or attic, above the normal surface of the ground.

6. Each building erected on any part of said lands may, at the option of the owner but only with the prior written consent of the Developer, have attached thereto one or more utility yards. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials with a height and design approved by the Developer, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view to the height of such wall or fence. The following buildings, structures, and objects may be erected and maintained and allowed to remain on a building plot only if the same are located wholly within the main building or wholly within a utility yard: Pens, yards and houses for pets, aboveground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and work shops, servants quarters, garbage and trash cans and receptacles (other than the underground receptacles referred to in paragraph 23 hereof) and any other structures or objects determined by the Developer to be of an unsightly nature or appearance. Above ground exterior air conditioning and heating equipment shall be located wholly within the utility yard if such yard shall be constructed at the same time as the main building; however, if a utility yard is not so constructed, such equipment may be installed on the exterior of the main building provided such equipment is screened on all sides, using materials and with a height and design approved by the Developer.

7. Except as provided in paragraph 8, no detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said lands. The term "detached outbuilding," as used in these covenants and restrictions, means only a garage, carport, hothouse, greenhouse, children's playhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure approved in advance by the Developer, and which is detached from the main building located or to be located on such building plot.

8. Any detached outbuilding, as defined in paragraph 7 hereof, may be erected and maintained within a utility yard authorized by paragraph 6, but any such detached outbuilding, any part of which extends above the top of the fence or wall enclosing such utility yard shall be subject to the approval of the Developer pursuant to the provisions of paragraph 10. Detached outbuildings which are not located in a utility yard may be erected and allowed to remain on a building plot only with the prior written consent of the Developer and only if the location and plans and specifications therefore have been approved by the Developer pursuant to the provisions of paragraph 10, but no such detached outbuilding shall be commenced, erected, maintained or allowed to remain on a building plot outside of such a utility yard unless and until such consent has been first obtained.

9. (a) There are shown on said plat front building restriction lines affecting each platted lot.

(b) No part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways, walks and parking areas, the location and design of which have been approved by Developer) shall be erected, placed or allowed in the area of any building plot on said lands lying between the front building restriction line as shown on said plat and the access way or ways on which the building plot abuts, except that (i) with the prior written consent of the Developer and subject to the conditions and requirements of any such consent, a hedge, fence or wall may be erected, placed or allowed in such area and (ii) with the prior written consent of the Developer, any detached outbuilding which is designed as an incidental structure in connection with the erection of any multi-family housing project on any building plot on said lands may extend not more than five (5) feet beyond the front building restriction line as shown on said plat, provided the Developer shall first approve the nature, location and design of any such incidental detached outbuilding which otherwise meets the provisions of this instrument.

(c) Except with the prior written consent of the Developer, no part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways and walks, the location and design of which have been approved by Developer) shall hereafter be erected, placed or allowed on said lands within 10 feet of the rear lines of the lots shown in Blocks 32 and 33 on said plat; however, a hedge, fence or wall which extends not more than 3 feet above the surface of the ground and which conforms to and does not violate other provisions hereof may be erected, placed or allowed in said restricted area without such consent.

(d) Except with the prior written consent of the Developer, no part of any building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (other than driveways and walks, the location and design of which have been approved by Developer) shall hereafter be erected, placed or allowed nearer than 10 feet to any interior side line of any building plot on said lands. However, all or any part of a utility yard (including structures or objects therein), hedge, fence or wall which do not extend more than 3 feet above the surface of the ground and which conforms to and does not violate other provisions hereof may be erected, placed and allowed in said restricted area without such consent.

(e) Notwithstanding any other provisions of these covenants and restrictions, no part of any utility yard, fence, wall or any type or kind of permanent structure shall be erected, placed or allowed within any of the areas designated as easements on said plat or hereunder or by any other instrument relating to any of said lands heretofore recorded in the public records of Duval County, Florida. Any hedge, shrub, tree or other planting placed within any of such areas designated as easements shall forthwith be removed by the building plot owner if and when such owner is required or requested so to do by the Developer.

(f) Regardless of the preceding provisions hereof, no hedge, fence or wall of any kind shall be hereafter erected, placed or allowed on any part of the Cottage Colony Land without the prior written consent of the Developer.

(g) As used in these covenants and restrictions the term "interior side line" refers to a building plot side line which is not contiguous to one or more access ways.

10. For the purpose of further insuring the development of said lands as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each building plot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, garage, carport, driveway, parking area, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main building, shall be commenced, placed, erected or allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto (including but not limited to changes in exterior color schemes or finish) be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said lands or contiguous lands. In this connection the Developer shall have the right to require that the outside of fences, walls or utility yards be appropriately landscaped. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed constructions and of the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same, and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction lines shown. In addition, there shall be submitted to the Developer for approval such samples of building materials proposed to be used as the Developer shall specify and require. Regardless of the preceding provisions of this paragraph 10, it shall not be necessary to submit plans and specifications to, nor to obtain the approval of the Developer for any detached outbuilding, as defined in paragraph 7, which is to be erected and maintained wholly within a utility yard authorized by paragraph 6, if no part of such detached outbuilding extends above the top of the fence or wall enclosing such utility yard. In the event the Developer fails to approve or disapprove such building plans and specifications within 30 days after the same have been submitted to it as required above, the approval of the Developer shall be presumed and the provisions of this paragraph 10 shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said lands.

11. (a) Unless the prior written approval of Developer has been obtained, doors and entrances to garages and carports shall be located in such a manner or shall be screened (using materials and design approved by the Developer) so that such doors and entrances shall not be visible from that portion of any access way on which the building plot abuts.

(b) Unless the prior written approval of the Developer has been obtained, the sides and rear of carports shall be screened (using materials and design approved by the

Developer) so that such doors and entrances shall not be visible from that portion of any access way on which the building plot abuts.

12. Private passenger automobiles of the occupants and their guests bearing no commercial signs may be kept or parked only in garages or carports or in parking areas whose design and location shall have been approved in writing by the Developer prior to the construction thereof. No other wheeled vehicles of any kind (other than unmotorized bicycles which must be kept and parked when not in use only within a garage or carport or within a utility yard meeting the requirements of paragraph 6 hereof) and no boats or boat trailers may be parked on any part of said lands, without the prior written consent of the Developer. Regardless of the preceding provisions, pickup and delivery vehicles may be parked in parking areas designated by the Developer during the times necessary and solely for the purpose of such pickup and delivery services.

13. A plate showing the number or numbers of the building shall be placed on each building plot on which a building is located and at the option of the property owner, a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each such plate shall be first approved by the Developer.

14. Unless the prior written approval of the Developer has been obtained, no window air-conditioning units shall be installed in any building.

15. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the buildings located on each building plot shall be concealed and located underground so as not to be visible. Electrical service is provided by the City of Jacksonville, Florida through underground primary service lines running to transformers. The Developer has provided an underground conduit to serve each building plot on said lands extending from the point of the applicable transformer at a point at or near the property lines, with such conduits being located in access ways or easement areas. Each building plot owner who requires an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those in the conduits provided by the Developer), conductors and other electric facilities from the point of the applicable transformer to the buildings on the plot and all of the same shall be and remain the property of the owner from time to time of each such building plot. The conduit provided by Developer to serve each such building plot shall be, become and remain the property of the owner from time to time of that building plot. The owner from time to time of each building plot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground electric system extending from the applicable transformer to the building or buildings on his plot.

16. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main building and all related structures shown on the plans and specifications approved by the Developer pursuant to paragraph 10 must be completed in accordance with said plans and specifications within twelve months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities, or unless the time for completion is extended by the Developer in writing. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to his building plot line and shall remove the curbing at the edge of the paved portion of the abutting access way to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and continued drainage along the edge of the paved portion of the access way. The location, design and type of material for each such driveway and curb or gutter shall first be approved by the Developer and the subsurface of the portion of the driveway between the building plot. During construction on any building plot, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building plot from the access way only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which the construction is proceeding.

17. No picnic areas and no detached outbuildings as defined in paragraph 7 shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residential building thereon.

18. Except for structures which are permitted by other provisions hereof to be located within a utility yard authorized by paragraph 6, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workers during the course of such construction.

19. No trailer, basement, garage, or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

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

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any building plot except "For rent" or "For Sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two square feet in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a property. The Developer may enter upon any building plot and summarily remove and destroy any signs which do not meet the provisions of this paragraph. Notwithstanding the foregoing, any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

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

22. No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building plot or on any portion of any building plot nor occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer. Notwithstanding the foregoing, satellite dishes and antennae complying with applicable FCC Regulations shall not be prohibited. The provisions of this paragraph shall not apply to equipment or devices located wholly within a utility yard meeting the requirements of paragraph 6 hereof.

23. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots only by services or agencies approved in writing by the Developer. After the erection of any building on any building plot, the owner or owners shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Except as otherwise specified from time to time by the Developer in writing, such garbage containers shall be kept at all times either within a utility yard or within underground garbage receptacles located on the building plot or on the access way at such location as shall be approved by the Developer. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.

24. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall

receptacles attached to the residential buildings, each property owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residential buildings.

25. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on any building plot on said land. No other animals, birds or fowl shall be kept, permitted, raised or maintained on any building plot except as permitted in this paragraph 25. Not more than two dogs, not more than two cats, not more than two birds (excluding parrots) and not more than two rabbits may be kept on any building plot occupied by a single family residence for the pleasure and use of the occupants but not for any commercial or breeding use or purpose. Not more than one dog, not more than one cat, and not more than two birds (excluding parrots) may be kept in any apartment or condominium unit or in any townhouse or rowhouse, but not for any commercial or breeding use or purpose. However, if any of such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

26. No illegal, noxious or offensive activity shall be permitted or carried on on any part of said lands, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said lands, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said lands.

27. No owner of a building plot shall plant or place any shrubbery, hedges, trees or other plantings on any part of said lands lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any of said lands without first obtaining the written consent of the Developer, except such trees as shall be growing within twenty feet of the main building and any attached utility yard to be erected on the building plot.

28. No artesian wells may be drilled or maintained on any building plot without first obtaining the consent of the Developer. Rock wells may be drilled and maintained on any building plot. Unless the prior written approval of the Developer has been obtained no such well shall be placed or allowed within any of the areas affected by easements given, reserved or referred to in these covenants and restrictions, whether or not such easements shall be designated on said plat. However, the central water supply system provided for the service of said lands shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot, and each property owner at his expense shall connect his water lines to the water distribution main provided to serve that owner's property and shall pay connection and water meter charges established or approved by the Developer. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any building plot except solely for use to supply water for use on the building plot for air-conditioning and heating installations, irrigation purposes, swimming pools or other exterior use.

29. The central sanitary sewage collection and disposal system (referred to as "sewage system") serving the building plots on said lands shall be the only sanitary sewage disposal service or facility used to serve each building plot on said lands and the improvements thereon and the occupants thereof. Each property owner shall at his expense connect his sewage disposal lines to the sewage collection line provided as a part of the sewage system to serve that owner's property so as to comply with the requirements of the operator of the sewage system and shall pay such contributions in aid-of-construction and connection charges as are approved by Developer and required to be paid by the operator of the sewage system. After such connection, each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage disposal service made by the operator of the sewage system. No septic tank shall be permitted on any building plot and no sewage disposal service or facility shall be used to serve the building plot or the improvements thereon or the occupants thereof other than the sewage system. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. Except with the prior written consent of the

Developer and of the operator of the sewage systems, no water discharged from heating or air conditioning systems or from a swimming pool shall be discharged into the sewage collection lines of the sewage system.

30. The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all easement areas reserved or granted in other instruments heretofore recorded in the public records of Duval County, Florida and on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a 5-foot strip at the back of each lot and on, in, over and under a 5-foot strip along the interior side lot lines of each lot shown on said plat, and on, in, over and under a 5-foot strip along the northerly boundary line and a 5-foot strip along the easterly boundary line of the Cottage Colony Land. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 30. The owners of the building plots subject to the privileges, rights and easements referred to in this paragraph 30 shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment of facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

31. The platted lots on said plat shall not be resubdivided or replatted except as provided in this paragraph. Any lot or lots shown on said plat may be resubdivided or replatted (by deed or otherwise) by the Developer or by others with the prior approval of the Developer in any manner which produces one or more building plots each of which shall meet the requirements of paragraph 2. The several covenants, restrictions, easements and reservations herein set forth, in case any of said lots shall be resubdivided or replatted as aforesaid, shall thereafter apply to the lots as resubdivided or replatted instead of applying to the lots as originally platted except that no such resubdivision or replatting shall affect easements shown on said plat.

32. Certain parcels or property owned by the Developer are shown on said plat as "Not Included in This Plat" and as Tracts 26, 27, and 28. Regardless of the location of such parcels "Not Included in This Plat" and of said Tracts 26, 27 and 28 and regardless of the use to which said parcels and tracts now or hereafter may be put, said parcels and tracts are and shall remain privately owned and, except for that part of the Cottage Colony Land owned by William A. Hamilton and Doris K Hamilton, his wife, at the time the original Protective Covenants for Deerwood, Unit Five at the Contiguous Cottage Colony Land was recorded, shall remain the sole and exclusive property of the Developer and its successors, assigns and grantees, if any, of said parcels and tracts or of any rights, title, interest, easements or privileges of any kind in, to, over, upon or with respect to any of said parcels or tracts. Should the owners of building plots or residents or any other persons be permitted or allowed any rights to the use of any part of said parcels or tracts, either by acquiescence or express consent of the Developer, all such rights may be terminated and cancelled by the Developer at any time without cause or liability.

33. (a) An artificial lake is now located on each parcel or property designated on said plat as Tracts 26, 27 and 28. Except with the prior written approval of the Developer no building plot owner or resident or anyone acting with the permission of any such owner or resident shall have any right to go upon or to make any use whatsoever of any of said Tracts 26, 27 and 28 or to place any structure or object thereon or to pump or otherwise remove any water from said lakes for purposes of irrigation or other use.

(b) So long as said lakes exist on said Tracts 26, 27 or 28, each building plot owner whose plot adjoins or abuts any of said Tracts 26, 27 or 28 shall keep his plot and the portion of the adjoining or abutting tract between his plot and the water's edge at the lake bank grassed, trimmed and cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank and prevent erosion. However, except with the prior written approval of the Developer, the shoreline contour of the lake may not be changed

and no plot may be increased in size by filling in the lake and no plot may be dug out or dredged so as to cause the water of the lake to protrude into the plot.

(c) The Developer shall have the sole and absolute right, but no obligation, to control the water level of each and all of the above mentioned lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on each and all of said lakes.

(d) No rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes or other refuse shall be placed or deposited in any of the above mentioned lakes or on any portion of said Tracts 26, 27 and 28. However, the Developer and its successors, assigns and grantees shall have the right at any time and from time to time to fill in any one or more of said Tracts 26, 27 and 28 and to eliminate any one or more of the lakes now located thereon and to use said Tracts as building plots subject to the provisions of these covenants and restrictions.

34. The Developer shall have the sole and absolute right at any time, with the consent of the City Council of the Consolidated City of Jacksonville or the governing body of any other municipality or body politic then having jurisdiction over said lands, to dedicate to the public all or any part of Tracts 26, 27 and 28 owned by the Developer, all or any part of the easements reserved herein (including those shown on said plat), all or any part of any other easements reserved or granted in other instruments heretofore recorded in the public records of Duval County, Florida, all or any part of Parcel AA shown on said plat, all or any part of Parcels A, B, C, D and E shown on the aforementioned plat of Deerwood, Unit One, all or any part of Parcels F, G and H shown on the aforementioned plat of Deerwood, Unit Two, all or any part of Parcels J, K, L, M, N, O and P shown on the aforementioned plat of Deerwood, Unit Three, and all or any part of Parcels Q, R, S, T, U, V, W, X, Y and Z shown on the aforementioned plat of Deerwood, Unit Four.

35. The owner of each building plot, whether such plot be improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph 35, the Developer shall have the right, but no obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer on demand.

36. Section 1. (a) Each building plot and dwelling unit in Deerwood, Unit Five and on the Cottage Colony Land are subjected hereby to an annual maintenance assessment as hereinafter provided. Each such annual maintenance assessment shall be assessed for and shall cover the calendar year. Commencing January 1, 1971, and on the same day of each year thereafter, each building plot and dwelling unit in Deerwood and on the Cottage Colony Land shall be assessed and the owner thereof shall pay to The Deerwood Improvement Association, Inc., a Florida corporation not for profit, hereinafter called the Association, at the office of the Association in Jacksonville, Duval County, Florida, or at such other place as shall be designated by said Association, in advance, the annual maintenance assessment with respect to each such building plot and dwelling unit as fixed by said Association, and such payments shall be used by said Association to create and continue maintenance funds to be used as hereinafter set forth. Such annual maintenance assessments shall become delinquent if not paid by February 1 of the calendar year for which assessed and shall bear interest at the rate of six per cent per annum from said date until paid. The annual maintenance assessment may be adjusted from year to year by said Association as the needs of the property subject thereto in the judgment of said Association may require.

(b) Such annual maintenance assessment shall consist of an "annual basic charge" and, if so determined by the Association, an "annual additional charge," as follows:

(1) Each building plot, improved or unimproved, shall be assessed and the owner or owners thereof shall pay an "annual basic charge." Such "annual

basic charge" shall be assessed against such building plots proportionately to their respective square foot areas, but in no event shall such "annual basic charge" exceed one-fifth of one cent per square foot of area per year. If a building plot is occupied by a condominium, the "annual basic charge" assessed upon such building plot shall be prorated equally among and assessed against each condominium parcel in such condominium, regardless of the size of the condominium units.

(2) In addition to the "annual basic charge" and whether or not the maximum amount of "annual basic charge" has been assessed, each dwelling unit in Deerwood, Unit Five and on the Cottage Colony Land, if so determined by the Association, shall be assessed and the owner thereof shall pay an "annual additional charge" in such amount as the Association shall fix. Such "annual additional charge," if so fixed and assessed, shall be uniform in dollar amount as between all dwelling units located in Deerwood, Unit Five and on the Cottage Colony Land. However, if any such "annual additional charge," with respect to any single improved building plot, or, in the case of a condominium, with respect to any single condominium parcel, shall exceed a maximum of 15 mills on the dollar of the full assessed value (unreduced by any homestead or other exemption) of such improved building plot and the improvements constructed thereon, or of such condominium parcel, as the case may be, (exclusive of personal property) as fixed by the assessor for ad valorem real estate taxation by the Consolidated City of Jacksonville, Florida, then as fixed by an assessor of comparable taxation by a governmental authority) for the calendar year covered by such "annual additional charge," the building plot owner or the owner of the condominium parcel, as the case may be, shall be entitled to a refund of such excess providing written application therefore is filed with the Association at its office on or before December 31 of such year.

(c) The term "dwelling unit" as used in this paragraph 36 means a residential living unit designed for occupancy by one family only, the construction of which has been substantially completed on January 1 of the calendar year for which the applicable annual maintenance assessment shall be fixed and assessed, whether or not the dwelling unit be occupied. The term "dwelling unit" includes detached single-family residences, condominium units, apartment units and units located in townhouses, rowhouses or other buildings, and regardless of where located, each such unit shall constitute a separate dwelling unit. Occupancy of all or any part of any such dwelling unit on or preceding any January 1 shall be conclusive evidence of substantial completion thereof as of said date.

Section 2. (a) The Association annually shall fix and assess against the building plots and dwelling units in Deerwood, Unit Five and on the Cottage Colony Land, and the owners thereof shall pay, as a part of the annual maintenance assessment, such minimum rate or amount as shall be sufficient, in the judgment of said Association, to enable said Association:

(1) To make payment of all ad valorem taxes assessed against any of the access ways and Tracts 26, 27 and 28 as shown on said plat and to make payment of all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to said Association, and to make payment of any other taxes, including income taxes, payable by said Association;

(2) To pay all annual current expenses required for the reasonable repair and maintenance of the access ways, including the paved portions thereof; and

(3) To provide a deposit to a reserve fund (hereafter called paving reserve fund) which, with future annual deposits thereto, will be sufficient in the judgment of said Association to cover the cost of anticipated future periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways which are a part of the land included in the plat of Deerwood, Unit Five. The funds deposited to the paving reserve fund of Deerwood, Unit Five shall not be used for any purpose other than the periodic major construction and reconstruction, including complete resurfacing, of the paved portions of the access ways incidental to such major construction and reconstruction.

(b) The Association by assessing and collecting annual maintenance assessments shall thereby obligate itself to make the payments and deposits referred to in Section 2(a) above. In fixing the minimum rate or amount of assessment referred to in Section 2(a) above, the Association may take into account any maintenance or construction work on the access ways assumed or to be performed by any public body.

Section 3. The maintenance funds provided by the annual maintenance assessments, to the extent not required for the purposes as set forth in Section 2 of this paragraph 36, may be used for the following but only for the following purposes:

- (1) Payment of operating expenses of said Association;
- (2) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;
- (3) Maintenance, improvement, and operation of drainage easements and systems;
- (4) Maintenance, improvement and beautification of parks, lakes, ponds and buffer strips;
- (5) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association;
- (6) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by said Association;
- (7) Providing fire protection but only when and to the extent specifically authorized by said Association;
- (8) Doing any other thing necessary or desirable, in the judgment of said Association, to keep said lands neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of said Association, may be of general benefit to the owners or occupants of said lands;
- (9) Doing any other thing agreed to by the Association and by the then owners of 75 per cent or more of the land area included in said lands.
- (10) Repayment of funds and interest thereon, borrowed by the Association and used for any of the purposes referred to in this Section 3 or in Section 2 above.

Section 4. (a) Except as otherwise provided in this paragraph 36, it shall not be necessary for said Association to allocate or apportion the maintenance funds or expenditures therefrom between the various purposes specified in this paragraph 36, and the judgment of said Association in the expenditure of the maintenance funds shall be final. Said Association in its discretion may hold the maintenance funds invested or uninvested, and may reserve such portions of the maintenance funds invested or uninvested, and may reserve such portions of the maintenance funds as the Association determines advisable for expenditure in years following for which the annual maintenance assessment was assessed.

(b) Each annual maintenance assessment and interest thereon shall constitute a debt from the owner or owners of the property against or with respect to which the same shall be assessed, payable to said Association on demand, and shall be secured by a lien upon such property and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by said Association in a court of competent jurisdiction. In the event said Association shall institute proceedings to collect or enforce such assessment or the lien therefore said Association shall be entitled to recover from the owner or owners of such property all costs, including reasonable attorneys' fees, incurred in and about such proceedings and all such costs shall be secured by such lien.

(c) Each such annual lien, as between said Association on the one hand, and the owner and owners of such property and any grantee of such owner and owners on the other hand, shall attach to the property against which such annual maintenance assessment shall be assessed and fixed as of January 1 of the year for which such annual maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such annual lien. However, regardless of the preceding sentence of this paragraph, each such annual lien shall be subordinate and inferior to the lien of any first mortgage encumbering said property if but only if

such mortgage was recorded in the public records of Duval County, Florida prior to the attachment date of such lien. The foreclosure of any such first mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the annual maintenance assessment liens thereafter assessed hereunder with respect to such property. Upon request said Association shall furnish any owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any property and the year or years for which any such unpaid maintenance assessments were assessed and fixed.

Section 5. The 15-mill maximum amount of the "annual additional charge" provided for in Section 1(b) of this paragraph 36, and any increase of same effected pursuant to this Section 5, may be increased by the Association from time to time, with the consent of the then owners of 75 per cent or more of the land area included in said lands.

Section 6. The Developer shall have the sole and exclusive right at any time and from time to time to withdraw from The Deerwood Improvement Association, Inc. all of the rights, powers, privileges and authorities granted said corporation as contained in this paragraph 36, and to transfer and assign all of such rights, powers, privileges, and authorities to, and to withdraw the same from, such other person, firm or corporation as the Developer may select. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee, and such transferee or assignee, by accepting such funds, shall assume all obligations of the Association hereunder.

37. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing or condition which is in violation of these covenants and restrictions the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer liable in anywise for any damages on account thereof.

38. Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a consent in writing by the Developer. In the event the Developer fails to act on any such written request within 30 days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request which violates any of the covenants or restrictions herein contained.

39. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions or under the provisions of said 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 Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the then owners of 50 per cent or more of the land area included in said lands. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. None of the provisions of this paragraph 39 shall apply to or affect the provisions of paragraph 36 hereof.

40. The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions other than those contained in paragraph 36, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said lands which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

41. In addition to the rights of the Developer provided for in paragraph 40, the Developer reserves and shall have the right, with the consent of the then owners of 75 per cent or more of the land area included in said lands to amend or alter these covenants and restrictions and any parts thereof in any other respects, except that the provisions of paragraph 36 hereof may not be amended or altered under the provisions of this paragraph 41.

42. No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of Deerwood, Unit Five or on any part of the Cottage Colony Land.

43. If any person, firm, corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any building plot or dwelling unit on said lands (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph 43 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, which term whenever the context requires hereunder, shall include its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

45. The following provisions are applicable only to portions of Block 32, Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, Pages 41 and 41A, of the Public Records of Duval County, Florida:

(a) Notwithstanding any provision contained in these Covenants and Restrictions to the contrary, each of the following described parcels located in Block 32 of the plat of Deerwood, Unit Five, shall hereafter constitute an individual single family residential Building Plot, and no structure shall be erected or permitted to remain on any Building Plot other than a detached, single family residence, as required and permitted pursuant to said Covenants and Restrictions as amended hereby:

Parcel 11:

A portion of Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For Point of Beginning, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 197.72 feet to a point on the Southerly boundary of the aforementioned Lot 4; run thence along said Southerly boundary and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.84 feet to a point, the bearing of the aforementioned chord being North 82°51'38" West, run thence North 2°21'39" West a distance of 190.34 feet to the Point of Beginning.

Parcel 12:

A parcel of land comprised of portions of Lot 3 and Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 200.89 feet to a point on the Southerly boundary of the aforementioned Lot 3; run thence along the Southerly boundary of the aforementioned Lot 3 and of Lot 4, and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.28 feet to a point, the bearing of the aforementioned chord being North 86°48'48" West; run thence North 2°21'39" West a distance of 197.72 feet to the Point of Beginning.

Parcel 13:

A parcel of land comprised of portions of Lot 3 and Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Block 32, a distance of 120.12 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 199.92 feet to a point on the Southerly boundary of the aforementioned Lot 3; run thence along the Southerly boundary of the aforementioned Lot 3, and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.03 feet to a point, the bearing of the aforementioned chord being South 89°15'38" West; run thence North 2°21'39" West a distance of 200.89 feet to the Point of Beginning.

Parcel 14:

A parcel of land comprised of portions of Lot 2 and Lot 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Block 32 and run South 89°49'11" East, along the Northerly boundary of said Block 32, a distance of 1810.18 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue South 89°49'11" East, along the Northerly boundary of the aforementioned Lot 3, a distance of 45.23 feet to an angle point; run thence North 63°24'19" East, along said Northerly boundary, a distance of 25.00 feet to a point; run thence South 9°25'54" East a distance of 237.07 feet to a point on the Southerly boundary of the aforementioned Lot 2; run thence along the Southerly boundary of the aforementioned Lot 2 and Lot 3, as follows: first course, along the arc of a curve, concave Northeasterly and having a radius of 50.95 feet, a chord distance of 26.54 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 73°35'38" West; second course, along the arc of a curve, concave Southerly and having a radius of 110.00 feet, a distance of 65.77 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 75°53'15" West; third course, along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 8.97 feet to a point, the bearing of the aforementioned chord being South 87°00'33" West; run thence North 2°21'39" West a distance of 199.92 feet to the Point of Beginning.

Parcel 15:

A parcel of land comprised of portions of Lot 2 and Lot 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwest corner of the aforementioned Block 32, and run along the Northerly boundary of said Block 32, as follows: first course South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 25.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East, along the Northerly boundary of the aforementioned Block 32, a distance of 75.00 feet to a point; run thence South 21°54'21" East a distance of 222.72 feet to a point on the Southerly boundary of the aforementioned Block 32, as follows: first course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 89.41 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 57°55'55" West; second course, along the arc of a curve, concave Northerly and having a radius of 50.95 feet, a chord distance of 37.96 feet to a point, the bearing of the aforementioned chord being South 69°26'26" West; run thence North 9°25'54" West a distance of 237.07 feet to the Point of Beginning.

Parcel 16:

A parcel of land comprised or portions of Lots 2 and 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly as follows:

For point of reference, commence at the Northwesterly corner of the aforementioned Block 32, and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 100.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 28°15'27" East a distance of 229.51 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary as follows: first course, along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 97.71 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 65°26'35" West; second course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 27.50 feet to a point, the bearing of the aforementioned chord being South 71°41'00" West; run thence North 21°54'21" West a distance of 222.72 feet to the Point of Beginning.

Parcel 17:

A parcel of land comprised of portions of Lots 1 and 2 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

For point of reference, commence at the Northwesterly corner of the aforementioned Block 32, and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 200.00 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 35°26'13" East a distance of 186.94 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary, being along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 130.00 feet to a point, the bearing of the aforementioned chord being South 43°17'49" West; run thence North 28°15'27" West a distance of 229.51 feet to the Point of Beginning.

ADDITIONAL PARCEL IN BLOCK 32:

The following legally-described parcel, also sometimes referred to as "Parcel 18", consists of that *portion* of Lot 1, Block 32, of Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida that is *not* a part of Parcel 17 immediately herein above described and is the same parcel as described in that certain Warranty Deed dated January 17, 1995 and recorded February 3, 1995 in Official Records Book 8028, Page 23 of the Public Records of Duval County, Florida:

A parcel of land comprised of a portion of Lot 1 in Block 32, of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows:

Begin at the extreme easterly corner of said Lot 1 and run South 30°39'20" West along the southeasterly line of said Lot 1 and along the westerly (at this point) right of way line of Parcel F of Deerwood, Unit Two, according to the plat thereof recorded in Plat Book 33 at Page 58 of said public records a distance of 179.19 feet to a point; run thence North 35°26'13" West a distance of 186.94 feet to a point on the northwesterly (or rear) lot line of said Lot 1; run thence North 63°24'19" East along said line distance of 122.98 feet to the most northerly corner of said Lot 1; run thence South 59°20'40" East along the northerly or northeasterly line of said Lot 1 a distance of 104.37 feet to the Point of Beginning.

- (b) The Building Plots resulting from the immediately preceding subparagraph (a) and legally described therein shall not hereafter be resubdivided or replatted except in conformity with the provisions of these Covenants and Restrictions.
- (c) Unless the Developer shall give its prior written consent, no residential building may be hereafter erected on any Building Plot described in immediately preceding subparagraph (a) unless the proposed residence will contain at least 2,000 square feet, but not in excess of 3,000 square feet, of floor area, in conformity with the provisions of these Covenants and Restrictions.
- (d) In addition to "utility yard" as elsewhere defined in and covered by these Covenants and Restrictions, the owners of the Building Plots may construct an enclosed patio which shall be walled or fenced, and the entrance thereto screened, using materials and with a height and design approved by the Developer or its successors, in such manner that structures and objects located therein shall present, from the outside of such patio, a broken or obscured view to the height of such wall or fence. The construction of any such utility yard or patio shall always be in compliance with the provisions of these Covenants and Restrictions. From and after the date hereof, referenced in these Covenants and Restrictions to "utility yard" shall, as to the Building Plots described in immediately preceding subparagraph 47(a), include any "patio" meeting the requirements herein set forth.
- (e) Notwithstanding any provision contained herein to the contrary, no part of any residential building, patio, utility yard, hedge, fence, wall, or any type or kind of permanent structure shall hereafter be erected, placed, or allowed on the Building Plots described in immediately preceding subparagraph (a), within 50 feet of the rear (or northwesterly) property lines of said Building Plots; provided, however, that with the prior written consent of the Developer or its successors and subject to the conditions and requirements of any such consent, a hedge, fence, or wall which extends not more than 3 feet above the surface of the ground which conforms to and does not violate other provisions hereof, may be erected, placed, and allowed in said restricted area, if the design thereof has been approved by the Developer or its successors.
- (f) In addition to the matters set forth elsewhere in these Covenants and Restrictions, the building plans and specifications and the exterior color schemes and finishes and material samples required under these Covenants and Restrictions shall, unless the Developer or its successor shall give its prior written consent to the contrary, contemplate and include, among other things, as to the Building Plots, described in immediately preceding subparagraph (a) a residential structure with a roof line with a pitch of at least 5/12, covered by hand split cedar shake shingles, with the exterior of any such building consisting of antique or used brick, shell finish stucco, board-and-batten, or natural stone, all in earth tones of shades of greens and brown only and as approved by the Developer or its successor, and, in addition, there must be submitted with said construction plans and specifications, a landscaping and grounds plan prepared by professional landscape planners for the particular Building Plot involved contemplating expenditures for landscaping items (including, in any event, an underground sprinkler system), all costing not less than \$5,000.00.

- (g) Notwithstanding any provisions hereof to the contrary, carports shall not be permitted on the Building Plots and each residence hereafter constructed on any such Building Plots shall include an attached garage located in conformity with the provisions of these Covenants and Restrictions and also located so that the garage doors and entrances shall not be visible from the rear (or northwesterly) property line of the applicable building plot. All such garages shall have the capacity for at least two automobiles and be equipped with standard overhead doors connected to remote-controlled garage door openers, which shall be maintained by the owner in proper working order.
- (h) In addition to all other provisions of these Covenants and Restrictions, no wheeled vehicles of any kind except passenger automobiles and no recreational vehicles or boats may be kept or parked on the Building Plots unless same are completely inside the required garage or within a utility yard or patio meeting the requirements of paragraph above, except that private automobiles of the occupants or guests bearing no commercial signs may be parked in the driveway or parking area on such building plots from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and neither wheeled vehicle of any kind (including recreational vehicles) nor boats, which by reason of size would not be substantially obscured from view from the outside of the applicable utility yard or patio, shall be kept or parked in any such utility yard or patio.
- (i) Pursuant to the provisions of the "Additional Covenants and Restrictions for Parts of Block 32 of Deerwood, Unit Five," dated February 24, 1981 and recorded March 13, 1981 in Official Records Book 5298, Page 664, and "Second Additional Covenants and Restrictions for Parts of Block 32 of Deerwood, Unit Five" dated September 28, 1981 and recorded September 28, 1981 in Official Records Book 5419, Page 339, both of the Public Records of Duval County, Florida, (jointly the "Instruments") the easements reserved in these Covenants and Restrictions on, in, over, and under a 5-foot strip along the interior side lot lines of Lots 1,2,3 and 4 in Block 32 were and are hereby abandoned, disclaimed, released, relinquished, and declared to be null and void and of no further force or effect, as if the same had never existed, and, in lieu thereof, the Instruments created and reserved to the Developer or its successors, easements for like purposes on, in, over, and under a 5-foot strip along the interior side lot lines of the Building Plots described in immediately preceding subparagraph (a) and included the westerly line of the Building Plot designated as Parcel 11 in immediately preceding subparagraph (a) and provided that the easement along the easterly line of the Building Plot designated as Parcel 13 in immediately preceding subparagraph (a) shall be 7.5 feet in width rather than 5 feet in width.
- (j) Pursuant to the Instruments and hereby, the 15-foot easement shown on the plat of Deerwood, Unit Five along the line dividing Lot 2 from Lot 3 in Block 32, Deerwood Unit Five, was abandoned, disclaimed, released, relinquished, and declared to be of no further force of effect, as if the same had never existed, and in lieu thereof, the Instruments created and reserved to the Developer or its successors, easements for like purposes on, in, over, and under the following described land being portions of Lots 1,2, and 3 in said Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, Pages 41 and 41A of the public records of Duval County, Florida:

For point of reference, commence at the Northwest corner of Lot 4 in said Block 32 and run along the Northerly boundary of the aforementioned Block 32, as follows: first course, South 89°49'11" East a distance of 225.41 feet to a point; second course, North 63°24'19" East a distance of 92.47 feet to a point for Point of Beginning.

From the Point of Beginning thus described, continue North 63°24'19" East, along said Northerly boundary of Block 32, a distance of 207.53 feet to a point; run thence South 35°26'13" East a distance of 50.60 feet to a point; run thence South 21°54'21" East of 173.33 feet to a point on the Southerly boundary of the aforementioned Block 32; run thence along the

Southerly boundary of said Block 32 and along the arc of a curve, concave Southerly and having a radius of 244.65 feet, the following chord bearings and distances: first course, South 69°20'23" West a distance of 7.50 feet to a point; second course, South 57°55'55" West a distance of 89.41 feet to a point of reverse curvature; continue thence along said Southerly boundary and along the arc of a curve, concave Northerly and having a radius of 50.95 feet, a chord distance of 61.28 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 84°32'15" West; run thence North 66°42'39" East a distance of 139.32 feet to a point; run thence North 21°54'21" West a distance of 217.17 feet to the Point of Beginning.

(k) Pursuant to the Instruments and hereby, an easement was and is established over and across the northwesterly fifty (50) feet of the Building Plots described as Parcel 16 and Parcel 17 in immediately preceding subparagraph (a) and over and across the westerly or southwesterly, seven and one-half (7.5) feet of the Building Plot described as Parcel 16 in immediately preceding subparagraph (a).

(l) The Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under the ground to erect, maintain, and use lighting, electric, and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, telephone, gas, lighting, irrigation and sprinkler systems, water, drainage, sewage, and other conveniences or utilities, including cable television, on, in, over, and under all of those portions of the Building Plots which lie within 50 feet of the rear (or northwesterly) property lines of said Building Plots. The Developer or its successors shall have the unrestricted and sole right and power of alienating or releasing 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 the property which is subject to said privileges, rights, and easements. All such easements are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

(m) Subject to the provisions of these Covenants and Restrictions and subject to the provisions of that certain "Water and Sewage Agreement, Deerwood, Unit Five and Contiguous Cottage Colony Land" as recorded in Official Records Volume 3173 at page 650 of the public records of Duval County, Florida, (the "Agreement"), Southside Utilities, Inc., its successors and assigns, were and hereby granted and given the exclusive right and privilege, in, under, upon, over and across the easements hereinabove created and reserved for the same purposes and uses the easements granted to Southside Utilities, Inc. in said Agreement.

46. Prior hereto, Developer and Southside Utilities, Inc. entered into a "Water and Sewage Agreement, Deerwood, Unit Five and contiguous Cottage Colony Land" (hereinafter the "Agreement") which was recorded in Official Records Book 3173, Page 650 of the Public Records of Duval County, Florida, which in part provides that certain rights and privileges of Southside Utilities, Inc. cannot be altered or amended without the consent and agreement of Southside Utilities, Inc. to the extent the provisions of the Agreement remain in full force and effect, and provides for the consent and agreement of Southside Utilities, Inc., or its successors or assigns; the terms thereof are incorporated herein by reference to the extent they remain in full force and effect; specifically, Southside Utilities, Inc., its successors and assigns, are granted the exclusive and right and privilege, as set for the Agreement, in, under, upon, over, and across the easements set forth below in this paragraph, for the same purposes and uses as the easements granted to Southside Utilities, Inc., in the Agreement.

Notwithstanding any provision contained herein to the contrary, and to the extent such lands have been submitted to the condominium form of ownership by the recording of a Declaration of Condominium, the provisions of Paragraph 4 of these Covenants and Restrictions shall not apply to the lands, whether tracts or lots, in Block 34, Deerwood, Unit Five, according to the Plat thereof recorded in Plat Book 34, Pages 41 and 41A of the Public Records of Duval County, Florida; as contemplated by Paragraph 1 of that certain Amending Instrument dated December 8, 1972 and recorded in Official Records Book 3440, Page 843 of the Public Records of Duval County, Florida, the easements in said Block 34, Deerwood, Unit Five, being easements in Lots 3 and 4 between Tracts 27 and 28 and those easements at the easterly lines of

Lots 1 and 6, and those easements, as to said Block 34, as provided for elsewhere in these Covenants and Restrictions, on, in, over and under a 5-foot strip at the back of each lot and on, in, over and under a 5-foot strip along the interior side lot lines of each lot in said Block 34 were and are hereby abandoned, disclaimed, released, relinquished and declared to be null and void and of no further force or effect as if the same had never existed. However, nothing contained herein shall be deemed to abandon, disclaim, release or relinquish or in any manner affect any easements, rights, or privileges hereinafter reserved or granted in this instrument or any reserved or to be reserved to any Declarant in said Declaration of Condominium hereinabove referred to.

Notwithstanding the submission of said Block 34 and all improvements thereon to condominium ownership, the Developer, for itself and its successors and assigns, did heretofore and for Southside Utilities, Inc., its successors and assigns as set out in the Agreement and for only those purposes and uses as set forth in the Agreement, reserve and was given perpetual, alienable and releasable easements, privileges and rights on, over and under the ground to erect, maintain and use electric, telephone and other utility poles, conduits, pipes, ducts, wires, and cables, television antennas, wires and cables for central antennae television rights and services and any and all other kinds and types of communication, informational and entertainment rights and services, conduits, water or gas mains, meters or equipment, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, radio, television, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under the following described portions of said Block 34 of Deerwood, Unit Five:

Easement Parcel 1: All of that portion of said Block 34 of Deerwood, Unit Five which lies between the 25-foot building restriction line shown in Block 34 on said recorded plat of Deerwood, Unit Five and right-of-way lines of the access ways surrounding said Block 34 (that is, Parcel "AA" as shown on said plat of Deerwood, Unit Five and Parcel "F" as shown on the plat of Deerwood, Unit Two, as recorded in Plat Book 33 at pages 58 and 58A of the current public records of Duval County, Florida.)

Easement Parcel 2: A strip of land 20.00 feet in width located in Lots 2,3,4 and 5 in Block 34 of DEERWOOD, UNIT FIVE, according to plat thereof recorded in Plat Book 34, pages 41 and 41A of the current public records of Duval County, Florida, said strip lying 10.00 feet on either side of the following described center line:

For point of reference, commence at the extreme Southerly corner of said Lot 4 and run South 68°15'18" West along the Northwesterly line of PARCEL "AA" as shown on said plat a distance of 23.20 feet to a point for point of beginning.

From the point of beginning thus described, run North 21°44'42" West a distance of 98.00 feet to a point; run thence North 14°00'00" East a distance of 186.70 feet to a point; run thence North 22°47'29" West a distance of 67.06 feet to a point; run thence North 14°00'00" East a distance of 82.30 feet to a point on the Northerly boundary of said Lot 3, said point being the termination of the center line herein described.

Easement Parcel 3: A strip of land 20.00 feet in width located in Lots 1,2,5 and 6 in Block 34 of DEERWOOD, UNIT FIVE, according to plat thereof recorded in Plat Book 34, pages 41 and 41A of the current public records of Duval County, Florida, said strip lying 10.00 feet on either side of the following described center line:

For point of reference, commence at the extreme Southeasterly corner of Lot 4 in said Block 34 and run South 68°15'18" West along the Northwesterly line of PARCEL "AA" as shown on said plat a distance of 23.20 feet to a point; run thence North 21°44'42" West a distance of 98.00 feet to a point; run thence North 14°00'00" East a distance of 150.32 feet to a point; run thence South 76°00'00" East a distance of 10.00 feet to a point for point of beginning.

From the point of beginning thus described, continue South 76°00'00" East a distance of 152.36 feet to a point; run thence North 68°15'18" East a distance of 51.42 feet to a point; run thence South 76°00'00" East a distance of 66.11 feet to a point; run thence North 14°00'00" East a distance of 133.00 feet to a point; run thence South 85°25'25" East a distance of 183.28 feet to a point on the Easterly boundary of said Lot 1, said point being the termination of the center line herein described.

The artificial lakes formerly located on Tracts 27 and 28 of Block 34, Deerwood, Unit Five, have been filled and eliminated as lakes and said Tracts 27 and 28, are to be building plots as defined in and covered by these Covenants and Restrictions. The Developer did heretofore abandon and relinquish any right it may have had to dedicate all or any part of said Tracts 27 and 28 to the public. Paragraphs 32, 33 and 34 hereof are deemed amended as to Tracts 27 and 28 of Block 34, Deerwood, Unit Five as provided in this paragraph.

47. The term "Owner" shall mean and refer to the owner in fee simple of any platted lot or other parcel located within the real property that is subject to the provisions of the Declarations.

48. In connection with the Association's right to control and approve the erection of all buildings, structures and other improvements within the real property subject to the Declaration, the Association may charge reasonable fees for processing requests for approval of proposed improvements. The amount of such fees shall be determined by the Association's Board of Directors in its reasonable discretion and shall be payable to the Association at the time that plans and specifications are submitted to the Association for review. Further, in connection with any such review, the Association may also collect a security deposit in a reasonable amount to be determined by the Association's Board of Directors, to secure compliance with the covenants and restrictions set forth in the Declarations and construction of improvements in accordance with plans and specifications approved by the Association. Once construction of approved improvements have been completed, each security deposit shall be returned to the applicable Owner. In the event that an Owner shall either violate the provisions of the Declaration or fail to complete such improvements in accordance with plans and specifications approved by the Association, the Association shall be permitted to use any such security deposit to fund the cost of enforcing compliance with the provisions of the Declarations or such approved plans and specifications. Nothing contained herein shall be considered as a limitation on the amount that the Association may recover from an Owner who violates any provisions of the Declaration or fails to complete improvements in accordance with approved plans and specifications.

49. In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Association's Board of Directors shall appoint an Enforcement Committee to perform the functions described by this Paragraph 3. The Enforcement Committee shall consist of at least three (3) members of the Association who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose a fine not to exceed the maximum amount allowed by law for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

50. Any sums due to the Association from any Owner as the result of the Association causing maintenance or repair activities to occur on such Owner's platted lot or other parcel in accordance with the terms of the Declaration, may be collected in the same manner as assessments are collected under the provisions of the Declaration.

51. The covenants and restrictions numbered 1 through 50 above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said lands and shall remain in full force and effect until the first day of January, A.D. 2014, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2014, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of 50 per cent or more of the land area included in said lands shall be placed on record in the office of the Clerk of the Circuit Court of Duval County, Florida, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph 51, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph 51. Notwithstanding the foregoing provisions of this paragraph 51, none of the provisions of paragraph 36 may be changed, modified, waived or extinguished in whole or in part pursuant to the provisions of this paragraph 51 unless and until the access ways have been dedicated to the public and the maintenance thereof has been assumed and accepted by the Consolidated City of Jacksonville, Florida or other body politic then having jurisdiction.

52. Exhibits. In accordance with Section 720.405(2), Florida Statutes, each parcel that is subject to this Revived Declaration is described by a legal description and name of the parcel owner as set forth in Exhibit "A" attached hereto and made a part hereof. The Articles of Incorporation for the Association are contained in Exhibit "B" attached hereto and made a part hereof. The By-Laws for the Association are contained in Exhibit "C" attached hereto and made a part hereof and a graphic description of the real property subject to the Revived Declaration is contained in Exhibit "D" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Association has hereunto set its seal this 1st day of October, 2007.

Signed, sealed and delivered in the presence of:

THE DEERWOOD IMPROVEMENT ASSOCIATION, INC., a Florida corporation not-for-profit

Linda L. Jones-Bowcom
Signature of Witness

By William E. Kight
William E. Kight, President

Linda L. Jones-Bowcom
Printed Name of Witness

Cynthia Glazier
Signature of Witness

Attest John Raines
John Raines, Secretary

Cynthia Glazier
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 1st day of October, 2007, by William E. Kight, as President, and John Raines, as Secretary of The Deerwood Improvement Association, Inc., on behalf of the corporation for the purposes therein expressed.

Personally Known OR
Produced Identification _____

Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

Sign *Douglas L. Scott*

Print Douglas L. Scott
My Commission expires:

FTL_DB: D22634/100264:989403_2



Douglas L. Scott
My Commission DD266548
Expires November 12, 2007



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Post Office Box 9057
Fort Lauderdale, Florida 33310-9057

RE: Deerwood Unit 5 Covenant Revitalization
The Deerwood Improvement Association, Inc.
DCA07-HA-177

Dear Ms. Prettyman:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Deerwood Unit 5, and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.).

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. The president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records. Unless we hear from you within 30 days to make other arrangements, the paper documents you submitted to the Department of Community Affairs will be disposed of after they have been scanned for electronic storage.

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689 or Johnna Mattson, Plan Processor at (850) 921-3761.

Sincerely,

Charles Gauthier, AICP
Director, Division of Community Planning

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

DCA07-HA-177

NOTICE OF RIGHTS

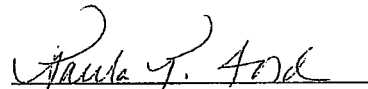
ANY INTERESTED PARTIES ARE HEREBY NOTIFIED OF THEIR RIGHT TO SEEK JUDICIAL REVIEW OF THIS FINAL AGENCY ACTION IN ACCORDANCE WITH SECTION 120.68, FLORIDA STATUTES, AND FLORIDA RULES OF APPELLATE PROCEDURE 9.030(b)(1)(C) AND 9.110.

TO INITIATE AN APPEAL OF THIS FINAL AGENCY ACTION, A NOTICE OF APPEAL MUST BE FILED WITH THE DEPARTMENT'S AGENCY CLERK, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100, WITHIN 30 DAYS OF THE DAY THIS FINAL AGENCY ACTION IS FILED WITH THE AGENCY CLERK. THE NOTICE OF APPEAL MUST BE SUBSTANTIALLY IN THE FORM PRESCRIBED BY FLORIDA RULE OF APPELLATE PROCEDURE 9.900(a). A COPY OF THE NOTICE OF APPEAL MUST BE FILED WITH THE DISTRICT COURT OF APPEAL AND MUST BE ACCOMPANIED BY THE FILING FEE SPECIFIED IN SECTION 35.22(3), FLORIDA STATUTES.

YOU WAIVE YOUR RIGHT TO JUDICIAL REVIEW IF THE NOTICE OF APPEAL IS NOT TIMELY FILED WITH THE AGENCY CLERK AND THE APPROPRIATE DISTRICT COURT OF APPEAL.

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document has been filed with the Department's designated Agency Clerk and that true and correct copies have been furnished to the persons listed below in the manner described, on the 14th day of September, 2007.


Paula P. Ford
Agency Clerk

By U.S. Mail

Loretta Kallay Prettyman, Esquire
Becker & Poliakoff
Post Office Box 9057
Fort Lauderdale, Florida 33310-9057

By Interoffice Delivery

Leslie O. Anderson-Adams
Assistant General Counsel
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Johnna Mattson
Plan Processor
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

DEERWOOD UNIT FIVE & CONTIGUOUS COTTAGE COLONY LAND
DEERWOOD VILLAS I, A CONDOMINIUM
DEERWOOD VILLAS II, A CONDOMINIUM
(all references are to the Public Records of Duval County, Florida)

UNIT FIVE

Deerwood Villas I, a Condominium (See Graphic Description Pages 1 and 2; these following 43 condominium parcels are located in Block 34 of the Plat of Deerwood Unit Five)

Legal Description	Owner
Dwelling No. 1 of DEERWOOD VILLAS I, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3457 at page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 44.	Devdas G. Jhamnani & Kavita D. Jhamnani, his wife
Unit 2 of DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium, recorded in Official Records Book 3457, Page 185, and all valid amendments thereto, of the current public records of Duval County, Florida; together with an undivided interest in the common elements as set forth in the exhibits to the said Declaration of Condominium, as recorded, exemplified, referred to and set forth in said Declaration of Condominium and exhibits thereto.	Necole Loveland
Dwelling No. 3, of DEERWOOD VILLAS I, a condominium (hereinafter called Condominium) according to Declaration of Condominium recorded in Official Records Volume 3467, page 185, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 45.	Debra Quigg
Dwelling Unit 4, DEERWOOD VILLAS I, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 3457, Page 185, as amended from time to time, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 47.	Mark T. Helquist, a single man
Unit No. 5, DEERWOOD VILLAS I, a condominium, according to the Declaration of Condominium recorded in Official Records Volume 3457, page 185, of the current public records of Duval County, Florida. Together with an undivided interest in the common elements appurtenant thereto and together with an exclusive assignment of the Carport and annexed Storage Area constituting a Limited Common Element, designated as L.C.E. No. 48.	Albert H. Hinman & Caroline B. Hinman, husband and wife
Dwelling Unit No. 6, DEERWOOD VILLAS, I, a Condominium, according to Declaration of Condominium recorded in official records Volume 3457, beginning at page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto, also together with a limited common element designated as L.C.E. No. 49. Subject to covenants, restrictions, easements of record and taxes for the current year as described in Warranty Deed recorded in official records Book 13285, pages 2419, official records of Duval County, Florida.	Katherine Kelley Shaw

<p>Dwelling No. 7, DEERWOOD VILLAS I, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in official records Volume 3457, beginning at page 185 of the current public records of Duval County, Florida, together with and exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 50.</p> <p>Subject to all provisions of the Declaration of Condominium of Deerwood Villas I, a Condominium, as described in Warranty Deed recorded in official records volume 3879, pages 438 and 439, official records of Duval County, Florida.</p>	<p>Serena Kirday, an unmarried woman</p>
<p>Dwelling No. 8, of DEERWOOD VILLAS I, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3457, page 185, current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 51.</p>	<p>Murray Tandet and Zahara Tandet, as Trustees of the Murray Tandet Revocable Living Trust dated July 9, 1996 & Zahara Tandet and Murray Tandet as Trustees of the Zahara Tandet Revocable Living Trust dated July 9, 1996</p>
<p>Dwelling No. Nine (9), of DEERWOOD VILLAS I, a condominium, (hereinafter called the Condominium) according to The Declaration of Condominium recorded in Official Records Volume 3457, page 185 of the current public records of Duval County, Florida, and all exhibits and amendments thereof, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. Fifty-two (52).</p>	<p>Earl A. Howell, Jr. & Betty P. Howell</p>
<p>Dwelling Number 10 of DEERWOOD VILLAS I, a condominium (hereinafter called the Condominium), according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. Number 53.</p>	<p>Barbara T. Morton Revocable Trust under Trust Agreement dated September 3, 2003</p>
<p>Dwelling Unit No. 11, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 3457, page 185 and any amendments thereto, of the current public records of Duval County, Florida.</p> <p>Together with an exclusive assignment of the carport and annexed storage area constituting a limited common elements, designated as L.C.E. No. 56.</p>	<p>Arthur J.C. Kloeppe & Laura H. Kloeppe, husband and wife</p>
<p>24-3S-27E DEERWOOD VILLAS I, A CONDOMINIUM DWELLING UNIT NO 12 - O/R BK 4450-216</p>	<p>Teena Strickland</p>
<p>Dwelling No. 13 of DEERWOOD VILLAS I, a condominium, (hereinafter called the condominium) according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 54.</p>	<p>Richard Owen-Thomas & Diann Owen-Thomas, his wife</p>
<p>Unit 14, DEERWOOD VILLAS I, a Condominium, according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185, of the current public records of Duval County, Florida, together with an undivided interest in the common element appurtenant thereto, also together with limited common element designated as L.C.E. No. 57</p>	<p>Earl A. Howell III and Jennifer R. Howell</p>
<p>Unit 15, DEERWOOD VILLAS I, a condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185, of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto.</p>	<p>Mary Anna O'Brien</p>

Unit 16, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185, of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto.	Amy A. Jennings
Dwelling No. 17, DEERWOOD VILLAS I a Condominium (hereinafter called the Condominium) according to the Declaration of Condominium recorded in Official Records Volume 3457 beginning at page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element designated on L.C.E. No. 60.	Jane T. Park & Roger L. Park, wife and husband
24-3S-27E DEERWOOD VILLAS 1, A CONDOMINIUM DWELLING UNIT NO 18 O/R BKS 3508-350, 5101-328	Barbara S Greene
Unit No. 19, together with Carport Unit Number 62, DEERWOOD VILLAS I, a condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, page 185, of the public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto.	Ann- Marie Goyke
Unit No. 20, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto. Also together with the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 63, in the above described Declaration of Condominium.	Frank Genuardi & Shelley Genuardi, husband and wife
Dwelling Unit No. Twenty-One (21), DEERWOOD VILLAS I, a Condominium; according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. Sixty-four (64).	Janet C. Blackmer & Gordon W. Blackmer, her husband
Dwelling Unit 22, DEERWOOD VILLAS I, a Condominium according to the Declaration of Condominium recorded in Official Records Book 3457, page 185 of the current public records of Duval County, Florida together with an undivided interest in the common elements appurtenant thereto, also together with a limited common element designated as L.C.E. No. 65.	Jay K. Schneider, a single man
24-3S-27E DEERWOOD VILLAS 1, A CONDOMINIUM DWELLING UNIT NO 23 PHYLLIS F MURPHY O/R BK 3989-309	Dorothy E. Choate, Et Al
Dwelling No. 24 of DEERWOOD VILLAS I, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185 on the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 67.	John F. Sessions & Elizabeth C. Sessions, his wife, & Kevin F. Sessions, unmarried, as joint tenants with the right of survivorship
Unit No. 25, DEERWOOD VILLAS I, a Condominium according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185 on the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 68.	Marjorie A. Stines
Unit No. 26 DEERWOOD VILLAS I, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium as recorded in Official Records Volume 3457 beginning at page 185 of the current public records of Duval	W. Howard White and Janice L. White

County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 69	
Unit No. 27, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto. Also together with the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 70 in the above described Declaration of Condominium.	William K. Fenwick Jr. and Deanna D. Fenwick, husband and wife
24-3S-27E DEERWOOD VILLAS I, a Condominium Dwelling Unit No 28 O/R BK 6652-488	Gay M Toenjjes
Dwelling No. 29 of DEERWOOD VILLAS I, a Condominium, according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 184, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 72.	Lynetta Smith Miller and Lynda Kay Bridger, as Co-Trustees of the Lynetta Smith Miller Declaration of Living Trust
Condominium Unit 30, DEERWOOD VILLAS I, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 3457, Page 185, as amended from time to time, of the current public records of Duval County, Florida. Together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 73.	Douglas R. Bevan, an unmarried man
Dwelling #31, DEERWOOD VILLAS I, according to Declaration of Condominium recorded in Official Records Volume 3457, page 185, Duval County, Florida, together with the carport and annexed storage area constituting a Limited Common Element, designated L.C.E. #74.	Hameeda Begum Kamal, unmarried
Unit No. 32, DEERWOOD VILLAS I, a condominium, according to the Declaration of Condominium recorded in Official Records Volume 3457, page 185, of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto and together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 75. The Grantee (Philip S. Davis and Leanne T. Davis, as Trustees of the Philip S. Davis Revocable Living Trust U/A dated August 2, 200), its successors, as Trustees, shall have the full power and authority to protect, conserve, sell, lease, encumber and otherwise manage and dispose of the property herein described. Pursuant to the trust "Any document signed by only one Trustee, including but not limited to checks, instructions for transfers of securities, and deeds to real property, will be effective to disburse, sell, convey, or otherwise transfer trust assets and thereby bind the other Trustee or Trustees."	Philip S. Davis and Leanne T. Davis, as Trustees of the Philip S. Davis Revocable Living Trust U/A dated August 2, 2000, as to an undivided one-half interest, and Liesle L. Davis, a single woman, as to an undivided one-half interest, as tenants in common
24-3S-27E DEERWOOD VILLAS I, A CONDOMINIUM DWELLING UNIT NO 33 MARGARITA B O/R BK 6679-455	Jose A Hill
Dwelling No. 34 of DEERWOOD VILLAS I, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium as recorded in Official Records Volume 3457 beginning at page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 77	Joseph Molton Smith III, a single man
Dwelling No. 35 of DEERWOOD VILLAS I, a Condominium, according to Declaration of Condominium recorded in Official	Fawzia Mohyuddin Shaikh, a married woman

Records Book No. 3457, Page 267 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element designated as L.C.E. No. 78.	
Dwelling No. 36 of DEERWOOD VILLAS I, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium as recorded in Official Records Volume 3457 beginning at page 185 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 79	Barbara B. Reid
Unit No. 37 of DEERWOOD VILLAS I, a Condominium, according to Declaration of Condominium recorded in Official Records Book No. 3457, Page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto, also together with the carport and annexed storage area constituting a limited common element designated as L.C.E. No. 80	Jonathan M. Norman and Hillary T. Hope, as joint tenants with rights of survivorship
Dwelling No. 38 of DEERWOOD VILLAS I, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3457, beginning at page 185, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 81.	Walter W. Baucom, Jr. & Linda L. Jones,
Unit No. 39, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto.	Charles Max Katz, a single man and Michelle Zara Katz, a single woman as joint tenants with rights of survivorship
Unit No. 40, DEERWOOD VILLAS I, a condominium, according to the Declaration of Condominium recorded in Official Records Volume 3457, Page 185, of the current public records of Duval County, Florida. Together with an undivided interest in the common elements appurtenant thereto and together with an exclusive assignment of the Carport and annexed Storage Area constituting a Limited Common Element, designated as L.C.E. No. 83.	Johanne C. Hakey, a single person
Dwelling No. 41, DEERWOOD VILLAS I, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 3457, Page 185, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 84.	Peter J. Fryefield, a single man
24-3S-27E DEERWOOD VILLAS I, a Condominium Dwelling Unit No 42 O/R BK 3909-270	Evelyn Landon B/M
Unit No. 43, DEERWOOD VILLAS I, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3457, Page 185 of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto. Also together with the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 80 in the above described Declaration of Condominium.	Andrew Azis and Denise Azis, husband and wife

Deerwood Villas II, a Condominium (See Graphic Description on Page 1, Page , Page 3)

Dwelling Unit No. 101 of DEERWOOD VILLAS II, a condominium, according to the Declaration of Condominium recorded in Official Records Book 3776, page 791, of the current public records of Duval County, together with an undivided interest in the common elements appurtenant thereto; also together with the carport and annexed storage area constituting a limited common element, designated at L.C.E. No. 201.	Terry L. Manier, Sr., a single person
Dwelling No. 102 of DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium recorded in Official Records Volume 3776, Page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 202.	Gordon H. Law & Merry Diane Law, husband and wife
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 103 O/R BK 6151-373	Sally J Kircher
Condominium Unit No. 104, of DEERWOOD VILLAS II, a Condominium according to the Declaration thereof, as recorded in Official Records Book 3776, at Page (s) 791, of the current Public Records of Duval County, Florida.	Thelma Scheff, as Trustee of Thelma Scheff Revocable Trust, dated May 7, 2004
Lot Dwelling No. 105, of DEERWOOD VILLAS II, a condominium, according to Declaration of Condominium recorded in Official Records Volume 3776, page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited common element, designated as L.C.E. No. 205	Betty Ann Huelster, a single woman & Kathrine M. Huelster, a single woman, as joint tenants with rights of survivorship
Dwelling No. 106 of DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 3776, Page 791 of the public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 206.	Deborah A. Krieger
Unit No. 107, DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3776, page 791, of the current public records of Duval County, Florida; together with an undivided interest in the common elements appurtenant thereto; together with an Exclusive Assignment of the Carport and Annexed Storage Area Constituting a Limited Common Element, Designated as L.C.E. No. 207.	William H. Dukelow & Carolyn W. Dukelow, husband and wife
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 108 O/R BK 4614-470	Jay L. Severance Jr.
Condominium Unit No. 109, of DEERWOOD VILLAS II, a Condominium according to the Declaration thereof, as recorded in Official Records book 3776, page 791 of the public records of Duval County, Florida.	Arthur W. Browning, Jr. and Deborah C. Browning
Dwelling No. 110, of DEERWOOD VILLAS II, a Condominium, according to Declaration of Condominium recorded in Official Records Volume 3776, page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 210 and together with an undivided interest in the common elements appurtenant thereto.	Kelly D. Feese, a single person
Dwelling No. 111, of DEERWOOD VILLAS II, a Condominium according to the Declaration of Condominium as recorded in Official Records Volume 3776, page 791, of the	Thelma Scheff

current public records of Duval County, Florida; together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 211.	
Unit No. 112, DEERWOOD VILLAS II, a condominium, according to the Declaration of Condominium as recorded in Official Records Volume 3776, page 791, of the public records of Duval County, Florida together with an undivided interest in the common elements appurtenant thereto and together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 212.	Richard M. Schrader & Jean G. Schrader, as Trustees, of The Schrader Trust Agreement, under agreement dated February 18, 1998
24-3S-27E DEERWOOD VILLAS II, a Condominium Dwelling Unit 113 O/R BK 5822-346	Suzanne B Griffin
Dwelling Unit No. 114, of DEERWOOD VILLAS II, a Condominium, hereinafter called the Condominium according to Declaration of Condominium recorded in Official Records Volume 3776, beginning at page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. no. 214.	Edward E. Canzano, II & Lucille A. Canzano, husband and wife
Dwelling No. 115, of DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium as recorded in Official Records volume 3776, Page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 215.	Donald L. Rindfleisch, a married man
24-3S-27E DEERWOOD VILLAS II, a Condominium Dwelling Unit 116 Florence M O/R BK 4161-355	Leo F Hall
Dwelling No. 117 of DEERWOOD VILLAS II, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776, beginning at Page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and the annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 217.	Darrell C. McIlwain, a single person
Dwelling Unit No. 118, DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium recorded in Official Records Volume 3773, page 791, of the current public records of Duval County, Florida; together with an undivided interest in the common elements appurtenant thereto.	Jacqueline Y. Aquino, a single person
Condominium Unit 119, DEERWOOD VILLAS II, a Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 3776, Page 791, as amended from time to time, of the Public Records of Duval County, Florida.	Eric Steinmann, a married person
Dwelling No. 120 of DEERWOOD VILLAS II, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776, beginning at page 791, current public records of Duval County, Florida	William Nickerson & Margaret J. Nickerson as Trustees of the Nickerson Family Revocable Living Trust dated October 23, 2002
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 121 O/R BK 4280-1112	Frances D Paxson
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 122 O/R BK 4082-853	Janice S Blair
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 123	Patricia Buckner Lipford
24-3S-27E DEERWOOD VILLAS II, a Condominium	Charlie G Hamrick Jr

Dwelling Unit 124 Jacqueline W O/R BK 5186-62	
Dwelling Unit No. 125, of DEERWOOD VILLAS II, a Condominium, according to the Declaration of condominium recorded in Official Records book 3776, page 791, of the current public records of Duval County, Florida; together with an undivided interest in the common elements appurtenant thereto; also together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.P. Number 225;	Vicki A. Dugan, unmarried
Dwelling No. 126, of DEERWOOD VILLAS II, a Condominium, according to Declaration of Condominium recorded in Official Records volume 3776, page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 226.	Jessie S. Booth, a single person
Lot 127, DEERWOOD VILLAS II, a condominium, according to the Declaration of Condominium as recorded in O.R. Book 3776, page 791, of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto	Thomas G. Becker & Mary Elizabeth Becker
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 128 Kathryn C O/R BK 4015-512	Charles B Durham
Dwelling No. 129 of DEERWOOD VILLAS II, a Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776 beginning at page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 229, and together with an undivided interest in the common elements appurtenant thereto.	Sue P. Patton, as Trustee of the Sue P. Patton Revocable Trust dated January 23, 1992
Dwelling No. 130, of DEERWOOD VILLAS II, a Condominium, according to Declaration of Condominium recorded in Official Records Volume 3776, Page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 230.	Stanley M. Weston, an unmarried man
Dwelling No. 131, of DEERWOOD VILLAS II, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Book 3776, beginning at Page 791, of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 231.	Rennie William Hardy
Dwelling No. 132 of DEERWOOD VILLAS II, a condominium (hereafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776, beginning at page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 232.	Anne Richman Burroughs, a married woman
Dwelling Unit No. 133, of DEERWOOD VILLAS II, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 3776, Page 791, of the current public records of Duval County, Florida, together with an undivided interest in the common elements appurtenant thereto; also together with an exclusive assignment of the carport and annexed storage area constituting a limited common element, designated as L.C.E. No. 233.	John F. Adams, a single person
Dwelling No. 134 of DEERWOOD VILLAS II, a	Georgianne M. Rousseau &

Condominium, (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776, beginning at page 791 of the current public records of Duval County, Florida together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 234.	Robert B. Mitchell
Dwelling No. 135 of DEERWOOD VILLAS II, a Condominium (hereinafter called the Condominium) according to Declaration of Condominium recorded in Official Records Volume 3776 beginning at page 791 of the current public records of Duval County, Florida, together with an exclusive assignment of the carport and annexed storage area constituting a Limited Common Element, designated as L.C.E. No. 235.	Adolph R. Mangels
24-3S-27E DEERWOOD VILLAS II, Condominium Dwelling Unit 136 O/R BK 5958-1712	Mildred Morgan

Unplatted Parcels 11 through 18 platted as Lots 1 through , Block 32

<p>A portion of Lot 4 in Block 32 of DEERWOOD, UNIT FIVE, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For point of beginning commence at the Northwest corner of the aforementioned Lot 4, and run South 89 degrees 49 minutes 11 seconds East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point; run thence South 2 degrees 21 minutes 39 seconds East a distance of 197.72 feet to a point on the Southerly boundary of the aforementioned Lot 4; run thence along said Southerly boundary and along the arc of a curve, concave Northerly and having a radius of 878.02 feet, a chord distance of 60.84 feet to a point, the bearing of the aforementioned chord being North 82 degrees 51 minutes 38 seconds West, run thence North 2 degrees 21 minutes 39 seconds West a distance of 190.34 feet to the Point of Beginning.</p>	<p>Eduardo J. Morales & Georgina Morales, his wife</p>
<p>A parcel of land, comprised of portions of Lot 3 and 4, Block 32, Deerwood, Unit Five, according to plat recorded in the current public records of Jacksonville, Duval County, Florida, in Plat Book 34, pages 41 and 41A, more particularly described as follows: For a point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89 degrees 49 minutes 11 seconds East, along the Northerly boundary of said Lot 4, a distance of 60.06 feet to a point for point of beginning. From the Point of Beginning thus described, continue South 89 degrees 49 minutes 11 seconds East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2 degrees 21 minutes 39 seconds East a distance of 200.89 feet to a point on the Southerly boundary of the aforementioned Lot 3; run thence along the Southerly boundary of the aforementioned Lot 3 and Lot 4, along the arc of a curve, concave Northerly and having a radius of 878.02 feet; a chord distance of 60.28 feet to a point; the bearing to the aforementioned chord being North 86 degrees 48 minutes 48 seconds West; run thence North 2 degrees 21 minutes 39 seconds West a distance of 197.72 feet to the point of beginning.</p>	<p>Frank P. Lucente & Jean E. Lucente, his wife</p>
<p>A parcel of land comprised of portions of Lot 3 and Lot 4 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For point of reference, commence at the Northwest corner of the aforementioned Lot 4, and run South 89°49'11" East, along the Northerly boundary of said Block 32, a distance of 120.12 feet to a point for Point of Beginning. From the Point of Beginning thus described, continue South 89°49'11" East, along said Northerly boundary, a distance of 60.06 feet to a point; run thence South 2°21'39" East a distance of 199.92 feet to a point on the Southerly boundary of the aforementioned Lot 3, and along the arc of a curve, concave Northerly and having a radius of 678.02 feet, a chord distance of 60.03 feet to a point, the bearing of the aforementioned chord being South 89°15'38" West; run thence North 3°21'39" West a distance of 200.89 feet to the Point of Beginning.</p>	<p>Janet Ellyn Douglas as Trustee of the Janet Ellyn Douglas Revocable Living Trust dated August 1, 1991</p>
<p>A parcel of land comprised of portions of Lot 2 and 3 in Block 32 of DEERWOOD, Unit Five, according to the plat thereof recorded in Plat Book 34 at Pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For Point of Reference, commence at the Northwest corner of the aforementioned Block 32 and run South 89°49'11" East along the Northerly boundary of said Block 32 a distance of 180.18 feet to a</p>	<p>Joyce M. Chappell Middleton</p>

<p>point for Point of Beginning. From the Point of Beginning thus described, continue South 89°49'11" East along the Northerly boundary of the aforementioned Lot 3, a distance of 45.23 feet to an angle point; run thence North 63°24'19" East along said Northerly boundary, a distance of 25.00 feet to a point; run thence South 9°25'54" East a distance of 237.07 feet to a point on the Southerly boundary of the aforementioned Lot 2; run thence along the Southerly boundary of the aforementioned Lot 2 and Lot 3 as follows: First course, along the arc of a curve, concave Northeasterly and having a radius of 50.95 feet, a chord distance of 26.54 feet to a point of reverse curvature, the bearing of the aforementioned Chord being North 73°35'38" West; Second Course along the arc of a curve, concave Southerly and having a radius of 110.00 feet, a chord distance of 65.77 feet to a point of reverse curvature, the bearing of the aforementioned chord being North 75°53'15" West; Third Course, along the arc of a curve concave Northerly and having a radius of 878.02 feet, a chord distance of 8.97 feet to a point, the bearing of the aforementioned chord being South 87°00'33" West; run thence North 02°21'39" West a distance of 199.92 feet to the Point of Beginning.</p>	
<p>A parcel of land comprised of portions of Lot 2 and 3 in Block 32 of DEERWOOD, UNIT FIVE, according to the plat thereof recorded in Plat Book 34 at Pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For Point of Reference, commence at the Northwest corner of the aforementioned Block 32, and run along the Northerly boundary of said Block 32, as follows: First Course, South 89°49'11" East, a distance of 225.41 feet to an angle point; Second Course, North 63°24'19" East, a distance of 25.00 feet to a point for Point of Beginning. From the Point of Beginning thus described, continue North 63°24'19" East along the Northerly boundary of the aforementioned Block 32, a distance of 75.00 feet to a point; run thence South 21°54'21" East, a distance of 222.72 feet to a point on the Southerly boundary of the aforementioned Block 32, as follows: First Course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 89.41 feet to a point of reverse curvature, the bearing of the aforementioned chord being South 57°55'55" West; Second Course, along the arc of a curve, concave Northerly and having a radius of 50.95 feet, a chord distance of 37.96 feet to a point, the bearing of the aforementioned chord being South 69°26'26" West; run thence North 9°25'54" West, a distance of 237.07 feet to the Point of Beginning.</p>	<p>Maryanne F. Bungay and Thomas M. Bungay, wife and husband</p>
<p>A parcel of land comprised of portions of Lots 2 and 3 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For point of reference, commence at the Northwesterly corner of the aforementioned Block 32, and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 100.00 feet to a point for Point of Beginning. For the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 28°15'27" East a distance of 229.51 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary as follows: first course, along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 97.71 feet to a point of</p>	<p>Mark N. Person & Maxine L. Person, husband and wife</p>

<p>reverse curvature, the bearing of the aforementioned chord being South 65°26'35" West; second course, along the arc of a curve, concave Southeasterly and having a radius of 244.65 feet, a chord distance of 27.50 feet to a point, the bearing of the aforementioned chord being South 71°41'00" West; run thence North 21°54'21" West a distance of 222.72 feet to the Point of Beginning.</p>	
<p>A parcel of land comprised of portions of Lots 1 and 2 in Block 32 of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34 at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: For point of reference, commence at the Northwesterly corner of Lot 4 in said Block 32 and run along the northerly (or northwesterly) boundary of said Block 32 as follows: first course, South 89°49'11" East a distance of 225.41 feet to an angle point; second course, North 63°24'19" East a distance of 200.00 feet to a point for Point of Beginning. From the Point of Beginning thus described, continue North 63°24'19" East along said boundary of Block 32 a distance of 100.00 feet to a point; run thence South 35°26'13" East a distance of 186.94 feet to a point on the southerly boundary of said Block 32; run thence along said southerly boundary, being along the arc of a curve, concave Northwesterly and having a radius of 296.52 feet, a chord distance of 130.00 feet to a point, the bearing of the aforementioned chord being South 43°17'49" West; run thence North 28°15'27" West a distance of 229.51 feet to the Point of Beginning.</p>	<p>Vincent Petrocelli & Frances Petrocelli, his wife</p>
<p>A parcel of land comprised of a portion of Lot 1 in Block 32, of Deerwood, Unit Five, according to the plat thereof recorded in Plat Book 34, at pages 41 and 41A of the current public records of Duval County, Florida, more particularly described as follows: Begin at the extreme easterly corner of said Lot 1 and run South 30°39'20" West along the southeasterly line of said Lot 1 and along the westerly (at this point) right of way line of Parcel F of Deerwood, Unit Two, according to the plat thereof recorded in Plat Book 33 at page 58 of said public records a distance of 179.19 feet to a point; run thence North 35°26'13" West a distance of 186.94 feet to a point on the northwesterly (or rear) lot line of said Lot 1; run thence North 63°24'19" East along said line a distance of 122.98 feet to the most northerly corner of said Lot 1; run thence South 59°20'40" East along the northerly or northeasterly line of said Lot 1 a distance of 104.37 feet to the Point of Beginning.</p>	<p>John A. Gillcrist & Stephanie Gillcrist, his wife</p>

Contiguous Cottage Colony Land (See Graphic Description page 2

<p>A portion of Section Twenty-four (24), Township Three (3) South, Range Twenty-seven (27) East, Jacksonville, Duval County, Florida, more particularly described as follows: For point of reference, commence at the Southwesterly corner of Lot Four (4), Block Thirty-two (32), DEERWOOD, Unit Five (5), according to plat recorded in the public records of said County in Plat Book Thirty-four (34), pages 41 and 41 A, said point being the Northerly right of way line of Parcel "A-A" (Leisure Lane), a Sixty (60) foot right of way, as shown on said plat and run North Seventy-six (76) degrees Forty-one (41) minutes Seven (07) seconds West, a distance of Twenty-one (21.00) feet to a point of tangency in said line; run thence North Seventy-six (76) degrees Zero (00) minutes Zero (00) seconds West, along said Northerly right of way line, a distance of Fifty-four and Fifty Hundredths (54.50) feet to a point for point of beginning. From the point of beginning thus described, continue North Seventy-six (76) degrees Zero (00) minutes Zero (00) Seconds West, and along said right of way line, a distance of Forty-four and Forty Hundredths (44.40) feet to a point; run thence North Fourteen (14) degrees Zero (00) minutes Zero (00) seconds East a distance of Five and Eighty Hundredths (5.80) feet to a point; run thence North Seventy-six (76) degrees Zero (00) minutes Zero (00) seconds West, a distance of Twenty-two and Ten Hundredths (22.10) feet to a point; run thence North Fourteen (14) degrees Zero (00) minutes Zero (00) seconds East a distance of Fifty-one and Twenty Hundredths (51.20) feet to a point; run thence North Seventy-nine (79) degrees Eight (08) minutes Fifty-four seconds East, a distance of One Hundred Four and Sixty-nine (104.69) feet to a point; run thence South Fourteen (14) degrees Zero (00) minutes Zero (00) seconds West a distance of Ninety-five and Twenty Hundredths (95.20) feet to a point; run thence North Seventy-six (76) degrees, Zero (00) minutes Zero (00) minutes Zero (00) seconds West; a distance of Twenty-eight and Fifty Hundredths (28.50) feet to a point, run thence South Fourteen (14) degrees Zero (00) minutes Zero (00) seconds West; a distance of Five and Eighty Hundredths (5.80) feet to the point of beginning.</p>	<p>Josephine Jennings</p>
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<p>A portion of Section 24, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For point of reference, commence at the Southwesterly corner of Lot 4, Block 32, DEERWOOD, UNIT FIVE, according to plat recorded in the public records of said County in Plat Book 34, Pages 41 and 41A, said point being in the Northerly right of way line of Parcel "A-A" (Leisure Lane), a 60-foot right of way, as shown on said plat, and run N-76°41'07"W. a distance of 21.00 feet to a point of tangency in said line; run thence N-76°00'00"W., along said Northerly right of way line, a distance of 121.00 feet to a point of beginning. From the point of beginning thus described, continue N 76°00'00"W., and along said right of way line, a distance of 7.2 feet to a point; run thence N-14°00'00" E. a distance of 2.8 feet to a point; run thence N-76°00'00" W. a distance of 5.9 feet to a point; run thence S-14°00'00"W. a distance of 2.8 feet to a point in the Northerly right of way line of said Parcel "A-A' run thence N-76°00'00" W., along said right of way line, a distance of 17.9 feet to a point, run thence N-14°00'00"E. a distance of 98.10 feet to a point; run thence N-68°42'58"E. a distance of 154.36 feet to a point; run thence S-14°00'00"W. a distance of 86.26 feet to a point; run thence S-79°08'54"W. a distance of 104.69 feet to a point; run thence S14°00'00"W. a distance of 57.00 feet to the point of beginning.</p>	<p>Chris Eaton</p>
<p>A portion of Section 24, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, and being more particularly described as follows: For a point of Reference. Commence at the Southwesterly corner of Lot 4, Block 32, DEERWOOD, UNIT FIVE, according to the plat recorded in Plat Book 34, pages 41 and 41A, of the current public records of said county, said point also being on the Northerly Right of Way line of PARCEL "AA", (also known as LEISURE LANE, a 60 foot Private Road Right of Way as shown on said plat) and run the following two (2) courses and distances: Course No. 1: Westerly along and around the arc of a curve being concave Northerly and having a radius of 878.02 feet an arc distance of 21.00 feet to the point of tangency of said curve last said arc being subtended by a chord bearing and distance of N 76 degrees 41'07"W, 21.00 feet; Course No. 2: run thence N 76 degrees 00'00" W, a distance of 181.00 feet to the Easterly line of lands described and recorded in Official Records Volume 6106, pages 326 of said public records; run thence N 14 degrees 00'00" E, along Easterly line, a distance of 192.01 feet to the Northerly Line of said lands and the Point of Beginning. From the POINT OF BEGINNING thus described run N 74 degrees 14'11"W, along said Northerly line of said lands described in Official Records Volume 6106, page 326 of said public records a distance of 87.05 feet to a point; run thence N 14 degrees 00'00"E, along a Northerly extension of the Westerly line of said lands described in Official Records Volume 6106, page 326, a distance of 18.89 feet to a point; run thence South 62 degrees 04'38"E, a distance of 89.64 feet to the POINT OF BEGINNING. The lands thus described contain 822 square feet more or less in area.</p>	<p>Allen B Miller</p>

<p>A portion of Section 24, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For a point of reference, commence at the Southwesterly corner of Lot 4, Block 32, DEERWOOD, UNIT FIVE, according to plat recorded in the Public Records of said County in Plat Book 34, Pages 41 and 41A, said point being in the Northerly right of way line of Parcel "A-A" (Leisure Lane), a 60 foot right of way, as shown on said plat, and run North 76°41'07" West, a distance of 21.00 feet to a point of tangency in said line; run thence North 76°00'00" West along said Northerly right of way line, a distance of 201.00 feet to a point for POINT OF BEGINNING.</p>	<p>Allan H Cheiken</p>
<p>A portion of Section 24, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For a point of reference, commence at the southeasterly corner of Lot 1, Block 33, Deerwood, Unit Five, according to the plat thereof recorded in the public records of said county, in Plat Book 34, pages 41 and 41A, said point being in the northerly right of way line of parcel "AA", (Leisure Lane) a 60.00 foot right of way as shown on said plat and run North 65°18'39" East, a distance of 35.04 feet to a point in said right of way line for a point of beginning; from the point of beginning run North 08°59'30" West, a distance of 52.02 feet to a point; run thence Southwesterly along said right of way line and along the arc of the curve concave southeasterly and having a radius of 134.00 feet, a chord distance of 52.51 feet to the point of beginning, the bearing of the aforementioned chord being South 84°07'12" West.</p>	<p>Thomas W Reynolds Jr et al</p>
<p>A part of Section 24, Township 3 South, Range 27 East, Jacksonville Duval County, Florida, being more particularly described as follows: For a POINT OF BEGINNING, COMMENCE, at the Southerly end of the Easterly most Lot Line of Lot 1, Block 33, of Deerwood Unit Five, as recorded in Plat Book 34, Pages 41 and 41A, of the current public records of Duval County, Florida, said point being on the Northerly boundary of Parcel "AA" as shown on said plat; thence North 08 degrees 59 minutes 30 seconds West, along said Easterly most Lot Line at its intersection with the Southeasterly most line of Tract 26, said Deerwood Unit Five; thence North 48 degrees 36 minutes 30 seconds East, along said Southeasterly most line of Tract 26, a distance of 50.70 feet; thence North 21 degrees 52 minutes 30 seconds East, along the Easterly most line of said Tract 26, a distance of 21.88 feet; thence South 75 degrees 21 minutes 48 seconds East, a distance of 87.84 feet; thence South 14 degrees 00 minutes 00 seconds West, a distance of 88.41 feet; thence South 08 degrees 59 minutes 30 seconds East, a distance of 52.02 feet to a point on the aforementioned Northerly boundary of Parcel "AA", said point also lying on a curve concave Southeasterly, having a radius of 134.00 feet; thence Southwesterly along the arc of said curve and along said Northerly boundary of Parcel "AA", a chord bearing of South 64 degrees 59 minutes 05 seconds West, a chord distance of 34.83 feet to the POINT OF BEGINNING.</p>	<p>Thomas F Rush</p>
<p>24-3S-27E PT RECD O/R BKS 4368-49, 5999-1325</p>	<p>James L Garland</p>

<p>A portion of Section 24, Township 3 South, Range 27 East, Jacksonville, Duval County, Florida, more particularly described as follows: For point of reference, commence at the Southwesterly corner of Lot 4, Block 32, DEERWOOD, UNIT FIVE, according to plat recorded in the Public Records of said County in Plat Book 34, Pages 41 and 41 A, said point being in the Northerly right of way line of Parcel "A-A" (Leisure Lane), a 60-foot right of way, as shown on said plat, and run North 76 degrees 41 minutes 07 seconds West a distance of 21.00 feet to a point of tangency in said line; run thence North 76 degrees 00 minutes 00 seconds West, along said Northerly right of way line, a distance of 152.00 feet to a point for point of beginning. From the point of beginning thus described, continue North 76 degrees 00 minutes 00 seconds West, and along said right of way line, a distance of 29.00 feet to a point, run thence North 14 degrees 00 minutes 00 seconds East a distance of 192.04 feet to a point; run thence South 74 degrees 14 minutes 11 seconds East, a distance of 155.07 feet to a point; run thence South 68 degrees 42 minutes 58 seconds West, a distance of 154.36 feet to a point; run thence South 14 degrees 00 minutes 00 seconds West a distance of 98.10 feet to the point of beginning.</p>	<p>Harry R Trevett</p>
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TALLAHASSEE FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE DEERWOOD IMPROVEMENT ASSOCIATION, INC.,
a corporation not for profit**

These Articles of Amendment to Articles of Incorporation of The Deerwood Improvement Association, Inc., a Florida nonprofit corporation, are made effective December 6, 2004, by THE DEERWOOD IMPROVEMENT ASSOCIATION, INC., (the "Association").

RECITALS:

A. The name of the corporation is The Deerwood Improvement Associations, Inc., the original Articles of Incorporation of which were filed with the Florida Department of State on or about June 14, 1963, under document number 705758.

B. The Association desires to amend and restate its Articles of Incorporation as more particularly described hereafter. These Articles of Amendment have been proposed by the Board of Directors of the Association and have been approved by a majority vote of a quorum of the Members of the Association presently entitled to vote at a meeting of such members of the Association held on December 6, 2004.

NOW THEREFORE, the Association hereby amends and restates its Articles of Incorporation as follows:

1. The body of the Articles of Incorporation is deleted in its entirety and replaced with the following:

I. NAME AND DEFINITIONS.

The name of this corporation shall be The Deerwood Improvement Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions and Restrictions for Deerwood recorded in the public records of Duval County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be C/O May Management, 10036 Sawgrass Dr. W. #1, Ponte Vedra Beach, FL 32082 or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

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III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Deerwood; and to enhance the value of the property within Deerwood; to endeavor to see that ad valorem taxes levied on said property are uniform and fair; to endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to property within Deerwood; to provide for the maintenance, improvement and beautification of access ways, parkways, lakes and ponds in Deerwood; and to engage in such other activities as may be to the benefit of other property owners within Deerwood, and as shall be specified from time to time in the Bylaws.

B. To own, maintain, repair and replace the Common Area, including without limitation the streets, streetlights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permits applicable to the Property, and applicable District rules, and to assist in the enforcement of the provisions of the Declaration which relate to the Surface Water or Stormwater Management System.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and

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agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERSHIP AND VOTING.

A. There shall be one class of members in the Association, which shall consist only of persons owning real property in the Deerwood subdivisions, and each such person, upon acquisition
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of title to such real property, automatically shall become a Member of the Association. Where two or more persons are joint owners of such real property, one, and only one of such persons, who shall be designated by all of such joint owners, shall become such Member. Where a corporation owns such real property, one, and only one of its stockholders, to be designated by its stockholders, shall become such Member. Whenever a Member shall cease to own real property in one of the Deerwood subdivisions or shall cease to own stock in a corporation that owns real property therein, the membership of such Member automatically shall terminate without action by the Association.

B. All Members shall be entitled to vote for the election of directors of the Association and upon any other matters that require a permit a vote of the Members, and each Member shall be entitled to one (1) vote.

C. The affirmative vote of the majority of the Members present at a duly called meeting of the Members at which a quorum is present, or cast by written ballot of a quorum of the Membership, shall be binding on the Members and on the Association.

VI. ASSESSMENTS.

The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of eleven (11) Directors who shall be Members of the Association. Directors shall be elected by the Members of an annual meeting of the Members or at such other time as may be specified in the Bylaws. Each District (as described below) within Deerwood shall be entitled to elect one Director by majority vote among its residents from at least two nominees, and the remaining number of Directors shall be elected at-large by majority vote of all Members. A District for these purposes shall mean the districts labeled District 1 through District 8 on the map of Deerwood attached hereto as Exhibit A.

B. Elections shall be by majority vote. In the event more than two candidates run for any single position on the Board of Directors, the candidates shall be elected using an instant runoff procedure. For each Director for which a Member is entitled to vote, such Member shall vote for a first choice candidate, a second choice candidate, and a third choice candidate. In the event that no single candidate receives a majority of first choice votes, an instant runoff shall be held as follows:

(1) the candidate receiving the lowest percentage of first choice votes shall be eliminated;

(2) the second choice votes of Members voting for the eliminated candidate as their first choice shall then be allocated to the remaining candidates and added to the first place votes for such remaining candidates. For the purposes of this instant runoff procedure,

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the second choice votes of such Members shall then be deemed their first choice votes, and the third choice votes of such Members shall then be deemed their second choice votes;

- (3) in the event that the allocation of the second choice votes of Members whose first choice candidate has been eliminated results in any single candidate receiving a majority vote, that candidate shall be elected to the Board of Directors;
- (4) in the event that that allocation of the second choice votes of Members whose first choice candidate has been eliminated does not result in any single candidate receiving a majority vote, the candidate receiving the lowest percentage of votes following such allocation shall be eliminated, and the second choice votes of Members voting for that eliminated candidate shall then be allocated to the remaining candidates and added to the first choice votes for such candidates in addition to the votes previously allocated to such candidates pursuant to subsection (2) above;
- (5) this instant run-off procedure shall be repeated until a majority of votes have been allocated to a single candidate, and that candidate shall be elected to the Board of Directors;
- (6) in the event that this instant runoff procedure fails to result in any single candidate receiving a majority vote, the then elected Board shall appoint one candidate to the Board of Directors from the candidates who have not been eliminated from the election by the instant runoff procedure set forth above.

VIII. OFFICERS.

A. The Officers of the Association, who shall manage its affairs under the direction of Board of Directors, shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect or appoint. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws.

IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

X. BYLAWS.

The Members shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by a vote of a majority of the Members present at a meeting thereof at which a quorum is present.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

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Amendments to these Articles may be proposed and adopted as follows: Every amendment shall first be proposed by the Board of Directors and shall then be approved by a majority of the Members present at any meeting thereof at which a quorum is present. Each approved amendment shall include a recital that it has been approved by the Members, shall be executed and acknowledged by the President or Vice President, and shall be filed in accordance with law. St. Johns River Water Management District must approve any amendments as to any matters pertaining to the Surface Water or Stormwater Management System.

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of *nolo contendere* or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. If no municipal or governmental authority will accept such dedication, the assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21th day of December, 2004, by Thomas O. McConnell, as President of The Deerwood Improvement Association, Inc., a Florida nonprofit corporation, on behalf of the corporation.



Jayson Sturm
(Print Name Jayson Sturm)
NOTARY PUBLIC
State of Florida at Large
Commission # DO 182585
My Commission Expires: Feb 4, 2007

Personally Known _____
or Produced I.D. ✓
[check one of the above]

Type of Identification Produced
Florida Drivers License

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**AMENDED AND RESTATED BYLAWS
OF
THE DEERWOOD IMPROVEMENT ASSOCIATION, INC.**

The following amended and restated Bylaws of The Deerwood Improvement Association, Inc. were approved by a majority vote of the Members at a duly called meeting held on DECEMBER 6, 2004. The Bylaws are hereby amended and restated as follows:

I. DEFINITIONS.

All defined terms contained herein that are defined in the Declaration Covenants, Conditions and Restrictions for Deerwood ("Declaration") recorded in the public records of Duval County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of The Deerwood Improvement Association, Inc. ("Association") shall be located in Jacksonville, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment, and suspension of such other privileges as the Board may from time to time deem appropriate, including without limitation, bar code gate access privileges.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board. A Director elected or

appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. The Board of Directors shall be elected by a majority vote of the Members present, in person or by proxy, at a meeting of the Members as more particularly set forth in the Articles of Incorporation.

B. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled and (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

C. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

D. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members, and shall take office at the next regular Board meeting.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon.
5. To authorize and cause the Association to enter into contracts for the

day-to-day operation of the Association and the discharge of its responsibilities and obligations.

6. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

7. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. Officers need not be members of the Board of Directors.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held within twenty-one (21) days of the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. Any officer may hold two or more offices, except that the President shall not also be the Secretary or Assistant Secretary, and in no event shall one person sign a single instrument in more than one capacity.

F. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments, and shall be ex officio a member of all standing committees, and shall have the general powers and duties of supervision and management usually vested in the President of a corporation.

G. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

H. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members, and shall give and serve all notices on behalf of the Association.

I. The Treasurer shall receive and deposit in appropriate bank accounts all monies of

the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

J. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

K. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. ACCOUNTING PERIOD AND ANNUAL REPORTS.

The accounting period for the Association shall be the calendar year, and as soon as practicable after the end of each calendar year, the Board of Directors shall submit to the Members a report showing the financial condition of the Association and an accounting of the financial transactions during such year.

XII. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held in March at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than twenty-five (25%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XIII. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person or by proxy at a meeting of the Members, or by a written ballot that each Member personally casts.

XIV. SEAL.

The Association shall have a seal in circular form having within its circumference the words:

The Deerwood Improvement Association, Inc., not for profit, 1963-Seal.

XV. AMENDMENTS.


These Bylaws may be altered, amended, or repealed by a vote of a majority of the Members present, in person or by proxy, at a meeting thereof at which a quorum is present.

Amendments shall be effective on the date of passage by the Members and no amendment need be recorded in the public records of Duval County, Florida.

XVI. INCONSISTENCIES.

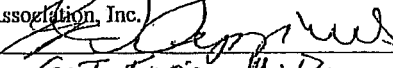
In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Dated: 6 December 2007.



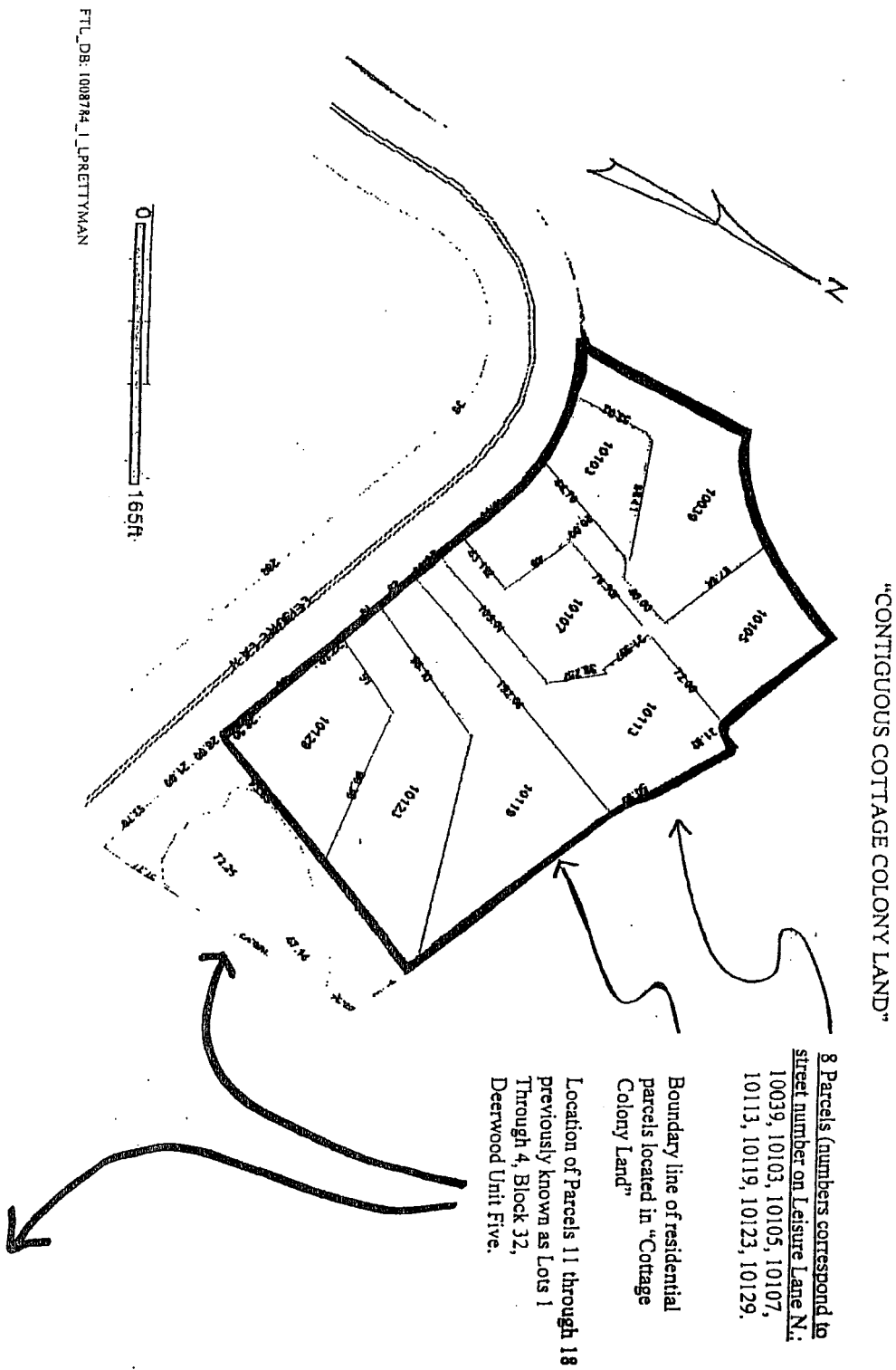
THOMAS O. MCCONNELL

(Print Name)
President of The Deerwood Improvement
Association, Inc.



G. J. Epp, M.D.

(Print Name)
Secretary, The Deerwood Improvement
Association, Inc.



"CONTIGUOUS COTTAGE COLONY LAND"

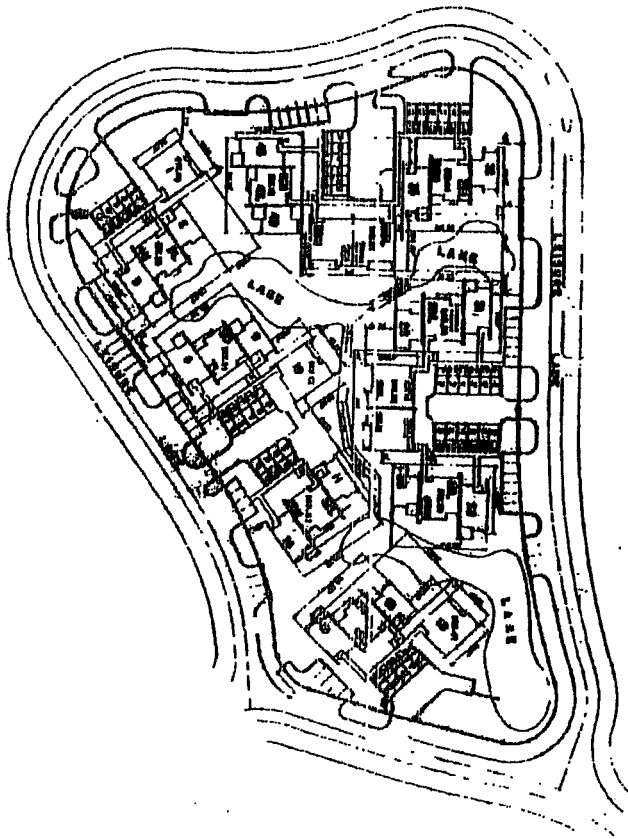
8 Parcels (numbers correspond to street number on Leisure Lane N.):
10039, 10103, 10105, 10107,
10113, 10119, 10123, 10129.

Boundary line of residential parcels located in "Cottage Colony Land"

Location of Parcels 11 through 18 previously known as Lots 1 Through 4, Block 32, Deerwood Unit Five.

GRAPHIC DESCRIPTION

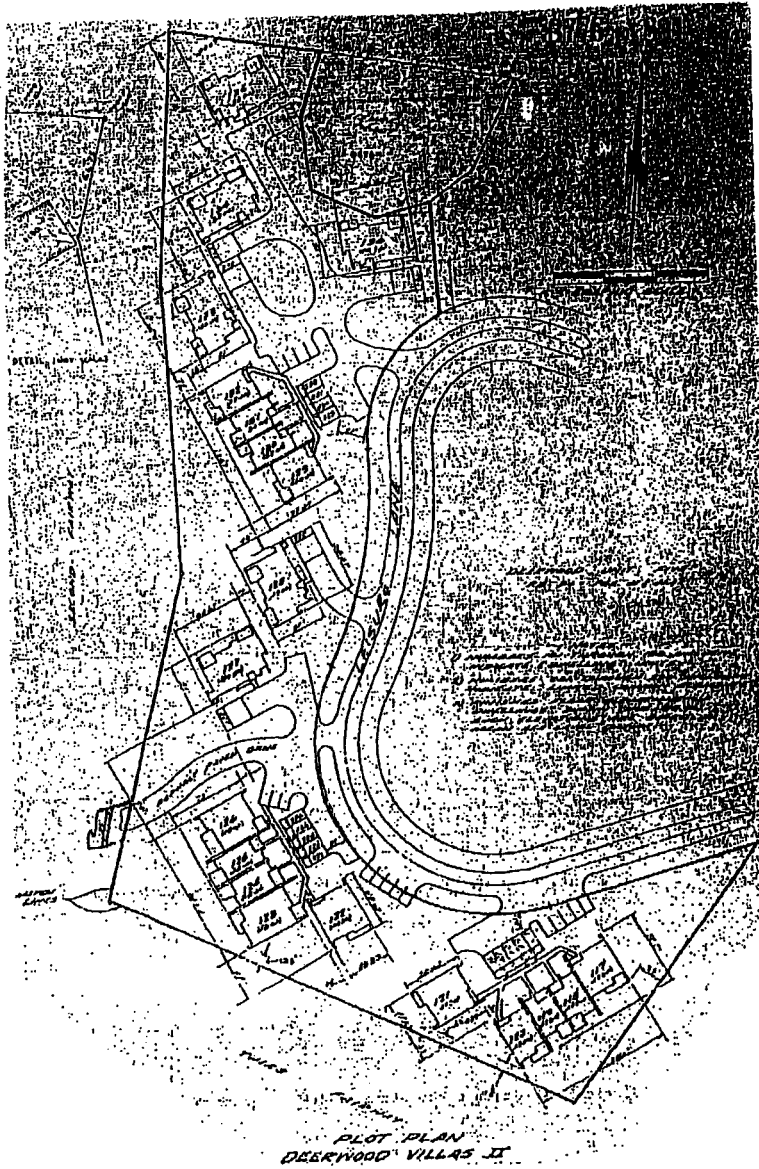
FTL_DB:1008784_L_PRETTYMAN



Block 34, Deerwood, Unit Five
Deerwood Villas I, Unit Five

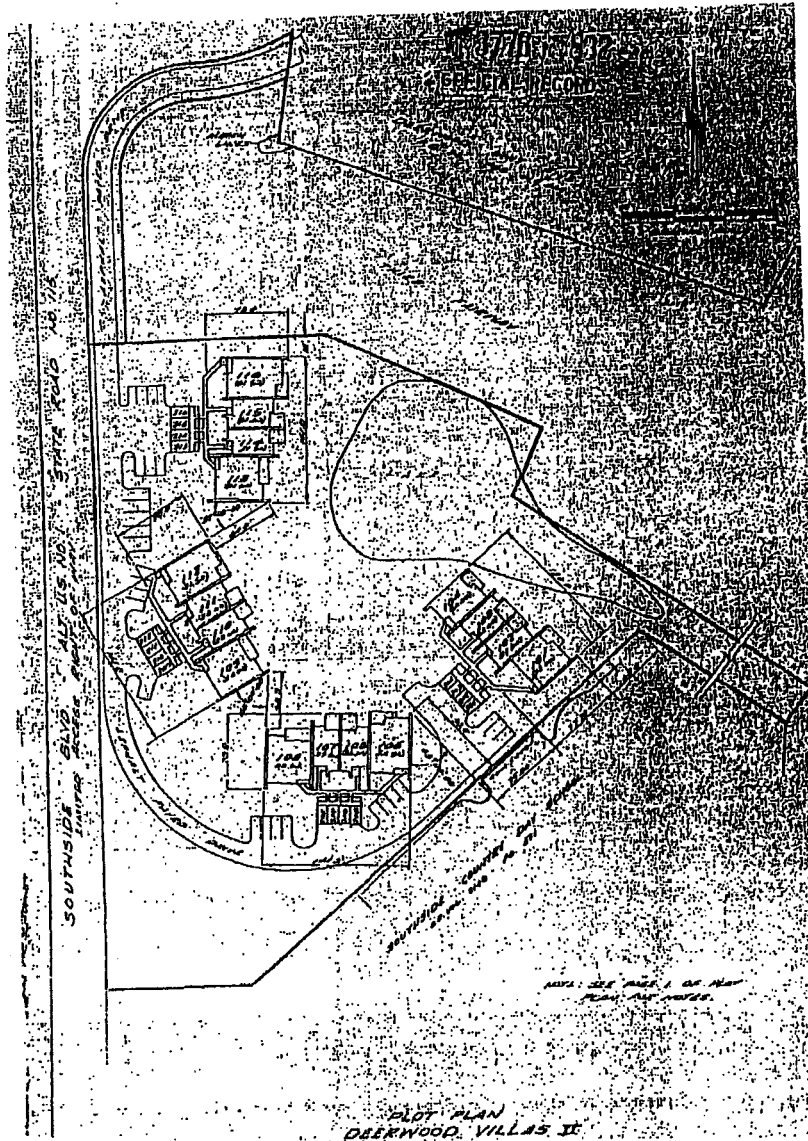
Graphic Description of 43 condominium units
in Deerwood Villas I, a Condominium,
constructed upon Tracts 27 and 28 and Lots
1 through 6, Block 34, Plat of Deerwood,
Unit Five, Plat Book 34, Pages 41 and 41A

GRAPHIC DESCRIPTION



Block 33, Deerwood, Unit Five
Portion (20 of 36 total units)
of Deerwood Villas II, a Condominium
(See Page 5 of 5 for remaining 16 units
of Deerwood Villas II, a Condominium)

GRAPHIC DESCRIPTION



16 Units-Deerwood Villas II, a Condominium

(See Page 4 and 5 for other 20 condominium
Units within Deerwood Villas II, a Condominium)

GRAPHIC DESCRIPTION